



ENGINEERING SECTION

TECHNICAL BID DOCUMENT

PART-I

**Tender (e-Tender)
FOR**

**TENDER DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT
(MANPOWER INCLUDING IMPLEMENTS) OF EXISTING GARDENS,
TREES AND HORTICULTURAL WORKS IN MANAGE CAMPUS,
RAJENDRANAGAR, HYDERABAD-30**

**NATIONAL INSTITUTE OF AGRICULTURAL EXTENSION MANAGEMENT
(An Organization of Ministry of Agriculture and Farmers Welfare, Govt. of India)**

Rajendranagar, Hyderabad – 500 030.

(Tel: 040-24016702 to 706, 040 – 24016685 (Dir), Fax: 040-24015388)

TABLE OF CONTENTS

S. No.	Description	Page No.
1.	Notice Inviting Tender	3
2.	Instructions for online bid submission	5
3.	Section-II – Bid form	8
4.	Section-III – Bidders Profile & Certificates	9
5.	Preamble of Tender	10
6.	Technical Bid	11
7.	Instructions to Bidders	13
8.	Eligibility Criteria	15
9.	General Terms & Conditions	21
10.	Technical Specifications	25
11.	Maintenance schedule	27
12.	List of tools and Equipment's	28
13.	Special conditions of contract	29
14.	Annexure – B (Contract Form)	39
15.	Annexure – C (Certificate format for no near relative(s) of the Contractor working in the office of MANAGE)	41
16.	Annexure – D (Certificate format for downloading of tender document from MANAGE web site)	42
17.	Annexure – E (Certificate format for declaration regarding blacklisting/non-blacklisting for taking part in Government tender by MANAGE /Govt. departments)	43
18.	Annexure – F (Letter of Authorization for attending the office)	44
19.	Checklist	45

NOTICE INVITING TENDER

e-Procurement TENDER NOTICE for Annual Maintenance Contract (Manpower including implements) of existing gardens, trees and horticultural works in MANAGE campus.

Assistant Engineer (Civil) on behalf of Director General invites, e-Procurement Tender (online based tender through website <http://eprocure.gov.in> in two bid system from reputed registered contractors/agencies/firms dealing with Annual Maintenance Contract of existing gardens, trees and horticultural works in MANAGE campus registration with GST etc. as per the below mentioned schedule;

Sl.No.	Activity Description	Scope of work at Annexure-A
1	Tender No.	MNG-05/20-241/2012, Vol-9, dated 03-04-2024
2	Sale of Tender document	The Tender document can be downloaded from the MANAGE website http://www.manage.gov.in or using the e-Procurement portal http://eprocure.gov.in by using bidder login credentials.
3.	Services to be offered	Annual Maintenance Contract (Manpower including implements) of existing gardens, trees and horticultural works in MANAGE campus
4.	Pre bid meeting	15:00 Hrs on 10-04-2024
5.	Tools and Implements	To be arranged by the agency only.
6.	Amount of EMD to be deposited	Rs 50,000/- (refundable) (In the form of Demand Draft in favour of MANAGE)
7.	Minimum Validity of tender offer	90 days from the date of opening of Financial Bid
8.	Time and last date online submission of tender/bid	14:00 Hrs of 18-04-2024
9.	Time and Date of opening of tender (Technical bid)	15:30 Hrs of 19-04-2024
10.	Period of work	12 Months from Date of Award of work
11.	Security Deposit / Performance Security Deposit	Rs 3,50,000/- (Rupees three lakh fifty thousand only) (To be deposited by the successful bidder at the time of acceptance of contract – In the form of Demand Draft in favour of MANAGE before commencement of the services). <u>The EMD of the successful bidder will become part of Security Deposit.</u>

ASSISTANT ENGINEER (CIVIL)

3

**SIGNATURE OF THE TENDERER
WITH ADDRESS AND DATE**

Interested bidders who have not enrolled/registered in e-procurement should enroll / register before participating through the website <http://eprocure.gov.in>.

The applicant has to deposit Earnest Money (EMD) of Rs 50,000/- (Rupees fifty thousand only) by means of a demand draft from Nationalized/scheduled bank drawn in favour of "MANAGE" payable at Hyderabad should be submitted to the Assistant Engineer (Civil), MANAGE, Rajendranagar, Hyderabad-500 030 on or before 14:00 Hrs of 18-04-2024. A copy of the online submission bids shall be submitted along with EMD on or before by the due date of opening of bids on e-Procurement Portal. The bid shall be sealed completely. **EMD exemption is NOT allowed.**

Note: Bidders are requested to submit online based hard copies of ONLY TECHNICAL BID along with EMD and other necessary technical documents.

The scanned copy of demand draft may be submitted online through e-procurement portal. The duly filled tender documents shall not be accepted if they are not accompanied by the scanned copy of the demand draft/pay order towards the requisite bid security (EMD).

The demand draft towards the Earnest Money Deposit should bear the date after the date of NIT.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instruction to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in>. The bidders must carefully follow the instructions:

- i) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- ii) Interested bidders may enroll in the e-Procurement portal. During enrolment/registration, the bidders should provide the correct/true information including valid email-ID. All the correspondence shall be made directly with the contractors/bidders through email-ID provided.
- iii) Bidder need to login to the site through their user ID / password chosen during enrolment / registration.
- iv) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- v) Contractor / Bidder may go through the tenders published on the site and download the required tender documents / Annexures for the tenders he / she is interested.
- vi) After downloading / getting the tender document / Annexures / Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- vii) If there are any clarifications, this may be obtained online through the tender site. Bidder should take into account the corrigendum / Addendum if any, published before submitting the bids online.
- viii) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- ix) From my tender folder, he selects the tender to view all the details indicated.
- x) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.

- xii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / Annexure and generally, they can be in PDF / xls / rar / zip / formats. The scanned copies of all the documents can be clubbed together and can be provided as a single file in the requested format. Bidder should take into account the corrigendum / Addendum published from time to time before submitting the online bids.
- xiii) The Bidders can update well in advance, **the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission.** This will facilitate the bid submission process faster by reducing upload time of bids.
- xiv) Bidder should submit the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.
- xv) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
- xvi) The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
- xvii) The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- xviii) The bidder has to digitally sign and upload the required bid documents as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their officers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including general conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- xviiii) The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.

- xix) The rates offered should be entered in the allotted space provided separately **"ONLY in the Financial / Price Bid format "**duly signed / stamped & to be submitted online.
- xx) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- xxi) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- xxii) For any queries regarding e-tendering process, the bidders are requested to contact 24 x 7 helpdesk number **0120-4200462, 0120-4001002, 0120-4001005** or send an email to support-eproc@nic.in

SECTION – II
BID FORM

MNG-05/20-241/2012, Vol-9

To
The Assistant Engineer (Civil)
MANAGE, Hyderabad-500 030

Date: 22-03-2024

Dear Sir,

1. Having examined the Conditions of Contract and Specifications including agenda Nos the receipt of which is hereby duly acknowledged, we, undersigned, offer to undertake the work of **Annual Maintenance Contract (Manpower including implements) of existing gardens, trees and horticultural works in MANAGE campus** in conformity with the schedule of works, conditions of contract attached herewith and made part of this Bid.
2. We undertake if our bid is accepted, we will execute the services in accordance with specifications, time limits & terms and conditions stipulated in the tender document.
3. If our Bid is accepted, we will submit bid security as communicated in the award of contract by means of a demand draft issued by Scheduled Bank for the due performance of the contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Financial Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.
7. We have enclosed herewith a DD for a sum of Rs 50,000/- towards Bid security EMD.

EMD particulars
(Bid Security)

D.D.No.
Name of the Bank:
Branch:

Dated

Dated this day of (the year)

Signature of Authorized Signatory
In capacity of
Duly authorized to sign the bid for and on behalf of

Witness.....
Address

Signature

ASSISTANT ENGINEER (CIVIL)

8

**SIGNATURE OF THE TENDERER
WITH ADDRESS AND DATE**

SECTION-III
Bidders Profile & Certificates

1.	Name of the Bidder / Agency / Firm	
2.	Type of firm i.e. Proprietorship/partnership (Attach Notarized Affidavit towards sole proprietorship of firm / Self-Attested Partnership deed / Article of Association / Memorandum of Association as applicable)	
3.	Name of proprietor / Agency	
4.	Full address of registered office with telephone no., Fax no. & Email	
5.	Full address of operating/branch office with telephone no, Fax no. & Email	
6.	PAN/GIR/TAN No. (Attach self-attested copy)	
7.	GST Regn. No. (Attach self-attested copy)	

8. Self-attested copy of experience certificate/certificates (of at least three years full or part thereof) issued by the competent authority for the satisfactory work in central/state government/Public sector/Banks during last three years. The summary of that can be tabulated in the given format in the chronological order. (As a proof of completion, agency shall submit the certified copy of experience certificates clearly indicating the amount of work order value, start date and end – correct date of completion and satisfactory completion)
9. Mere attaching work order copies will not be counted for calculation of experience.

Sl. No.	Details of client along with address, telephone & email id	Amount contract (Rs. Lakhs)	Experience certificate for the period	
			From	To
1				
2				

(If the space provided is insufficient in separate sheet may be attached)

10. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Seal:

PREAMBLE OF TENDER

The National Institute of Agricultural Extension Management (MANAGE) is an Autonomous Institute under the Ministry of Agriculture, Government of India, established in 1987. The institute is involved in education, training, research, consultancy, documentation & dissemination and in implementing Government Schemes.

The Institute has a campus area of around 38 Acres and with an infrastructure around 17,840 Sqm. of built up area. In order to maintain the campus Infrastructure viz. Office buildings, Hostel Buildings, Service areas, Roads etc. as per standard practices and to cater to the needs of National and International Executives. MANAGE invites **TENDERS IN TWO BID SYSTEM**. The contract, if awarded, will be **12 Months from date of award and extendable for further one year on the satisfactory work performance**.

The eligible bidders / agencies, interested to participate, may go the work site for getting clear details of the requirement of work and more importantly study all the Heads and Sub-heads of Technical and Commercial bid, including Price bid of the tender documents, before offering their prices.

Technical Bid
(To be filled by the bidder)

1	Name and address of the Bidder Organization/Agency with Phone Number, e-mail, and name & phone/mobile number of the contact person							
2	Registration of the Firm (please attach copy)							
3	GST registration No.							
4	PAN (please attach copy)							
5	Turnover of the Agency for the last three years (attach audited copies of balance sheet and profit & loss a/c for the last three financial years duly certified by C.A. FY:2022-23, 2021-22, 2020-21)							
6	Income Tax Returns of the Agency for the last three financial years (FY:2022-23, 2021-22, 2020-21)							
7	Duly signed and stamped all the Tender Document pages							
8	Please submit an undertaking that no case is pending with the police against the proprietor / partner or the MANAGE / Agency							
9	EMD in the form of DD / Banker's Cheque							
10	Any other information							
11	<p>Experience in the similar works (Please attach testimonials and certificates of successful completion of the contract). This shall cover details of works of similar nature i.e. Annual maintenance contract (Manpower including implements) of existing gardens, trees and horticultural works in MANAGE campus approximate magnitude and duration carried out/or on along with a certificate from the Agency where the job was carried out.</p> <p>The information may be provided in the following format.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S.No.</th> <th style="width: 60%;">Name of the organization with complete address and telephone numbers to whom similar work completed.</th> <th style="width: 30%;">Contracted amount</th> </tr> </thead> <tbody> <tr> <td style="height: 40px;"></td> <td></td> <td></td> </tr> </tbody> </table>		S.No.	Name of the organization with complete address and telephone numbers to whom similar work completed.	Contracted amount			
S.No.	Name of the organization with complete address and telephone numbers to whom similar work completed.	Contracted amount						

The Contractors/Agencies shall be debarred from tendering having relatives working in MANAGE, Hyderabad. A no-relationship Certificate (as given in **Annexure "B"**) is required to be submitted.

NB: A person shall be deemed to be a relative of another if, (a) they are members of a Hindu undivided family; or (b) they are husband and wife, or (c) the one is related to the other in the following manner; father, mother (including step mother), son (including step son), son's wife, son's son/daughter, daughter, daughter's husband, daughter's son/daughter, brother (including step brother), brother's wife, sister (including step sister), sister's husband.

Declaration by the Tenderer:

1. I have gone through the terms and conditions given in the tender document enclosed herewith, fully understood and the same are acceptable to me.
2. I am willing to **Annual maintenance contract (Manpower including implements) of existing gardens, trees and horticultural works in MANAGE campus, Rajendranagar, Hyderabad-500 030.**
3. I agree to the deduction of Income-Tax at source as per rules in force from time to time on Gross amount of the bill under Income Tax Act.
4. I agree to provide separate documentary evidence about the remittance of GST in respect of persons deployed at MANAGE, Hyderabad.
5. GST will be initially borne by me and will be got reimbursed. I agree to provide separate challan of GST deposited by me in respect of payments received from MANAGE.
6. I also agree to submit "No Relation Certificate" along with bid.

Encl.: As above

INSTRUCTION TO BIDDERS

1. The exact scope of work is given in **Annexure "A" (Price Bid)**.
2. MANAGE invites e-tenders for maintenance of "HORTICULTURE AND GARDENING" for MANAGE Premises at Rajendranagar, Hyderabad from reputed contractors/firms/companies etc. The details of terms and conditions, schedule of work / Specifications and format for technical and financial bid are available in the tender document. **The approximate area for providing the services is 34,983 Sq. meters of lawns, flower beds, avenue plants, potted plants, shade house and Vermiculture units.** The bidders are instructed to go through Tender form thoroughly before quoting their rates. The tender documents can be downloaded from www.eprocure.gov.in
3. Price quoted should be in Indian Currency and should be inclusive of all charges. In no case any enhancement in approved rate will be entertained by MANAGE during the currency period of AMC. Tenders not complete in this respect are liable to be ignored. The technical bids along with EMD etc. should be sealed in a cover and super scribed "Tender for Maintenance of Horticulture and Gardening at MANAGE, Rajendranagar, Hyderabad-500030 and should reach this office on or before by 18th April, 2024 till 2:00 PM ONLINE based hard copies of technical bids will be sealed in the following manner:
 - 3.1 Cover containing the technical documents, EMD, other documentary proof etc. (Technical bid) as per the bidding document.
- 4 The Bidder shall bear all costs associated with the preparation and submission of his bid, and MANAGE, Hyderabad hereafter referred to as "The Institute", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 5 The bidder is expected to examine all instructions, forms, terms and conditions in the Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of his bid.

6 Conditions of Contract

- 6.1 The contract, if awarded, will be **initially for a period of 12 months from the date of award and extendable for further one year** subject to continuous satisfactory performance. However, on failure on this aspect by the contractor, MANAGE will have the right to terminate the contract forthwith. In such case of unsatisfactory performance on the part of Contractor in addition, to forfeiture of the performance guarantee deposited by the contractor, action can be initiated by this Institute to blacklist the Contractor's firm / agency for a period of one year.

- 6.2 The contractor shall not sublet, transfer or assign the contract or any part thereof. In the event of the contractor contravening this condition, in addition to forfeiture of Performance security, the firm can be blacklisted by this Ministry.
- 6.3 On acceptance of the tender, the Successful Bidder shall deposit a **performance security, a sum equivalent to Rs 3,50,000/- (Rupees three lakh fifty thousand only) valid for One year which should be valid beyond 90 days of all contractual obligations.** The performance security may be furnished in the form Demand Draft **(Bank Guarantees are NOT acceptable)** from a commercial bank, payable at Hyderabad in favour of MANAGE, Payable at Hyderabad.
- 6.4 If the Successful Bidder is called upon by the MANAGE to deposit performance security and the Bidder fails to provide the performance security deposit within the period specified (within 15 days) from the date of award of work, such failure will constitute a breach of the contract and MANAGE shall be entitled to forfeit the Earnest Money and this Institute can also initiate action to Blacklist the concerned firm for a period of One year for participating in the Tenders of this Institute & Ministry.
- 6.5 On completion of the contract in all respect, the **performance Security Deposit will be returned to the contractor after 90 days from the completion of all contractual obligation (without any interest)** subject to satisfactory performance and after all the items, which may have been issued to the contractor and other property belonging to MANAGE, are received back in the same condition as were received by the contractor. Any loss/damage to the items/property of MANAGE shall be recovered from the contractor.
- 6.6 The contractor shall fully comply with all the applicable laws/rules and regulations relating to Contract Labour (Regulation and obligation) Act 1970 and Contract Labour (R&A) Central rule 1971, Provident fund Act including the payment of PF contribution, payment of bonus act, minimum wages act, workmen compensation act, ESI act, essential commodities act, migrant labour act and/ or such other act passed by the Central, State, Municipal or Local Govt. agency including TDS as per Income Tax act applicable from time to time.
- 6.7 **The contractor shall be responsible for proper maintenance of all registers and records. He shall make regular and full payment of labour charges/salaries and other payments as per labour laws under minimum wages act and payment of wages to his workman deputed for the work and furnish necessary records as and when asked for.**

6.8 Except supply of free water, inputs like fertilizer, sapling, seeds by MANAGE, all tools & implements used for growing flowers & plantation or for cutting grass & removing weeds, are to be supplied by the tenderer and disposing off the wastes are to be borne by the tenderer.

7 Amendment of Bidding Document

7.1 The Institute may, for any reason, whether at his own initiation or in response to a clarification requested by a prospective Bidder, modify the Tender Document by Amendment up to 3 days prior to the deadline for submission of bids and same will be uploaded on the portal and these amendments will be binding on them.

7.2 In order to afford prospective bidders a reasonable time to take amendment into account in preparing their bids, the Institute may, at its discretion, shall extend the deadline for the submission of the bids suitably. Any amendment to the Bid document shall also be uploaded in the web sites and when it is made.

7.3 Bidders who download the Bid document through internet are to take care of these amendments while submitting their bids.

8 Language of Bid: The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Institute, shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.

9 The Bid prepared by the bidder shall comprise original bid documents (technical and financial bid), Check List duly completed and Earnest Money Deposit as prescribed.

10 For all items in this tender document, prices shall be quoted in Indian Rupees only.

11 Eligibility Criteria for the contractors:-

11.1 **The bidder should have a permanent place of business in Hyderabad, Telangana district** and the complete Postal Address, Telephone / Mobile / Fax / E-mail address, etc. should be provided, while submitting the completed tender form. Escalation matrix for service support details need to be provided.

11.2 The bidder should have an annual Turnover of Rs 1.00 Crore (one crore) each during the last three consecutive financial years ending on March' 2023 (FY: 2022-23, 2021-22 and 2020-21). A certificate from C.A. or Annual Audit Statement of Accounts may be enclosed along with P & L statement along with IT returns for the last three financial years ending with March 2023.

- 11.3 The firm should have relevant license like labour license etc. for the purpose of taking up Horticulture/gardening work in Hyderabad (Copies to be enclosed)
- 11.4 Earnest Money Deposit (Rs. 50,000/-) as specified under para 2.3 above.
- 11.5 The firm should possess PAN/TIN/GST Nos. (Copies of relevant documents to be enclosed)
- 11.6 Experience in having successfully completed Horticulture works during the last 3 (Three) years ending last day of month previous to the one in which application are invited, as per the following:

Three completed similar nature of works costing not less than the amount equal to 40% of the estimated cost put to tender i.e. for Rs 40.00 Lakh of each work per year.

OR

Two completed similar nature of works costing not less than the amount equal to 60% of the estimated cost put to tender i.e. for Rs 60.00 lakh of each work per year.

OR

One completed similar nature of work costing not less than the amount equal to 80% of the estimated cost put to tender i.e. for Rs 80.00 lakh per year.

AND

One Completed work of any nature [either part of (i) above or a separate one] costing not less than the amount equal to 40% of the estimated cost put to tender i.e. for Rs 40.00 lakh per year.

Note: - Scanned documents in support of each of the above eligibility conditions should be enclosed with the Technical Bid. Simple information without supporting documents shall not be considered as valid.

In deciding upon the short listing of the bidders, the great emphasis will be put on the Ability, Reputation, and Experience of providing services to Educational Institutions / Govt. Departments / Reputed MNC's / Govt. commercial organizations, Financial Standing, technical-Competency to provide professional services.

Note: - Scanned documents in support of each of the above eligibility conditions should be enclosed with the Technical Bid. Simple information without supporting documents shall not be considered as valid.

In deciding upon the short listing of the bidders, the great emphasis will be put on the Ability, Reputation, and Experience of providing services to Educational Institutions / Govt. Departments / Reputed MNC's / Govt. commercial organizations, Financial Standing, technical-Competency to provide professional services.

12 Documents Establishing bidder's Eligibility and Qualifications

The following documents must be uploaded along with the tender document. Any tenderer submitting bid without documents those specified below, is liable to be summarily rejected.

12.1 Bidder's Profile duly filled & signed.

12.2 Bidders must be a reputed firm/agency that should be registered with appropriate authorities and self-attested copy of registration may be attached.

12.3 Bidder must have GST registration number issued by competent authority.

12.4 Bidder must have PAN/TAN/GIR card.

12.5 Income Tax Returns for the past three financial years i.e. F.Y. 2022-23, 2021-22 & 2020-21 (Audited CA certification along with P & C statement.

12.6 Attested copies of the experience certificate during last three years in Central Govt./State Govt./PSU/Reputed MNC's.

12.7 Certificate of "No near relative" of the bidder firm/MANAGE be working/employed in MANAGE, Hyderabad to be executive on Rs 20/- stamp paper and attested by the bidder.

12.8 Certificate of "Blacklisting & Non-blacklisting" of bidder firm/MANAGE to be executed on Rs 20/- stamp paper and attested by the bidder.

12.9 Bidder must be a single entity. No joint ventures are allowed.

12.10 Self-attested copy of Partnership Deed or Affidavit in original regarding sole proprietorship in case of proprietorship firm / Memorandum of Association / Articles as applicable

12.11 All the tender document pages should be stamped and signed.

12.12 Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.

12.13 Declaration towards non-tampering of tender document.

12.14 Documents defining the constitution of legal status, places of registration and principal of business of the MANAGE/agency.

12.15 The information regarding any current litigation in which the bidder is involved.

13 Scope of Work:

- (i) The maintenance of lawn includes, weeding, trimming and pruning of grass by mowing with grass cutting machines, top dressing, weedicides, sweeping and watering etc. and patch work by planting the doob grass where dead **(Tools & implements born by the agency)**.
- (ii) Fertilizer shall be applied uniformly as and where required. Spraying of insecticides, pesticides, fungicides and weedicides should be done as and when required **(Materials will be supplied by MANAGE)**.
- (iii) The maintenance of trees, shrubs and creepers include the maintenance of all trees, shrubs and creepers by their manuring, watering hoeing, pruning and trimming, replacement of old dead one by one and to ensure enough supply of air and water. Circular kiaries around the tree trunk are to be prepared. The creepers across wall are to be provided support by rope and other trees and shrubs by bamboo sticks as required.
- (iv) The maintenance of hedges includes their watering, hoeing of channels, pruning and trimming and replacing old and dead plants by planting the new saplings/cuttings dead/up-rooted plants etc.
- (v) The curb stones along with roads and decodable pots in the campus shall be washed at least once a month.
- (vi) The Potted Plants are to be maintained at least at the present level of maintenance in the building, both inside the Corridors on all floors and around the building.
- (vii) Maintenance of irrigation systems is intended to keep the system in good working condition and to provide water to the area properly supplement natural rainfall for optimum growing conditions for lawn and plants.
- (viii) Repairs to irrigation systems shall be done soon as possible after damage or deterioration is observed, so that plants are not allowed to dry out and so that further damage to the landscape does not occur due to leakage. Repairs shall be done properly.
- (ix) For having an estimate of the work involved, the interested parties should visit the campus on any working day to know the amount of work involved, before submitting their bids.**

14 BID SECURITY / EARNEST MONEY DEPOSIT (EMD):

- (i) The bidder shall furnish, as part of his bid, Earnest Money Deposit in the acceptable form for the amount (in Indian Rupees only) as indicated in NIT. Any Bid not accompanied with Earnest Money Deposit will be rejected by the Institute as being non responsive at the bid opening stage itself.
- (ii) Interest shall not be payable on the Bid security/Earnest Money Deposit.
- (iii) Unsuccessful Bidders Earnest Money Deposit will be returned as promptly as possible whereas the successful bidder's Earnest Money Deposit will be treated as part of performance security upon the bidder's executing the contract.
- (iv) The unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within six months from the date of opening of tenders.
- (v) The Bid Security/EMD shall be forfeited and the acceptance of the tender will be re-considered or revoked or cancelled at the discretion of Director General, MANAGE which will not amount to imposing of penalty :
 - (a) If the bidder withdraws his bid after the bids have been opened
 - (b) If the bidder fails to execute the agreement or fails to remit the required security deposit) within stipulated days of being called upon to do so. or modifies his bid during the period of bid validity specified by the Bidder on the Bid form; or
 - (c) In the case of successful Bidder, if the Bidder fails:
 - 1) To sign the Contract in accordance with Clause 23
 - 2) To start the work in the period specified in the letter of award.

15 Bids shall remain valid for 90 days after the date of opening of financial bid. The Institute may reject a bid valid for a shorter period. In exceptional circumstances, the Institute may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting his EMD. A bidder granting the request will not be required nor permitted to modify his bid.

16 Signing of Bid

16.1 The Bidder shall submit his bid documents typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter's authorizations shall be indicated by written power of attorney accompanying the bid. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.

16.2 The bid shall contain no interpolations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case corrections shall be initialed by the person or persons signing the Bid.

17 Submission of Bids

The bid along with the necessary documents should be uploaded in the e-procure.gov.in portal as per the guidelines mentioned in the portal.

Method of preparation of bid:

- a) FINANCIAL BID: Rate for all items as enclosed in price bid document and GST will be reimbursed as per actual of original challans / receipts.
- b) Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after and tender is opened.
- c) A declaration in the proforma given in Section III, has to be submitted along with the Bid document.
- d) No person is permitted to bid for tender whose relative(s) is (are) working in MANAGE, Hyderabad. The tender thus should give certificate along with tender document that none of his/her relative is working in MANAGE, Hyderabad. Near relative for this purpose is defined.

18 BID OPENING

Bid opening and finalization will be according to e-procurement procedures. **The financial bid will be evaluated only for technically qualified bidders.**

- 19 Any effort by a bidder to influence the Institute in the bid evaluation, bid comparison or contract award decisions of the Institute may result in the rejection of the bidder's bid.
- 20 The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidders.
- 21 **Award Criteria:** Pursuant to Clause 19, the Institute will consider award of contract to the successful bidder whose bid has been determined to be substantially responsive, technically acceptable and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactory.
- 22 In case, the rates quoted by bidders are same for more than one, L-1 agency will be decided through bidders with higher technical experience in the relevant field only will be preferred and awarded.
- 23 **Notification of Award:** Prior to the expiration of the period of bid validity, the Institute will notify the successful bidder in writing to be confirmed in writing that his bid has been accepted.

- 24 **Signing of Contract:** The Institute will send the bidder along with award letter the contract form provided in the bidding documents, incorporating all agreements between the parties. The successful bidder shall sign the contract form within 7 days of its receipt and return it to the Institute.
- 25 Within 07 days from the date of issue of award letter, the contractor shall start the work.
- 26 Failure of the successful bidder to comply with the requirement of clauses 23 and 24 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

General Terms & Conditions of Contract

1. Definitions:

In this contract the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Institute and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contractor" means the individual/firm/agency providing services under the contract;
- (c) "The contract price" means the price payable to the contractor under the contract for the full and proper performance of its contractual obligations;
- (d) "The Institute" means National Institute of Agricultural Extension Management (MANAGE), Rajendranagar, Hyderabad represented by Director General;

2. The period of work is 12 Months from date of start of the services.

3. **Application:** These conditions shall apply to the extent that they are not superseded by provisions on other parts of the Contract.

4. **Use of Contract Document and Information:** The Contractor shall not, without the prior written consent of the Institute, disclose the contract, or any provision thereof, to any person other than a person employed by the contractor in the performance of the contract.

5 On acceptance of the tender, the Successful Bidder shall deposit a **performance security, a sum equivalent to Rs 3,50,000/- (Rupees three lakh fifty thousand only) valid for One year which should be valid beyond 90 days of all contractual obligations.** The performance security may be furnished in the form Demand Draft (**Bank Guarantees are NOT acceptable**) from a commercial bank, payable at Hyderabad in favour of MANAGE, Payable at Hyderabad.

6. On completion of the contract in all respect, the **performance Security Deposit will be returned to the contractor after 90 days from the completion of all contractual obligation (without any interest)** subject to satisfactory performance and after all the items, which may have been issued to the contractor and other property belonging to MANAGE, are received back in the same condition as were received by the contractor. Any loss/damage to the items/property of MANAGE shall be recovered from the contractor
7. **Income Tax** at applicable rates shall be deducted from the bill value.
8. **Mode of Payment**
Bills for the value of work completed will be released after successful completion and measurements recorded by Engineering Section.
9. If any of the persons deployed by the contractor approaches any Court of Law against MANAGE, the entire expenditure incurred by the Institute in defending the case will be recovered from the Contractor.
10. **The Contractor shall not in any case deploy any worker below 18 years of age.**
11. The Contractor shall be responsible for the integrity/conduct of the persons deployed in the MANAGE premises and shall also be responsible for any act of omission/commission on their part.
12. **Supply of free water, other inputs i.e. fertilizer, sapling, seeds by MANAGE and all tools & implements used for growing flowers & plantation or for cutting grass & removing weeds, are to be supplied by the tenderer and disposing off the wastes are to be borne by the tenderer.**
13. The Institute shall not be liable in respect of any damages for compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor/agency, save and except an accident or injury resulting from any act or default of the Institute, his agents, or servants. The Contractor / agency shall keep informed the Institute against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation there to.
14. The contractor shall be solely responsible for the implementation of labour laws and social legislation such as EPF, ESI, Minimum Wages Act, Work Compensation Act, etc. in respect of staff engaged by him for carrying on his business.
15. The Contractor shall be responsible, during the services, for protection of installations covered under the contract. Necessary care must be taken to see that the Contractor's men cause no damage to the installations during the course of execution of the services.

16. Arithmetical errors will be rectified on the following basis.

- 16.1.1. Where there is a discrepancy between the unit rate in figures and in words, the unit rate in words will govern and,
- 16.1.2 Where there is a discrepancy between unit rate and the total amount derived from the multiplication on the unit rate on the quantity, the unit rate as quoted will govern,
- 16.1.3 The amount stated in the form of bid will be adjusted by the employer in accordance with the above procedure for the correction of the errors and this shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of the bid, his bid will be rejected and the bid security will be forfeited.
- 16.2 Prior to the detailed evaluation, the employer will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations. The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 16.3 A bid determined as not substantially responsive will be rejected by the employer and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.4 The employer may waive any minor informality of no-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of the bidder.

17. Start of work:

- a) Within "7" days of the date of issue of letter of award.
- b) Execution of agreement: The successful bidder shall execute the agreement on Rs.100/- Non Judicial stamp paper (for value of works costing "5" lakhs and above - ECPT) within "7" days of award of services. If the bidder fails to sign the prescribed agreement within "7" days of order to commence the work, the EMD paid by him shall be forfeited.
- c) However, the normal agreement will be made as per the prescribed Performa for works costing less than "5" lakhs. (ECPT)

18. Site inspection by the Tenderer

Before tendering, the tenderer is expected to inspect the site of the proposed work and acquaint and satisfy himself for logistics and smooth flow of workers as well as permission from authorities concerned for this purpose. He must go through all the conditions, specifications and other tender documents.

The tenderer shall at all times be fully responsible for the security of the tools and implements and equipment on the site supplied by the employer (If applicable). Any damages to the employer's property will have to be borne by the agency as per actuals.

19. In case, if the date of opening of the tender falls on National Holiday or closed on account of any undo hindrances, the opening of the tenders will be done on the next working day.

20. Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask the bidder for clarification, the response shall be in writing, and no change in the price or substance of the bids shall be sought, offered or permitted.

21. The Director General may consider the award of work/Supply in full or part of the quantities of scheduled items of the tender of the Successful Bidder/Agency/Tenderer only.

22. The entire work will have to be carried out under the directions and supervision of Engineer-in-charge, MANAGE.

23. Extra items / Substituted items / Deviation items:

For execution of Extra items / Substituted items / Deviation items if found necessary, as per the necessity of the work, the limit of deviation Quantities and justified Rates are derived as per the rules specified by General Conditions of Contract for CPWD works / As specified by CPWD works Manual, will prevail.

24. Jurisdiction

Settlement of any disputes arising out of the contract against this bid will be decided amicably through discussions. However, if the dispute still exists, the matter will be settled in the local Courts.

TECHNICAL SPECIFICATIONS

1.0 SPECIFICATIONS:

- 1.1 Availability of the Garden area as described in the below table
- 1.2 The work should be started immediately from the date specified in the work order.
- 1.3 Salary Payment (Bank deposit) to workers should be made as per basic rate of wages for category as fixed by the Central Labour Commissioner, Ministry of Labour & Employment, Govt. of India from time to time along with issuance of salary slips.

2.0 Horticulture/ Garden Maintenance including Materials, equipment, plants and seeds in the area as under:

Description	Tentative Cover
2.1 Carpet and shade grass and lawns	34,983 Sq.m
2.2 Flower Beds and Borders	1481.68 RM
2.3 Avenue plants and trees	1632 Nos (Approximate)
2.4 Potted plants	1200 Nos (Approximate)
2.5 Shade house and Vermiculture unit	3 units
2.6 Lawns pruning and removal (periodically or as and when required)	34,983 Sq.m
2.7 Other areas: Excess vegetation removal inside the campus i.e. at officers and staff quarters, children park, along compound walls, sewage treatment plant area, water shed area, approach roads from NAARM to MANAGE and NIRD to MANAGE on both the sides of the road etc.	
2.8 Maintenance of Nursery area located inside the campus	
2.9 Maintenance of cricket pitch and surrounding play areas	
2.10 Maintenance of pathways (joggers track)	

3.0 SCOPE OF WORK & SERVICES

- 3.1 Day to day watering for all plants / garden /lawns.
- 3.2 Weeding out of grass & other unwanted bushes at regular intervals in the campus.
- 3.2 Day to day cleaning such as removal of debris, Stones, Foliage leaves, broken branches etc.
- 3.3 Pruning to be done as and when required by Officer-in-Charge-MANAGE/discretion authorize person.
- 3.4 Well decomposed farm yard manure application for all vegetation bimonthly.

- 3.5 Replacement of dead/damaged plants, attending the patch works in the lawn.
- 3.6 Maintaining the overall aesthetics of the landscape and supervision of skilled labor involved in landscape activities and maintenance
- 3.7 Safety of all permanent irrigation system and its accessories shall be the contractor's responsibility. If damaged/ mutilated during the period, the same need to be replaced with similar or equivalent ISI approved material/parts. Any delay caused in replacing, and thereby harm to the plants shall be worked out accordingly and 200% damage liability shall be levied on the contractor.

3.8 The Contractor shall have the following their disposal available at site during the entire maintenance period. (Good quality material)

- | | |
|------------------|---------------------------------|
| i. Pick axe | ix. Wheel barrow |
| ii. Spade | x. House pipe |
| iii. Crow bar | xi. Adjustable water spray guns |
| iv. Lawn mowers | xii. Hard brooms |
| v. Cane baskets | xiii. Rain Coats |
| vi. Iron pan | xiv. Secateurs |
| vii. Khurpis | xv. Garden Shears |
| viii. Water cans | xvi. Sprayer-9 Liter capacity |

- 4.0 The contractor shall employ the following technical/skilled staff during the entire Garden maintenance period. Their attendance is compulsorily on full time basis.
- 5.0 Gardeners/helpers shall be presentable, healthy and available at site for inspection during working hours.
- 6.0 In case necessity, shift duty shall be imposed anytime during the garden maintenance period for which the contractor shall not be paid anything extra.
- 7.0 Proper manpower supervision, keeping log-notes, apprising the officer-in-charge about maintenance activities on a regular-basis are to be strictly followed.
- 8.0 The Contractor shall compulsorily issue the Identity cards to staff at their own cost.
- 9.0 **Supervisor:** Contractor's at his own cost shall deploy a full time supervisor for supervision of following activities and for monitoring the agency's laborer. Supervisor shall be Technical (preferably worked in garden) and shall possess a poised behavior.

Supervisor shall be deployed on site at MANAGE premises and shall be available on round the clock basis.

Supervisor has to attend the work from Monday to Saturday from 9:00 AM to 5:30 PM as per the direction of Engineer-in-charge, MANAGE.

Supervisor has to ensure and periodically supervise the following activities in consultation with Horticulture consultant of MANAGE.

Supervisor has to ensure the timely payments of wages to the workers i.e. on or before by 7th of every calendar month.

10.0 LOCATION OF WORKS

Horticulture/ Garden Maintenance services at MANAGE premises which will include materials, equipment, plants and seeds in the areas as stated.

MAINTENANCE SCHEDULE

S.No.	Type of Plants	Activity	Frequency
1	Trees (1632 Nos)	Loosening, mulching & adding good soil, manuring fertilizing etc.	Once in a Month
		De-weeding, cleaning of dry leaves etc., up to five meters, Spraying, Trimming, pruning of branches and Watering etc.	As and when required
2	Ground covers and Planter boxes and Potted plants	Watering	Daily
		Loosening, mulching & adding good soil, manuring, trimming, de-weeding	Once in a month / As and when required
		Fertilizing etc.	As and when required
		Spraying with eco-friendly insecticide	Once in a month
3	Shrubs	Watering	Daily
		Loosening, mulching & adding good soil, manuring	Once in a month
		Fertilizing, Spraying with eco-friendly insecticide and Replacement/gap filling etc.	As and when required
4	Lawns (Area 34,983 Sqm.)	Watering	Daily
		De-weeding, Pruning, Applying with eco-friendly insecticide, Replacement/gap filling etc.	As and when required
		Top dressing with fresh garden soil	Two times per year
5	Nursery area	Maintenance of nursery area for plants propagation and multiplication of all varieties of plants	As and when required
6	Vermiculture units	Watering and maintain the units	As and when required
7	Open area and play areas	Jungle clearance and cleaning of surrounding	As and when required
8	Pathways	Maintenance of pathway, branches, trees, removal of excess vegetation, side kerbs and cleaning	Once in two weeks
9	Other activities	Lime wash / Painting at the bottom of the trees present in the entire campus, furniture shifting, water tanks cleaning and any other work that may be required in emergency.	As and when required

LIST OF TOOLS AND EQUIPMENTS TO BE SUPPLIED BY THE CONTRACTOR FOR CARRYING OUT THE MAINTENANCE OF LANDSCAPE AND HORTICULTURE WORKS

The agency has to arrange for following tools and tackles for maintenance of landscape work which shall be part of the contract and handover the following tools and tackles on the date of commencement of AMC services.

Equipment and tools	Unit
Large capacity lawn mower, electrical / diesel / petrol operated with collector attachment, sweeping attachment.	1 No.
Petrol / diesel operated mechanized saw / telescopic pruner for cutting / pruning tree branches	1 No.
Mechanized jungle cutter, petrol / diesel operated, for cutting jungle growth	1 No.
Mechanized chopper for dry leaves shredding at MANAGE (once in a month)	Once in a month
Flexible hose pipe, 1" dia, 30 m, 3 mm, green colored	40 lengths
Movable sprinkler with stand (or rain guns)	05 Nos
Spade	10 Nos
Pick Axe	6 Nos
Axe	2 Nos
Weeding pads	15 Nos
Garden rake	4 Nos
Hedge cutter / chopper	5 Nos
Edge cutter for trimming grass joints of paving	5 Nos
Sickles	10 Nos
Plastic basket	15 Nos
Sprayer, separate for spraying insecticides and anti-termite	2 Nos
Small rake for lawn raking	4 Nos
Garden brooms / rakes with long handles	10 Nos (Monthly)
Hand gloves, foot wear for laborers as a part of safety measure	Quarterly 1 box
Large bins to pile garden debris before disposal	10 Nos
Water jug with sprinkler attached to the opening of jug for watering delicate varieties of shrubs	4 Nos
Wheel burrows / garden trolleys	2 Nos
SS trolleys in 2-3 levels to collect flower vases from offices for the arrangement within the building for easy movement	1 No
Crowbar	2 Nos
Rose cutter	5 Nos
Pruning saw	1 No
Branch cutter	1 No
Scythe (Machhu)	5 Nos

Note:

1. The contractor may note that the list is indicative of minimum tools required, however, the contractor shall also procure other requisites in order to enable smooth maintenance activities.

2. The contactor may note that all tools / equipment's supplied to MANAGE shall be in good condition. Worn out tools shall be replaced immediately.
3. Wherever extensions of hosepipes are made, the contractor shall use suitable reducers and join firmly so that there is no leakage of water from these junctions. Damaged hose pipes shall be replaced immediately. When not in use, all hosepipes shall be rolled and kept in a neat, orderly manner.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this services. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below. These Special Conditions will modify / substitute / supplement the corresponding (GCC) clauses.

a) Statutory Requirements:

- i) The contractor shall have to fulfil all the statutory requirements as per the provisions of law i.e. Minimum wages Act/Payment of wages act. The Company, as a principal employer, shall enforce the provisions of these Acts. All statutory requirements shall be scrupulously followed, non-compliance in this regard may lead to necessary action as deem fit.
- ii) Rate of the wages should not be less than minimum wages as prescribed by Ministry of Labour & Employment Office of the Chief Labour Commissioner New Delhi from time to time (Latest Notification –No. 1/8(3) / 2023 –LS –II dated 26.09.2023 w.e.f. 01.10.2023).
- iii) The Contractor must have a valid PROVIDENT FUND CODE & ESI CODE and the same shall be intimated along with the tender.
- iv) Note: If the above certificates are not available, the contractor must be in a position to arrange the same within 30 days on award of work order. If not complied, the work order will be cancelled forthwith, no payment will be released and EMD & SD will be forfeited.
- v) It shall be the sole responsibility of the contractor to ensure safety to all his workers.
- vi) Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions. The contractors should properly maintain all necessary first aid kits in the sub-station and ensure that all its employees are adequately trained in administering first aid in case of emergencies.

- vii) The contractor should ensure that all his employees are adequately trained in the use of Firefighting equipment maintained in the substation.
- viii) MANAGE will not accept any responsibility for any loss or damage to any property or personal belonging effect to Contactor's employee.
- ix) CONTRACTOR shall indemnify MANAGE against any liability for any accident, death or injury to MANAGE servants or agents or against any loss of or damage to any property belonging to MANAGE, its servants or agents which shall arise out of the performance of the services under this Agreement and against all costs, claims, demands and damages involved therewith.
- x) The CONTRACTOR shall pay and indemnify the MANAGE against liability in respect of any fees or charges (including any rates and taxes but not including service tax) legally demandable under any Act of Parliament, or State Legislature instrument, rule or order or any regulation or By-law or any local authority in respect of the work.
- xi) Statutory Deductions: Statutory deductions shall be made at source as per rules.

b) Tender Evaluation:

The evaluation shall be based on estimate basis considering the Total Cost including Service Tax. However, MANAGE does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason what so ever. Henceforth, contractor has to ensure that the minimum workers deployment is duly considered along with EPF, ESI as per statutory norms that are applicable.

- ii) MANAGE shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- iii) Quoted price should be in words and figures. Any discrepancy between words and figures, the price in words shall prevail. Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the tenderers signature in case of discrepancy between unit price / cost, the unit rate will be considered for evaluation.
- iv) All decisions by MANAGE on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.

- v) Any effort by a bidder to influence MANAGE personnel or representatives on matters relative to the bid under study in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract may result in rejection of his bid
- c) Tenure: The Contract shall be for a total period of One year at the terms & conditions of the tender, However, MANAGE reserve the rights to terminate contract at any time at the discretion of MANAGE with one month notice.

In case the contract is to be extended beyond One year of Tenure, the same will be done with mutual consent of the Contractor.

- d) The successful tenderer must note that all performance of the job shall be strictly in accordance with the requirements and fulfilments of the local/public authorities, statutory approvals and to the requirements of MANAGE and no deviation on any account will be permitted.

MANAGE's representative reserves the right to execute any delayed services through third parties and deduct from CONTRACTOR the cost of these services together with 10% of this cost for the damages, without any consent of CONTRACTOR, who shall be notified in writing of the measures taken in every case, after giving due notice and Contractor continues to fail to carryout rectifications/execution of service.

Any damages / breakdowns arising out of negligence, improper handling or improper maintenance will be viewed seriously. In such case the entire expenditure incurred for rectifying or replacing the damaged items will be borne by the contractor. The amount determined by MANAGE shall be final and binding. The contractor shall indemnify to this effect.

The payment or deduction of such damages shall not relieve CONTRACTOR from his obligations to complete the services or from any of his other obligations and liabilities under this Contract.

The period of failure to carry out and all matters of delay, damages, unsatisfactory performance of the services mentioned in several clauses above shall be as determined and judged by the MANAGE whose decision shall be final and binding on the CONTRACTOR.

- e) Office Space:

All compensation or other sums of money payable by the Contractor to the employer under the terms of this contract will be deducted from the earnest Money deposit/Security Deposit or any other proves or recovery of such dues.

- f) The Contractor should take utmost care to ensure that no damage to the property of MANAGE takes place due to any act of workmen while carrying out the work under the contract.

- g) The Contractor should issue identity Cards to all Labour engaged to carry out the work, including

Supervisors. The identity badge should be worn on the left of the chest at the place of work. The contractor should comply with all security procedures adopted by us and they should furnish the list of people deployed for this contract for verification of their antecedents to our Security Manager. Gate passes will be issued to the personnel deployed and it should be renewed periodically.

- h) Inspection by MANAGE

All materials and workmanship shall be subject to inspection, examination, and test by the MANAGE at any and all times during the period of contract. It is responsibility of the CONTRACTOR intimate on regular basis the progress of work / receipt of material and shall furnish promptly without additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection and test that may be required by the MANAGE.

- i) Water and Electricity etc.

Water –The Contractor is permitted to avail the services available at site free of charge. However, any dis-proportionally large or a high volume consuming activity shall be performed only after prior approval is obtained from MANAGE. Electricity – The Contractor is permitted to avail electricity at site free of charge for performance of their scope of work. However, any dis-proportionally large or a high volume consuming activity shall be performed only after prior approval is obtained from MANAGE.

- j) Restricted Area –Contractor shall fully recognize that the site shall be a restricted area and that all works and movement within it shall be subjected to the MANAGE’s direction and control

- k) Hazardous Area –The work area in and around the Operating Units such as utility building, Tanks, Cable tunnel, Pump room, substation area, Treatment plants, Sewage collection well, Electrical Shafts, electrical cable/communication cable/waterline trenches etc. shall be considered a hazardous area. Contractor shall fully familiarize himself and abide by with the safety rules / regulations and fulfilment of ISO standards. If Contractor shall experience unavoidable interruption of work due to operational or safety reasons, such delays / interruptions shall not entitle Contractor to reimbursement of additional costs.

- l) Superintendence –Contractor shall provide all necessary superintendence as necessary for the proper fulfilling of Contractor’s obligations under this Contract.

m) Adequacy of Contractor's Staff:

It is essential that the service activities be performed with utmost diligence and expediency so as to maintain the highest standards of civil maintenance works. To achieve this, Contractor shall maintain adequate level of staff of good technical competence at site at all times. In case the contractor provides mechanized services, the equipment shall be well-maintained and kept in good condition for all time.

If, at any time, during the currency of the Contract, Contractor's staffing, in the opinion of MANAGE, is inadequate to meet the requirements of Contract services, MANAGE may so notify Contractor, who shall thereupon take immediate steps to increase its staff at site. Contractor shall affect such increases within a period of maximum Seven Days following the procedure outlined elsewhere in the contract agreement. If within the specified period Contractor does not or fails to increase the staff as required, MANAGE may itself or through other parties hire additional staff to supplement that of Contractor at the cost fixed by the MANAGE to be deducted from the payment of Contractor.

SUBMISSION OF BILLS

Bill shall be submitted each month (in Triplicate) to the office of the Assistant Engineer (Civil), MANAGE, which will be verified by the section supervisor of the works who will in turn forward the same along with the certificate of the satisfactory performance of the works in support of having copy of performed the job. **The bill should be supported by the accepted EPF Challan of previous month without which no payment will be released.**

The contractor has to submit the bill to the office by 10th of every month.

a. Contractor confirms and assures that:

- i) Contractor has the requisite skilled and qualified personnel to perform the services.
- ii) Contractor has inspected the premises and is familiar with the conditions related to performance of the services.
- iii) Contractor shall at all times ensure that the supply of know-how, Manpower, Equipment, Tools and Vehicles shall be adequate to satisfactorily undertake the scope of services without delay.

Contractor shall at all times ensure that the services are being carried out in the most expeditious efficient manner consistent with the best interests of MANAGE, and in good and professional manner and in accordance with sound industry practice.

Contractor shall perform and provide the services in accordance with provisions of this Contract and shall exercise all reasonable skill, care diligence and judgment in performance of the services.

- b. Contractor shall discuss as per the Contract, the general basis for execution of services, Contractor shall provide procedures for MANAGE approval which shall be based upon good engineering practice in order to maintain the services/equipment at a high level of efficiency and to provide safe working conditions. If any question arises between Contractor and MANAGE regarding particular work procedure followed or proposed to be followed by Contractor, Contractor must justify to MANAGE the soundness of such procedure and shall obtain MANAGE's written approval before the same may be affected. Provision or otherwise of such approval shall not relieve Contractor of any of its obligations under this Contract.

MANAGE shall have the right to check and make remarks on any or all procedures proposed to be adopted by Contractor for the performance of services. Contractor shall submit such work procedure for MANAGE's review and approval.

PROVISION OF MATERIALS, TOOLS AND EQUIPMENT'S

- 1. All the tools, equipment's and machinery including lawn mower etc. will be provided by the contractor at his own cost.**

LABOUR

- Contractor shall be responsible for the engagement, employment, transport, working and living conditions of personnel and in respect of all matters connected therewith. Contractor shall at all times during the continuance of this Agreement conform in all respects to and carry out all obligations imposed on it by the provisions and requirements of the Employees Provident Fund (Miscellaneous Provision) Act, 1952, Payment of Gratuity Act, 1972, Employment State Insurance Act, 1948, Maternity Benefit Act, 1961, Minimum Wages Act 1948 prescribed by Ministry of Labour & Employment Office of the Chief Labour Commissioner, Equal Remuneration Act, 1976, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Contract Labour (Regulation and Abolition) Act, 1971 and any applicable law in the country where any of the services are performed or regulations issued including without limitation all laws, regulations and requirements of Government of India. In no case person under age of 18 Years shall be employed.
- All the proposed staff / personnel shall possess high standard of Integrity, have no affiliation with any political parties or trade unions. This has to be followed during the entire contract period.

- iii) Contractor shall in its dealing with the personnel for the time being employed on or in connection with the Agreement have due regard to all recognized festivals. Contractor shall also observe all relevant local customs and such other conditions and instructions as may be issued to Contractor from time to time by MANAGE.
- iv) Contractor shall administer any National Labour on employment on terms and conditions not less favorable than those established for equivalent sites or locations within India.
- v) Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of persons and property in the neighborhoods of the site against the same.
- vi) Upon the outbreak of any strike or labour dispute involving any of contractor's personnel engaged on the services, Contractor shall forthwith give details thereof to MANAGE. If any dispute arises between the contract labour labour/employees and Contractor agency, the MANAGE will not be responsible in any manner. The Contractor" shall not stop or cause stoppage of work on account of strike or other agitation during the period of contract. The Contractor agrees that it shall be liable for all consequences for the delay caused or loss / damages suffered by the MANAGE due to the stoppage / strike by the Contractor. MANAGE shall recover the cost incurred due to this from the Contractor's running bills.
- vii) Contractor shall within twenty four (24) hours of any occurrence of any accident at or about the site or in connection with the execution of the services or any injury, Loss or damage to any personal or to property of Contractor, MANAGE or of a third party, report such occurrence to the competent authority whenever such a report is required by law.
- viii) MANAGE will have privacy of the contract with the contractor only and will give instructions to the contractor and will have nothing to do or to concern with the conditions of employment of the workers engaged by and or working for Contractor. However MANAGE shall be at liberty to object to and require contractor to remove for with from the site any person employed by contractor in or about execution or performance of service who in the opinion of MANAGE has committed misconduct or whose employment if otherwise considered to be undesirable. Contractor without the written permission of MANAGE shall not again employ such person upon services at any circumstances.
- ix) MANAGE will not, in any manner, be responsible for any act, omission or commission of the workers engaged by the contractor and no claim in this respect will be raised against MANAGE.

CONTRACTOR'S WORKING HOURS:

- i) Normal daily working hours will be 09:00 hrs to 17:30 hrs. (With lunch interval of One hour and 15 mins tea break at both the sessions (Lunch: 1 to 2 pm Morning, Tea break: 11:00 to 11:15 am & 4:00 to 4:15 pm), except those working on shift basis, which will be prepared by Contractor and approved by MANAGE. Sundays will be observed as weekly rest days except in case of persons who will be working on shift basis for special works. The weekly holiday should be given to the workers with an alternative arrangement.
- ii) In this contract, the shift pattern shall comply with local regulations governing the engagement of Labour, such as Contract Labour Law, Shop and Establishment Act etc.
- iii) Contractor will have to work after normal working hours and on Sundays / Holidays to fulfil its obligation of services. Overtime if any for such work shall be to contractor's account deemed to have been included in the rates quoted.
- iv) After normal daily working hours the Contractor is required to deploy the manpower on Sundays / holidays to cater any crises or exigencies on requirement basis without any extra cost to MANAGE. Further, Contractor is responsible and bound to provide coverage for 24 hours a day throughout the Agreement period to attend to any work of the services with full mobilization as required at site and as and when directed by MANAGE's Representative(s) without any extra cost to MANAGE.
- v) During the festive days, Contractor at no extra cost to MANAGE shall make such adjustment as necessary to the working arrangement at each location of the premises to meet such exigencies as may be directed by MANAGE.

SUB-CONTRACTING

The contractor shall not sub-contract the work to any sub-contractor without the prior approval of MANAGE. In case the contractor is found engaging sub-contractor without prior approval, MANAGE reserve the right to terminate the contract and security deposit shall be forfeited.

DEPLOYMENT OF MANPOWER

The contractor has to manage and execute all the works entrusted, through dedicated workers by deploying the required manpower.

The contractor, after studying and understanding / gauging the requirement of MANAGE, shall fix a staff pattern for regular routine works in round the clock and general shift at his/her discretion, strictly adhere to it (which may increase during exigencies). The contractor should indicate the No. of staff / category wise, proposed to be deployed as indicated in the form of an undertaking. These staff members shall carryout the works of both Part-1 & Part-2 as per the plans & schedules in consultation with the concerned engineer. These staff members shall

also carry out all other works as entrusted by the concerned engineer pertaining to landscape related work of MANAGE and shall never say "no" to any of the relevant requirements of MANAGE.

It is fully the responsibility of the contractor to deploy qualified highly skilled manpower with hands on experience, relevant to handle landscape equipment's etc., as applicable. They should be well conversant with Indian standards.

Currently to maintain the similar landscape and horticulture system, the following work force is engaged.

Semi-Skilled	:	12 Nos
Skilled	:	06 Nos

In our experience, this is the bare minimum manpower requirement, to maintain the system. **However, contractors can specify manpower deployment pattern they propose to adopt for this work after thorough studying the scope of the work and clearly understanding the same.** It is completely contractor's responsibility to fix the staff deployment pattern and to fulfill the requirements of MANAGE. The figure mentioned above is indicative only.

The following are the qualification & experience pre-requisites of the staff deployed:

Semi-skilled Workers: Basic garden maintenance experience is required. Incumbents should know how to perform landscape and horticulture works.

Skilled Workers: Experience in operating garden equipment's viz. Lawn moving, trimming / cutting of hedges and borders, landscape and horticulture maintenance works.

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender/Work:-

Dear Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely:

as per your advertisement given in the above mentioned website(s).

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from page no. _____ to _____ (including all documents like annexure(s), schedule(s) etc.), which form part of the contract agreement and I/we shall abide hereby the terms/conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/ bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

CONTRACT FORM

THIS AGREEMENT made on _____ day of _____, 2024 between the Employer represented by Assistant Engineer (Civil), MANAGE, HYDERABAD of the one part and _____ (hereinafter the "Contractor / Agency") of the other part:

WHEREAS the Employer is desirous that certain Goods and ancillary services should be provided by the Contractor/Agency for the services of _____ in MANAGE Campus at Rajendranagar, Hyderabad and has accepted a bid submitted by the Contractor/Agency for the supply of those Goods and Services in the sum of Rs _____ (Rupees _____ only) (hereinafter called the "Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as in the Terms and Conditions in Section III and Section IV of the above-referred Bidding Document.
2. The following documents shall be deemed to form and be read and constructed as part of this agreement, viz., [Verifying the numbers below, as it appears that those points (3 to 7) are sub-points of this point]
3. The Form of Bid and the Price Schedule submitted by the Contractor/ Agency,
4. The Technical Specifications,
5. The General Conditions of Contract,
6. The Special Conditions of Contract and
7. The Employer's Notification of Award.

8. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor/Agency hereby covenants with the Employer to provide the goods and Services and to remedy the defects therein in conformity in all respects with the provisions of the Bidding Documents.

9. The Employer hereby covenants to pay the Contractor/Agency in consideration of the provision of the service Goods and Services and remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS where of the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and Delivered by the

said _____ (For the Employer)

in presence of:

Signed, Sealed and Delivered by the

said _____ (For the Contractor/ Agency)

in presence of:

CERTIFICATE

(PERFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN
THE OFFICE OF MANAGE, RAJENDRANAGAR, HYDERABAD

(To be executed on Rs 20/- Stamp paper & attested by the bidder)

Is/o
.....
..... resident of.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in the National Institute of Agricultural Extension Management (MANAGE), Hyderabad as per detail given below. In case at any stage, it is found that the information given by me is false / incorrect, MANAGE shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the tenderer with seal

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter- in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law).

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. MANAGE by all the Directors of the MANAGE or MANAGE secretary on behalf of all directors. Any breach of these conditions by the MANAGE or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the MANAGE or firm or the concerned person. The MANAGE or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the tenderer with seal

CERTIFICATE

(FOR DOWNLOADING OF TENDER DOCUMENT FROM WEB SITE)

I (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website" <http://www.manage.gov.in> & <http://www.eprocure.gov.in> and no addition / deletion / correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs 50,000/- towards the EMD.

Place:	Signature of tenderer/Authorized Signatory
Date:	Name of the Tenderer :
	Seal of the Tenderer :

CERTIFICATE

DECLARATION REGARDING BLACKLISTING! NON-BLACKLISTING
FROM TAKING PART IN GOVT. TENDER BY MANAGE / GOVT. DEPT
(To be executed on Rs. 20/- stamp paper & attested by the bidder)

I/We Proprietor / Partner (s) / Director (s) of M/s.....
..... hereby declare that the firm/MANAGE namely M/s.
..... has not been blacklisted or
debarred in the past by MANAGE or any other Government organization from taking
part in Government tenders.

Or

I /We Proprietor /Partner (s) /Director (s) of M/s. hereby declare
that the firm/MANAGE namely M/s
Was blacklisted or debarred by MANAGE, or any other Government Department
from taking part in Government tenders for a period of years
w.e.f.....The period is over on..... And now the firm/MANAGE is
entitled to take part in Government tenders.

In case the above information found false I / We are fully aware that the tender /
contract will be rejected/cancelled by O/o MANAGE, HYDERABAD and EMD/SD shall
be forfeited.

In addition to the above MANAGE, Hyderabad will not be responsible to pay the
bills for any completed / partially completed work/services.

Signature
Name.....
Capacity in which as signed.....
Name & address of the firm:
.....

Dated:
seal.

Signature of Bidder with

In case of proprietorship firm, certificate will be given by the proprietor, and in case
of partnership firm, certificate will be given by all the partners and in case of Ltd.
MANAGE by all the Directors of the MANAGE or MANAGE secretary on behalf of all
directors

ANNEXURE – F

LETTER OF AUTHORIZATION FOR ATTENDING THE OFFICE

(Must be submitted to the Assistant Engineer (Civil), MANAGE, Hyderabad on or before date of bid opening)

Place: _____

Date: _____

To
The Assistant Engineer (Civil)
National Institute of Agricultural Extension Management (MANAGE),
Rajendranagar,
HYDERABAD – 500030.

Sir,

I _____ (Authorized signatory) submitting the Bid and subsequently authorize _____ to participate and sign the contract submitted against the Ref.: _____. I/We hereby accept all the terms and conditions of this tender document.

Signature of Authorized signatory

Name: _____

Designation: _____

Seal: _____

(Maximum one representative will be permitted to attend the office. Permission for entry to the office may be refused in case authorization as prescribed above is not received.)

CHECK LIST

1.	Have you enclosed the EMD?	YES / NO
2.	Have you kept your offer valid for 90 days? (After opening of financial bid)	YES / NO
3.	Have you enclosed the following documents?	
	(a) Documents defining constitution or Legal Status of the MANAGE or Firm	YES / NO
	(b) Registration of Firm	YES / NO
	(c) ESI, EPF and GST	YES / NO
	(d) Profit and loss statement / CA's certification for last 3 years	YES / NO
	(e) Experience – copies of orders for past 3 years	YES / NO
4.	Have you enclosed Income Tax Returns for the past three year?	YES / NO
5.	Have you enclosed Power of Attorney in favour of person signing the bid?	YES / NO
6.	Have you signed the pages of bid documents wherever corrections/additions are made?	YES / NO
7.	Have you enclosed the original bid documents?	YES / NO
8.	List of Machinery / Equipment owned by the contractor / agency for these services? (If applicable)	YES / NO