



DELHI TECHNOLOGICAL UNIVERSITY

(formerly DELHI COLLEGE OF ENGINEERING)

Govt. of NCT of DELHI

Shahbad Daulatpur, Bawana Road, Delhi 110 042

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www.dtu.ac.in, www.dce.edu

NOTICE INVITING TENDER FOR PROVIDING HORTICULTURE SERVICES IN DTU

E-tenders are invited under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide the Skilled Gardener (Supervisor for Horticulture Work), Semi-Skilled Gardener (Mali) and Unskilled gardener (Beldar) for Horticulture Services for the **Delhi Technological University, Shahbad Daulatpur, Bawana Road, Delhi-110 042**, for a period of two years (initially for one year) outsourcing basis through **e-tendering**.

Last date for submission/receipt of tender(s) is 09.03.2015 at 2.30pm

Last date for submission/receipt/ Uploading of tender(s) is **09.03.2015 at 14.30 Hrs.** and will be opened/ down loaded by the Tender Committee in the presence of tenderers or their authorized representatives who wish to remain present on the same day at **15.00 Hrs.** in the Office of DELHI TECHNOLOGICAL UNIVERSITY, DELHI. In case of any holiday on the day of opening, the tenders will be opened/ down loaded on the next working day at the same time but the last date and closing time shall remain same, as scheduled above. The tenders received after the above said scheduled date and time will not be considered. No tender by FAX will be entertained.

Designation of the Authorized Officer: Registrar

**Name and Address of the Department: Delhi Technological University
Shahbad Daulatpur, Bawana Road,
Delhi-110 042.**

EMD : Rs.1,60,000/-

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

The present tender is being invited to provide Skilled Gardener (Supervisor for Horticulture Work), Semi-Skilled Gardener (Mali) and Unskilled gardener (Beldar) for the purpose of horticulture work is that the whole office premise (DTU) must look rich with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience of work-environment and at the same time makes the office premises environmental friendly and to make a good impression on the visitors and public who visit here for various purposes. The contractor has to undertake all such jobs/activities required to maintain the office premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not.

2. ELIGIBLE BIDDERS:-

2.1. All agencies who are providing similar kind of services for at least last three consecutive years and having annual average turnover of Rs.9,54,000/- (Rupees Nine Lakhs Fifty Four Thousand) during the last three financial years in the books of accounts.

2.2. The bidder should have the experience of completion of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities as follows:-

- (a) Three similar completed works costing not less than Rs. 12,72,000/-; or
- (b) Two similar completed works costing not less than Rs. 15,90,000/-; or
- (c) One similar completed work costing not less than Rs. 25,44,000/-.

3. QUALIFICATION OF THE BIDDERS:-

3.1. The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.

3.2.

(a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

3.3. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

3.4. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.

3.5. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.

3.6. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his/her bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If Delhi Technological University subsequently finds to the contrary, the DTU reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

3.7. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself/herself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

5. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the Department will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. VISIT TO DEPARTMENT:-

The bidder is required to provide horticulture services to the DTU and is advised to visit and acquaint himself/herself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the DTU and is aware of the operational conditions prior to the submission of the tender documents.

7. TENDER DOCUMENTS:-

7.1. Contents of Tender Documents.

7.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Horticulture Services. The Tender document comprises of:

- (a) Notice of Invitation of Tender.
- (b) Price Bid.
- (c) Terms and Conditions.
- (d) Tender form for providing Horticulture services (Annexure-I)
- (e) Scope of Work (Annexure-II)
- (f) Details of Manpower required (Annexure-III)
- (g) Method of award of work (Annexure-IV)
- (h) Check list for Pre-qualification Bid (Annexure-V)
- (i) Check list for Technical Evaluation (Annexure-VI)
- (j) Undertaking (Annexure-VII)
- (k) Form of Bank Guarantee for Bid Horticulture (Annexure-VIII)
- (l) Form of Agreement (Annexure-IX)
- (m) Form of Bank Guarantee of Performance Horticulture (Annexure-X)
- (n) Price Bid for Horticulture Services (Annexure-XI)

7.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his/her bid.

7.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

7.2. CLARIFICATION OF TENDER DOCUMENT

7.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages, the bidder shall inform the Office of Assistant Registrar (Gen. Admn.), Room No. 104, Ground Floor Admn. Building, DTU.

7.2.2. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he/she shall seek clarification from the Office of Assistant Registrar (Gen. Admn.), Room No. 104, Ground Floor Admn. Building, DTU not later than two weeks before submitting his/her bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the DTU shall be carried out in writing.

7.2.3. Except for any such written clarification by the DTU, which is expressly stated to be an addendum to the tender document issued by the Office of Assistant Registrar (Gen. Admn.), Room No. 104, Ground Floor, Admn. Building, DTU. No written or oral communication, presentation or explanation by any other employee of the Department shall be taken to bind or fetter the DTU under the contract.

8. PREPARATION OF BIDS

8.1. Language

Bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

8.2. Documents Comprising the Bid

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

8.2.1. The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his/her bid in sealed envelopes clearly marked with the name of the Tender.

8.2.2. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

8.2.3. The contractor shall deposit Bid Horticulture (Earnest Money Deposit) for an amount of Rs.1,60,000/- in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of "**Registrar, Delhi Technological University**" along with the Tender document. The Bid Horticulture will remain valid for a period of Sixty days beyond the final bid validity period. Bid securities of the

unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8.2.4. After uploading the bid, the tenderer will submit the copy of Technical bids and EMD will be put in the Tender Box to DTU within two days after the closure of e-tender window (not during the period when the window for e-tender is open), which is available in the counter of the General Administration Branch, Room No. 104, Ground Floor, Admn. Building Delhi Technological University

8.2.5. The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.2.(a)(b) and(c), completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide Horticulture Services.

8.3. BID PRICES:-

8.3.1. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Horticulture at Delhi Technological University. This includes all the liabilities of the contractor such as cost of uniform (if any), and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, EPF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

8.3.2. The rates and prices quoted by the Bidder shall be inclusive of Service Tax.

8.3.3. The rate quoted shall be responsive and the same should be inclusive of all Statutory obligations such as Minimum Wages, ESI, EPF contributions, wages for leave reserve, service charges, all kinds of taxes etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

8.3.4. Conditional bids/offers will be summarily rejected.

8.4. FORM OF BID:-

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

8.5. Currencies of Bid and Payment:-

8.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

8.6. Duration of Contract:-

The contract may be valid for two years (initially for one year) and the DTU reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further two years.

8.7. BID HORTICULTURE:-

8.7.1. The contractor shall deposit Bid Horticulture (Earnest Money Deposit) for an amount of Rs.1,60,000/- in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of “**Registrar, Delhi Technological University**” along with the Tender document. The Bid Horticulture will remain valid for a period of Sixty days beyond the final bid validity period.

8.7.2. Any Tender not accompanied by Bid Horticulture shall be rejected.

8.7.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8.7.4. Bid Horticulture of the successful bidder shall be returned on receipt of Performance Horticulture in the DTU and after signing the contract agreement.

8.7.5. Bid Horticulture shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

8.7.6. Bid Horticulture shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Horticulture within the time frame specified by the Department.

8.8. Format and Signing of Bid:-

8.8.1. The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

8.8.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

8.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Department, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

9. Submission of Bids:-

9.1.1. The bidder shall submit Technical Bid and Financial bids through e-tendering and Technical bids in a separate sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.

9.1.2. The Technical Bid should consist of the following documents:-

- (a) Bid Horticulture (Earnest Money Deposit) for an amount of Rs.1,60,000/- in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of “**Registrar, Delhi Technological University**”;
- (b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, email id, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers, email ids of Directors/Partners also;
- (c) Self attested copy of PAN No. card under Income Tax Act;
- (d) Self attested copy of Service Tax Registration Number;
- (e) Self attested copy of Valid Registration No. of the Agency/Firm;

- (f) Self attested copy of valid EPF Registration Number;
- (g) Self attested copy of valid ESI Registration Number;
- (h) Self attested copy of valid Licence and Number under Contract Labour Act and under any other Acts/Rules;
- (i) Proof of Average Annual turnover as stated in Clause 2.1 supported by audited Balance Sheet, Form 16 of last three years;
- (j) Proof of experience as stated in Clause 2.2.(a), (b) and (c) supported by documents from the concerned organizations; and
- (k) Duly filled and signed Annexures-V, VI and VII.

9.1.2. The Price Bid should contain Annexure-XI i.e. as per BOQ.

9.1.3. The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

9.2 Late and Delayed Tenders:-

9.2.1. Bids must be received in the DTU at the address specified above not later than the date and time stipulated in the NIT. The DTU may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the DTU and the Bidder will be the same.

9.2.2. Any bid received by the DTU after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

10.1 Bid Opening and Evaluation:-

10.1.1. The authorized representatives of the Department will open the Pre-qualification/Technical Bids in the presence of the Bidders or their representatives who choose to attend at the appointed place and time.

10.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

10.1.3. Conditional bids will also be summarily rejected.

10.1.4. Subsequently, the selected technical bids will be evaluated as per the methodology given in the Annexure-IV of the Tender document.

10.1.5. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

10.2 Right to accept any Bid and to reject any or all Bids:-

10.2.1. The Delhi Technological University is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

10.2.2. The Delhi Technological University may terminate the contract if it is found that the contractor is black listed on previous occasions by any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

10.2.3. The Delhi Technological University may terminate the contract in the event the successful bidder fails to furnish the Performance Horticulture or fails to execute the agreement.

11.1 Award of Contract:-

11.1.1. The Delhi Technological University, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

11.1.2. Delhi Technological University, will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount which Department will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

11.1.3. The successful bidder will be required to execute an agreement in the form specified in Annexure-IX within a period of 30 days from the date of issue of Letter of Offer.

11.1.4. The successful bidder shall be required to furnish a Performance Horticulture within 15 days of receipt of 'Letter of Offer' for an amount of Rs. 3,18,000/- in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank from a commercial bank in an acceptable form (Annexure-X) in favour of "**Registrar, Delhi Technological University**". The Performance Horticulture shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Horticulture shall also be extended by the contractor accordingly.

11.1.5. The successful bidder should submit the SOP (Standard Operating Procedures) within two weeks of award of work without which, a penalty of Rs.2000/- each day will be imposed.

11.1.6. The successful bidder will submit the Universal Account No. of ESI/EPF subscription within one month from the award of the work. Quarterly system generated statements of EPF subscription are required to be submitted latest by 10th of every quarter. Non compliance of the same will attract the penalty of Rs.2000/- per day from the 10th day of every month.

11.1.7. The successful bidder will arrange its own bio-matric mechanism to record the attendance which will be required to submit along with the bills submitted on monthly basis. By 10th of every month, the disbursement of remuneration should be done through ECS. Any delay to get the payments from DTU due to any reason will not be the excuse for not releasing the remuneration to deployed staff. The same will attract penalty of Rs.2000/- per day from the 10th day of every month.

11.1.8. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Horticulture.

PRICE BID FOR HORTICULTURE SERVICES

No.	Designation of Employee	Minimum wages per person per month	ESI	EPF + EDLI	Bonus	Service Tax	Service Charge	Total
1.								
2.								
3.								

1. The Contractor shall use its best endeavour to provide Horticulture services to the DTU for providing its best output. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, cost of uniform (if any), of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. If the minimum wages is revised by the Government of NCT of Delhi/Government of India, the incremental wages, if applicable, will be provided.
2. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
3. The contract is initially for one year and extendable for further one year on satisfactory performance of the contractor.
4. The number of manpower required is indicative and the actual quantity may vary.
5. The bidders may quote the rates in Indian Rupees.
6. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

TERMS AND CONDITIONS OF THE CONTRACT

1. SCOPE OF WORK

Note: Before quoting the rates, the Contractors should inspect the office premise of DTU for estimation and should note that all consumables for Horticulture work will be provided by the DTU on monthly basis or as and when required.

The purpose of horticulture work is that the whole campus of DTU must look rich with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience of work-environment and at the same time makes the campus environmental friendly and to make a good impression on the visitors and public who visit here for various purposes. The contractor has to undertake all such jobs/activities required to maintain the campus in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not. While undertaking this work, the contractor will develop the parks and lawns at the open space in the DTU campus in consultation with the designated officer and then simultaneously maintain all the existing as well as the developed lawns/parks. He/She will also develop a nursery for seasonal and perennial type of flowers and plants. He/She will maintain flower pots in the various departments and academic block in consultation with designated officer and ensure that the flowers and plants in those pots do not die or suffer in any manner and that he/she will change them periodically for their good maintenance. He/She will also arrange to keep flower pots with seasonal/perennial flowers on the desks of identified officers on all working days. He/She will also ensure that due to closure of University on weekend days the plants and flowers in the pots kept in the various locations do not suffer in any way. The other normal job in this regard would be:

- (A) To maintain all the trees, plants, shrubs, hedges and lawn as are existing on the date of start of contract and any other lawn/park/plants developed thereafter.
- (B) To plant trees, shrubs etc by excavation/digging as and when required in the interest of the beautiful maintenance of the ambience/park/lawn of DTU.
- (C) To prepare and maintain flower beds, seasonal and perennial both.
- (D) To prepare and maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places to be decided in consultation with the designated officer.
- (E) Cutting of grass in lawns, pruning of plants at required intervals and removing the waste to the proper place.
- (F) Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them.
- (G) Spraying of insecticide and fungicide application/spreading of chemical and manure as and when required/advised.
- (H) Any other job which is required to make the campus from Horticulture point of view beautiful with lush green environment.
- (I) The gardeners should demonstrate own initiative for horticultural up gradation of DTU campus. Seasonal plan(s) for the same should be prepared and submitted to the designated officer.

NOTE: For carrying out these functions, the contractor shall deploy One Skilled Gardener (Supervisor for Horticulture Work), 08 Semi-Skilled Gardeners (Mali) and 13 Unskilled gardeners (Beldar) at DTU daily from Monday to Saturday and on other occasion as and when required. The Skilled Gardener and Semi Skilled Gardeners should be experienced and qualified. The Skilled Gardener should preferably have at least a certificate in horticultural subject or equivalent from a recognized institute. In the event of finding the office premise not in the above mentioned spirit, penalty upto 20% of the total amount of monthly bill will be imposed for the concerned month. Non-performers would be removed and replaced by competent gardeners within two working days by the contractor.

2. All the Staff will be deployed by the Agency after his/her verification is completed and only after proper screening at the University level, conveyed in writing to the agency by the University.

3. The deployed staff by the agency will not join any union/ association and shall have absolutely no claim for employment at the University or any other claim on the DTU.

4. Under the terms of their employment agreement with the Contractor the deployed staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor, failing which appropriate penalty shall be imposed without giving any notice.

5. Full control of the deployed staff provided by the agency will rest directly with the agency. The University will nominate officer(s) by name(s) to oversee the duties of the staff who will deal with the agency and issue necessary orders. The administrative control of the force like pay and allowances, leave, uniform, transfer, appointments, testimonials and replacement, discipline, loyalty and conduct etc. of the personnel will rest with the agency,. All personnel will be the staff of the agency and in no case, any onus in any form or claim of any type for employment or regularisation etc. will rest on or be preferable on the University. The agency will be solely responsible to protect the University against any such claim.

6. The contractor shall indemnify and hold the DTU harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

7. In case the horticulture service arrangements are found unsatisfactory, in its absolute discretion, the University will have every right to terminate the contract with one month's notice, before the maturity period of the contract, without assigning any reason thereof. An appropriate penalty may be imposed on the agency by the University authorities for unsatisfactory work or for any breach of the contract.

8. Subletting of the contract or any part thereof will lead to summary cancellation of the contract, and will make the agency liable to punitive action by the University including forfeiture of the Horticulture deposit.

9. The staff provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, EPF and other as per Workmen's Compensation Act. The list of staff as per format given below, going to be deployed shall be made available to the DTU and if

any change is required on part of the DTU, fresh list of staff shall be made available by the agency after each and every change. Prior consent of University authority will have to be taken before changing a particular staff.

Name	Father's Name	Age	Address	Past Experience, if any	Qualification	Nearest Police Station	Universal A/c No.	Remarks
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10. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the Horticulture personnel engaged by him/her for works. It will be the responsibility of the contractor to provide details of manpower deployed by him/her, in the Department and to the Labour department.

11. As far as EPF is concerned, it shall be the duty of the Contractor to get EPF code number allotted by RPFC against which the EPF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective EPF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Department works, is required to be submitted to the Department. In any eventuality, if the contractor failed to remit employee/employer's contribution towards EPF subscription etc. within the stipulated time Department is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department.

12. The antecedents of staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the DTU and DTU shall ensure that the contractor complies with the provisions.

13. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the DTU. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to given an undertaking (on the format), duly countersigned by the concerned official of the Department, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.

14. All liabilities arising out of accident or death while on duty shall be borne by the contractor.

15. Adequate supervision will be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.

16. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the DTU

17. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the DTU and shall not knowingly lend to any person or company any of the effects of the DTU under its control.

18. The staff shall not accept any gratitude or reward in any shape.
19. That in the event of any loss occasioned to the University, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Department, the said loss can be claimed from the contractor up to the value of the loss will be charged/ deducted from the bill/ amount of awardee contractor. The decision of the Head of the Department will be final and binding on the agency.
20. The contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the DTU may issue from time to time and which have been mutually agreed upon between the two parties.
21. The Department shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the DTU.
22. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff and should project an image of utmost discipline. The DTU shall have right to have any person moved in case of staff/ students complaints or as decided by representative of the DTU if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
23. The successful bidder will arrange its own bio-matric mechanism to record the attendance which will be required to submit along with the bills submitted on monthly basis. By 10th of every month, the disbursement of remuneration should be done through ECS. Any delay to get the payments from DTU due to any reason will not be the excuse for not releasing the remuneration to deployed staff. The same will attract penalty of Rs.2000/- per day from the 10th day of every month.
24. The payment would be made at the end of every month based on the actual duties performed by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the DTU and the contractor/his or her representative/personnel authorized by him/her. No other claim on whatever account shall be entertained by the DTU.
25. In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of staff absent on that particular day shall be levied by the DTU and the same shall be deducted from the contractor's bills.
 - a) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 25 shall be levied.
 - b) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the DTU system immediately.

- c) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, DTU reserves the right to impose the penalty as detailed below:-
- i) 20% of cost of order/agreement per week, upto four weeks delays
 - ii) After four weeks delay DTU reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s) from open market. The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/Horticulture deposit may also be forfeited, if so warranted

26. The contractor shall ensure that its personnel shall not at any time, without the consent of the DTU in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the DTU and shall not disclose to any information about the affairs of DTU. This clause does not apply to the information, which becomes public knowledge.

27. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

28. The contractor shall deploy his personnel only after obtaining the DTU approval duly submitting curriculum vitae (CV) of these personnel, the Department shall be informed at least one week in advance and contractor shall be required to obtain the Department's approval for all such changes along with their CVs.

29. To avoid the monopoly in the activities of University of contractor, only one work will be awarded to one contractor. The awardee contractor will not be eligible to participate in any other tender in the University during the duration of existing work/service.

2. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

3. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

4. "NOTICE TO PROCEED" means the notice issued by the DTU to the contractor communicating the date on which the work/services under the contract are to be commenced.

5. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the DTU.
6. The contract period is for one year from the date of the commencement (as mentioned in Notice to Proceed).
7. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the DTU shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
8. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Department may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the DTU from the contractor.
9. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Department, such money shall be deemed to be payable by the contractor to the DTU within seven days. The DTU shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Horticulture.
10. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
11. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act (wherever applicable).
12. The contracting agency shall not employ any person below the age of 18 years and above the age of 55 years.
13. The contractor shall bear all the expenses incurred on the items i.e. like Khurpas, Pawras, Grass Cutting Talwars and other tools etc. to its staff as per requirements.
14. The Department shall not be responsible for providing residential accommodation to any of the employee of the contractor.
15. The Department shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The DTU does not recognize any employee employer relationship with any of the workers of the contractor.
16. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Department from the agency.
17. If any underpayment is discovered, the amount shall be duly paid to the agency by the DTU

18. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the DTU etc.

19. The contractor will have to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee in every 3 months.

20. The cheque of service Tax amount will be made in the name of concerned department and responsibility to deposit the same will be awardee contractor.

21. The University will not entertain any complaint from the deployed workmen in regard to non-release of salary to them; it will be sole responsibility of the awardee contractor to handle the issue(s) without any hurdle in the service.

22. Penalty:

Process	Requirement	Penalty
1. Deploying Adequate number of personnel/ supervisor	The contractor will provide adequate number of personnel for meeting the service requirement of the department	Rs. 1000/- for every instance when the deployment is found to be deficient.
2. Skilled Gardener/Mali/ beldar to report in uniform	Approved uniform design with name badge.	Rs. 500/- for every member of Skilled Gardener/Mali/ beldar not found in prescribed uniform.
3. Misconduct/misbehavior/Indiscipline by the Skilled Gardener/Mali/ beldar	i) The workmen should be courteous to the staffs and disciplined ii) They should not smoke and spit on the walls/floors etc.	Rs. 500/- for every instance.
4. Copy of individual ESI card issued to each workmen	The contractor will provide a copy of individual ESI card issued to each workman within 30 days from the award of contract.	Rs. 2000/- per day in respect of non submission of individual ESI card.
5. EPF Pass book or Statement of individual PF deposits	The contractor will provide individual Pass book or statement of individual PF deposits	Rs. 2000/- per day in respect of non submission of individual Pass Book/ Statement
6. Payment to Workmen	The contractor will pay monthly wages to their workmen on or before 7 th of every month by ECS only.	Rs. 2000/- per day for payment of wages to the workmen after 7 th of every month.

3. OBLIGATION OF THE CONTRACTOR:

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

4. Dispute Resolution

- a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Principal Secretary/Secretary (of the Administrative Department), Government of NCT of Delhi.
- b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- c. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only

5. JURISDICTION OF COURT

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Delhi Technological University

Shahbad Daulatpur, Bawana Road, Delhi- 110 042.

TENDER FORM FOR PROVIDING HORTICULTURE SERVICES

1. Cost of tender : Rs _____

Affix duly Attested P.P.
Size recent photograph of
the prospective bidder.

2. Due date for tender

3. Opening time and date of tender

4. Names, address of firm/Agency
and telephone numbers. _____

5. Registration No. of the Firm/
Agency. _____

6. Name, Designation, Address
and Telephone No. of
Authorized person of Firm/
Agency to deal with. _____

7. Please specify as to whether
Tenderer is sole proprietor/
Partnership firm. Name and
Address and Telephone No.
of Directors/partners should
specified. _____

8. Copy of PAN card issued by Income Tax Department and Copy of previous Financial Year's
Income Tax Return.

9. Provident Fund Account No. _____

10. ESI Number _____

11. Licence number under
Contract Labour (R&A) Act. _____

12. Details of Bid Horticulture deposited:

(a) Amount :

(b) FDR No. or DD No. or _____

Bank Guarantee in favour of

(c) Date of issue:

Name of issuing authority:

13. Any other information:

14. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder) Name and Address (with seal)

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SCOPE OF WORK OF THE CONTRACTOR

The purpose of horticulture work is that the whole office premise (DTU) must look rich with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience of work-environment and at the same time makes the office premises environmental friendly and to make a good impression on the visitors and public who visit here for various purposes. The contractor has to undertake all such jobs/activities required to maintain the office premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not. While undertaking this work, the contractor will develop the parks and lawns at the open space in the DTU premises in consultation with the designated officer and then simultaneously maintain all the existing as well as the developed lawns/parks. He/She will also develop a nursery for seasonal and perennial type of flowers and plants. He/She will maintain flower pots in the room(s) of senior officers in consultation with designated officer and ensure that the flowers and plants in those pots do not die or suffer in any manner and that he/she will change them periodically for their good maintenance. He/She will also arrange to keep flower pots with seasonal/perennial flowers on the desks of identified officers on all working days. He/She will also ensure that due to closure of office on weekend days the plants and flowers in the pots kept in the officers' room do not suffer in any way. The other normal job in this regard would be:

- (D) To maintain all the trees, plants, shrubs, hedges and lawn as are existing on the date of start of contract and any other lawn/park/plants developed thereafter.
- (E) To plant trees, shrubs etc by excavation/digging as and when required in the interest of the beautiful maintenance of the ambience/park/lawn of DTU.
- (F) To prepare and maintain flower beds, seasonal and perennial both.
- (J) To prepare and maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places to be decided in consultation with the designated officer.
- (K) Cutting of grass in lawns, pruning of plants at required intervals and removing the waste to the proper place.
- (L) Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them.
- (M) Spraying of insecticide and fungicide application/spreading of chemical and manure as and when required/advised.
- (N) Any other job which is required to make the campus from Horticulture point of view beautiful with lush green environment.
- (O) The gardeners should demonstrate own initiative for horticultural up gradation of DTU premises. Seasonal plan(s) for the same should be prepared and submitted to the designated officer.

NOTE: For carrying out these functions, the contractor shall deploy One Skilled Gardener (Supervisor for Horticulture Work), 08 Semi-Skilled Gardeners (Mali) and 13 Unskilled gardeners

(Beldar) at DTU daily from Monday to Saturday and on other occasion as and when required. The Skilled Gardener and Semi Skilled Gardeners should be experienced and qualified. The Skilled Gardener should preferably have at least a certificate in horticultural subject or equivalent from a recognized institute. In the event of finding the office premise not in the above mentioned spirit, penalty upto 20% of the total amount of monthly bill will be imposed for the concerned month. Non-performers would be removed and replaced by competent gardeners within two working days by the contractor.

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Details of Manpower / items required

Sr. No.	Particulars	Nos. of requirement
1.	Skilled Gardener (Supervisor for Horticulture Work)	01
2.	Semi-Skilled Gardener (Mali)	08
3.	Unskilled gardener (Beldar)	13

**Delhi Technological University
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EVALUATION CRITERIA FOR TECHNICAL AND FINANCIAL POINTS

Scoring of ten marks will be based on Annual Turnover, Manpower on roll, experience of running Horticulture services, volume of work performed in preceding years, trained Horticulture /Hygiene Supervisory Staff on roll, ISO certification and other pre-qualification criterion prescribed in the Terms and Conditions of the contract (The concerned Department may fix the marks accordingly).

The firm/agency which has secured seven out of ten marks will be considered as technically qualified. The financial bids of all the technically qualified firms/agencies/bidders will be opened for financial evaluation.

The work will be awarded to the L-1 agency. In case the financial bid of more than one agency is same as L-1, then the work will be awarded to the agency which gets the maximum marks in Technical evaluation.

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CHECK-LIST FOR PRE-QUALIFICATION BID FOR HORTICULTURE SERVICES

Sl. No	Documents asked for	Page number at which Document is placed
1.	Bid Horticulture (EMD) of Rs.1,60,000/- (Rupees One Lakh Sixty Thousand Only) in the form of FDR/DD/Bank Guarantee issued by any scheduled commercial bank in favour of “Registrar, Delhi Technological University” valid for 45 days beyond the Tender Validity Period.	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
3.	Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as per format prescribed in Annexure-VII).	
4.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
5.	Self attested copy of Service Tax Registration No.	
6.	Self attested copy of valid Registration number of the firm/agency.	
7.	Self attested copy of valid Provident Fund Registration number.	

8.	Self attested copy of valid ESI Registration No.	
9.	Self attested copy of valid Licence No. under Contract Labour (R&A) Act, 1970.	
10.	Proof of experiences of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.	
11.	Annual returns of previous three years supported by audited balance sheet (clause 2.1 of NIT)	
12.	Any other documents, if required.	

Signature of the Bidder

(Name and Address of the Bidder)

Telephone No.

Delhi Technological University
Shahbad Daulatpur, Bawana Road, Delhi- 110 042.

Checklist for Technical Evaluation

Sl. No.	Information to be provided	To be filled by the Bidder	For office use
1.	Annual Turnover (in Lakhs)		
2.	Manpower on roll		
3.	Experience of running Horticulture services (in years)		
4.	Volume of work done during last three financial years as specified in clause 2.2 of the NIT.		
5.	Single work of more than Rs. _____ during last three years.		
6.	ISO Certification of the firm (Yes/No)		

Note: Photocopies of all necessary documents duly self attested must be attached for verification of the information provided.

(ON A STAMP PAPER of Rs.100/-)

UNDERTAKING

To

(Designation and Name of the concerned Department)

Name of the firm/Agency_____

Name of the tender_____ Due date:_____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Employee Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We do hereby undertake that complete Horticulture service of the Department shall be ensured by our Agency, as well as any other Point considered by our Agency. Our Horticulture Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs._____Lakhs (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the Bidder)

Name and Address of the Bidder.
Telephone No.

FORM OF BANK GUARANTEE FOR BID HORTICULTURE

(Refer Clause 8.7.1 of the NIT)
(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we _____

(Name and address of Bank), having our registered office at _____
(hereinafter called "the Bank") are bound unto _____
(Delhi Technological University) (hereinafter called "the Department") in sum of
Rs. _____ for which payment will and truly to be made to
the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has
submitted his bid dated _____ for providing Horticulture Services (hereinafter called
"the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of
Rs. _____ (Amount in figures and words) as Performance Horticulture against
the Bidder's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request of the
Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Department and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - (a) The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
 - (b) Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the Department during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para of the NIT.
- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government.

WE undertake to pay to the Department upto the above amount upon receipt of his first written demand, without the Department having to substantiate his demand provided that in his demand the Department will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Name of Witness
Address of Witness

Signature of Authorized Official of the Bank

Name of Official _____

Designation _____

ID No. _____

(Stamp/Seal of Bank)

**Delhi Technological University
Shahbad Daulatpur, Bawana Road, Delhi- 110 042.**

FORM OF AGREEMENT

THIS AGREEMENT is made on the____ day _____(Month)_____(Year)
Between the President of India through _____ (Name and address
of the Department) (hereinafter called "the Department" which expression shall, unless excluded
by or repugnant to the context be deemed to include his successors in office and assigns) of the
one part AND _____ (Name and address of the contractor) through Shri
_____, authorized representative (hereinafter called "the contractor" which
expression shall, unless excluded by or repugnant to the context, be deemed to include his
successors, heirs, executors, administrators, representatives and assigns) of the other part for
providing Horticulture services to the _____ (Delhi Technological University) for
providing safety, monitoring and surveillance of the Department.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - (a) Letter of acceptance of award of contract;
 - (b) Terms and Conditions;
 - (c) Notice inviting Tender;
 - (d) Bill of Quantities;
 - (e) Scope of work;
 - (f) Addendums, if any; and
 - (g) Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and the Horticulture services w.e.f _____ as per the provisions of this Agreement and the tender document.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. _____ (_____ Rupees in words)
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor
Signature of the authorized official

Name of the official

Stamp/Seal of the Contractor

By the said

_____ Name
on behalf of the Contractor in
the presence of:

Witness _____

Name _____

Address _____

Telephone No: _____

For and on behalf of the Board of Management
Signature of the authorized Officer

Name of the Officer

Stamp/Seal of the Employer

By the said

_____ Name
on behalf of the Employer in
the presence of:

Witness _____

Name _____

Address _____

Telephone No: _____

FORM OF BANK GUARANTEE FOR PERFORMANCE HORTICULTURE

(Refer Clause 11.1.4 of the NIT)

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and _____ (Delhi Technological University) (hereinafter called the "Department") of the other part.
2. WHEREAS _____ (Delhi Technological University) has awarded the contract for Horticulture services contract for Rs. _____ (Rupees in figures and words) (hereinafter called the "contract") to M/s _____ (Name of the contractor) (hereinafter called the "contractor").
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Horticulture for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of
the _____ Bank.

Signature of authorized Bank official

Name _____
Designation _____
I.D. No. _____
Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1.

Signature _____
Name _____
Address _____

Witness-2.

Signature _____
Name _____
Address _____