



HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY

TENDER DOCUMENT

for

**REFURBISHMENT AND MAINTENANCE OF
GREENERY UNDER GACHIBOWLI FLY OVER,
URBAN FORESTRY, HMDA**

SHORT TENDER NOTICE

**Director, Urban Forestry,
Buddha Purnima Project (BPP) Building, HMDA,
#6-1-2/1, Tank Bund Road, Hyderabad 500063**

October 2017

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HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY
Director, Urban Forestry, HMDA

(Short Tender Notification No. 1561/UF/HMDA/2017, Dt. 06-10-2017)

I. INVITATION FOR PROPOSAL

- 1.1 Hyderabad Metropolitan Development Authority intends to select a bidder /contractor from amongst the eligible bidders (herein the “**Bidder**”) for undertaking “**Refurbishment of existing greenery with suitable shrubs / individual plants / lawns and to provide strong protection by fixing of Iron Grill around the greenery area and to maintain the same up to 31st March, 2018, Urban Forestry, HMDA**”, hereto (herein after referred to as the “**Project**”); Pursuant to the aforesaid, Bids are invited for **the Project** from the eligible Bidders.
- 1.2 A complete set of tender document can be downloaded from HMDA website www.hmda.gov.in. Between 12.10.2017 to 16.10.2017. Tender schedule is indicated below:

| | |
|---|-------------------------|
| Document download start date & time | : 12-10-2017 @ 10.30 AM |
| Document download end date & time | : 16-10-2017 @ 02.00 PM |
| Last date & time of submission of tender [Bid Due Date] | : 16-10-2017 @ 03.00 PM |
| Date & time of Opening of Technical Tender | : 16-10-2017 @ 04.00 PM |

- 1.3 Bids must be submitted not later than the due time and date specified above and in the manner specified in this Tender Document. The signed and stamped hard copies of the documents shall be submitted at the address given below.
- Director, Urban Forestry,**
Buddha Purnima Project (BPP) Building, HMDA,
#6-1-2/1, Tank Bund Road, Hyderabad 500063
- 1.4 The assessment of actual project costs will have to be made by the Bidders and the Authority bears no responsibility in this respect. However, the Estimated Contract Value is indicated in this tender document.
- 1.5 Terms and Conditions of the tender are detailed at the **Section: IV** of this tender document and shall be part of the Contract Agreement.
- 1.6 **A combination of Bidders is hereby expressly prohibited from submitting a Bid in form of consortium (Joint Ventures). No Bidder shall submit more than one Bid.**
- 1.7 Any entity which has been barred by the (central/ state Government, or any entity controlled by them) from participating in any and the bar subsists as on the date of Bid, would not be eligible to submit its Bid.
- 1.8 More tender details are provided in the DATA SHEET and subsequent sections below.
- 1.9 Interested Bidders are encouraged to visit the Project Office / Site at their own cost and completely satisfy themselves before submitting the tender. Any further information/ clarifications with regard to project can be obtained from the Director, Urban Forestry.

1.10 Interested Bidder should pay INR 1,000/- (Rupees Ten Thousand only) Demand Draft (DD) towards the cost of the tender document

II. DATA SHEET

| S.No | KEY INFORMATION | DETAILS |
|--------------------------------|--|--|
| TENDER DOCUMENT DETAILS | | |
| 1. | Project | “Refurbishment of existing greenery with suitable shrubs / individual plants / lawns and to provide strong protection by fixing of Iron Grill around the greenery area and to maintain the same up to 31 st March, 2018.” |
| 2. | Authority | Hyderabad Metropolitan Development Authority (HMDA) |
| 3. | Scope of Work | Defined in the Section IV of this document |
| 4. | Earnest Money Deposit (EMD) | Bidder should pay INR 61500/- (Rupees Sixty One Thousand and Five Hundred only) Demand Draft (DD) drawn from any Nationalized Bank of India in favor of “ <i>Metropolitan Commissioner, HMDA</i> ” payable at Hyderabad towards the bid security / EMD & the same Original DD to be submitted along with the Bids. |
| 5. | Cost of the Document (Non - refundable) | Bidder should pay INR 1,000/- (Rupees One Thousand only) Demand Draft (DD) drawn from any Nationalized Bank of India in favor of “ <i>Metropolitan Commissioner, HMDA</i> ” payable at Hyderabad towards the cost of the tender document & the same Original DD be submitted along with the Bids. |
| 6. | Security Deposit (precondition for signing the agreement) | <p><i>Pre condition for signing the contract agreement:</i></p> <p>i. Performance Security Deposit: The successful Bidder of work shall pay an amount of 2 ½% (Two and Half Percent) of the value of the work duly adjusting the EMD paid in the form of Demand Draft /BG in favour to Metropolitan Commissioner, HMDA.</p> <p>ii. Additional Security Deposit: For tenders up to 10% less than the estimated contract value of work, <i>no additional security deposit is required (except Performance Security Deposit)</i>. But for tenders more than 10% (less) than of the estimated Contract Value of work, the difference between the tendered amount and 90% of the estimated contract value, shall be paid by the successful tenderer as an additional security deposit to fulfill the contract through a Bank Guarantee or Demand Draft on a Nationalized Bank in the prescribed</p> |

| S.No | KEY INFORMATION | DETAILS |
|---|---|--|
| | | format valid till completion of the work in all respects |
| TENDER CONDITIONS AND EVALUATION | | |
| 7. | Tender Validity | 120 days from the Tender Due Date (TDD) |
| 8. | Eligibility Criteria | <p>A) Proprietorship Firms / Partnership Firms / Registered Firms</p> <p>B) Technical Capacity: The Bidders shall have executed at least two similar¹ projects of contract value not less than Rs. 20,00,000/- (Rupees Twenty Lakh only) per project during the last three years. <i>The completed similar experience certificate from any Government / Public sector organizations of the project experience shall be submitted towards demonstrating the experience.</i></p> <p>C) Financial Capacity: The Bidders shall have an average annual turnover of Rs. 50,00,000/- (Rupees fifty lakhs only) during the last two financial years. <i>The Turnover certified by a practicing Chartered Accountant shall be submitted towards demonstrating the financial capacity.</i></p> |
| 9. | Tender Evaluation | <p>a) Technical Evaluation of bidders that meet the eligibility criteria will only be undertaken. Bidders not meeting the eligibility criteria are deemed to be disqualified from further tender evaluation process.</p> <p>b) Financial Evaluation: Price bids of technically qualified firms will only be opened and evaluated.</p> |
| 10. | Criteria for selection of Bidder/s | <p>The sole criterion for selection of the Bidder/s is the lowest rate quoted for the Work among the rates quoted by all the technically qualified bidders for the work, in their ANNEXURE - B of financial bids.</p> <p><i>Note: The Bidder's shall not quote excess of 5% of the Estimated Contract Value (ECV) defined in the Data sheet.</i></p> |
| DOCUMENTS IN TENDER SUBMISSION | | |
| 11. | Outer Envelope | <p>Outer Envelope shall contains two separate covers clearly mentioned as below:</p> <p>a) Technical (Cover - A)</p> <p>b) Financial Tender (Cover - B)</p> |
| 12. | Technical | To be submitted as per formats provided in the tender document |

¹ Similar projects is defined as Plantation and Maintenance of Avenue plants

| S.No | KEY INFORMATION | DETAILS |
|------|---|---|
| | (Cover - A) | <ol style="list-style-type: none"> 1. Checklist of Technical Bid submission 2. Application letter 3. A copy of registration of Contractor/s with local competent authority, Govt. of Telangana / A.P / India or any other Govt. Departments. Note: <i>Attested copies of documents relating to the Registration of the firm / Registration as Contractor, Partnership deed</i> 4. Copy of Commercial Tax Registration 5. Copy of Latest VAT /GST Registration certificate preceding bid due date. 6. Copies of experience / completion certificates issued by the any Government / Public Sector organizations clearly specifying the duration of experience and corresponding value of works for each year in last five years shall be submitted towards meeting the Eligibility Criteria defined at S.no. 8. B of the Data sheet 7. Average Annual Turnover certified by a Chartered Accountant shall be submitted towards meeting Eligibility Criteria S. no 8.C of the Data Sheet. 8. Original Demand Draft towards EMD / Bid Security. 9. Copy of PAN card of the Firm/ Bidder 10.Original DD towards the cost of the tender document 11. Copy of latest Income Tax returns certificate preceding bid due date. 12. Copy of Labour license certificate from competent authority towards labour capacity of minimum of 20 members shall be submitted. 13. Copy of solvency certificate. |
| 13. | Financial Tenders (Cover - B) | Bidders shall be required to submit their Financial Tenders in the formats (ANNEXURE - A & ANNEXURE - B) provided in the Tender Document duly filled, signed and stamped on their letterhead. |
| 14. | Estimated Contract Value | I. Refurbishment of existing greenery with suitable shrubs / individual plants / lawns provide strong protection by fixing of Iron Grill around the greenery area and to maintain the same up to 31 st March, 2018 - Rs.41,60,793.00 (Details of Works estimate enclosed in Appendix) |
| 15. | Location of Work | Under Gachibowli Fly Over |
| 16. | Address for Submission | Director, Urban Forestry, Buddha Purnima Project, HMDA #6-1-2/1, Lumbini Park, Near Tank Bund Road, Buddha Purnima Project (BPP), HMDA, Hyderabad – 500063. Tele no: 040-23220881 |

III. PREPARATION, SUBMISSION AND EVALUATION OF TENDERS

3.1 GENERAL

- a. The Bids shall be submitted in two covers ~ 1.Technical Bid (Cover -A) and 2.Financial Bid (Cover - B). These two sealed covers shall be enclosed in an outer envelope highlighting the project name, bidder name & address. The sealed proposal (outer envelope) shall be addressed to Director, Urban Forestry, HMDA and submitted in person/ by post/ by courier at the drop box placed at O/O Director Urban Forestry, #6-1-2/1, Lumbini Park, Near Tank Bund Road, Buddha Purnima Project (BPP), HMDA, Hyderabad – 500063.Tele no: 040-23220881.
- b. Bidders shall invariably furnish Original Demand Drafts towards EMD and tender document cost (Rs. 1,000/-) in terms of this Tender Document to the Authority before opening of Bids either personally or through courier or by post within the stipulated time. HMDA shall not take any responsibility for any delay and non receipt of the above.
- c. Bidders shall bear all costs associated with the preparation and submission of its Bids, including any site visits, field investigations, data collection, analysis, etc. as also any discussions/negotiations. The Authority shall not be responsible or liable for any such costs incurred.
- d. Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a proposal non-responsive / at sole discretion of HMDA.
- e. All communication and information shall be provided in writing and in English language only.
- f. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct and final.

3.2 Submission of Documents towards Technical Tender - Cover - A

The documents listed in the Sl no.12 of Data sheet shall be submitted by the Bidders, towards technical part of the tender & along with the Checklist for technical bid submissions.

3.3 Submission of Documents towards Financial Tender - Cover - B

Bidders shall be required to submit their Financial Tenders in the prescribed formats ANNEXURE - A & ANNEXURE- B (indicated in sl. no 13 of Data sheet) provided in the tender document duly filled, signed and stamped on their letterhead.

Note: Bidder is requested to quote a single price bid for all the works put together .

3.4 Opening and Evaluation of Technical Bids

1. The Director, Urban Forestry, HMDA or his authorized representative will open all the Tenders received on the specified date mentioned in the tender document. In the event of the specified date of Tender opening being declared a holiday for the Government, the Tenders will be opened at the specified time and location on the next working day.
2. Each Bidder's proposal will be given a number in the ascending order and will be recorded against total number of tenders. For instance, if the total number of proposals received is five, the first proposal will be recorded as 1/5, the second as 2/5 and so on.
3. Prior to Technical evaluation of Bids, the Authority will determine whether the Bid is accompanied by the required EMD.
4. Subject to confirmation of the EMD by the issuing bank, the Qualification Bid accompanied with valid EMD will be taken up for determination of responsiveness of the Bid in terms hereof
5. Bid shall be considered responsive only if:
 - a) It is signed, sealed and marked as stipulated in of this Tender Document in terms of this Tender Document;
 - b) It contains all the documents in the formats prescribed in this Tender Document;
 - c) It contains DDs towards EMD and Cost of the tender document
6. Evaluation of Technical Tenders will be taken up only if the bidder meets the eligibility criteria as mentioned in the data sheet.
7. The other documents submitted towards technical tender will be opened in the ascending order (1/5, 2/5, etc.) and checked for all the mandatory documents duly signed as per the list provided above and in the prescribed formats. HMDA shall take a decision at its sole discretion with regard to tenders without any of the said documents or documents submitted in any other format other than the prescribed.

3.5 Evaluation of Price/ Financial Tenders

1. The Director, Urban Forestry will evaluate and compare the price Tenders of all the technically qualified Bidders only.
2. Negotiations at any level are strictly prohibited.
3. The Financial/ Price Tenders shall be checked for substantial compliance. If the submission is in substantial compliance with the Financial Tender format/requirements, then, the review and evaluation of the same would be undertaken. If the submission does not satisfy the criteria, the submission will be rejected and such firm will be eliminated from further evaluation process.
4. Evaluation of financial tenders shall be in accordance with the point nos. 9 & 10 of Data Sheet.

IV. GENERAL CONDITIONS & TERMS OF REFERENCE

1. Insurance:

The entire contractor staff, etc. shall be fully covered under Group Personnel Accident (GPA) Insurance policy as per Workmen Compensation Act 1923 & amendments thereafter during the entire Contract period. The insurance cover shall be against any unforeseen accidents, or for any other reasons in the project area.

2. Project Deliverables

- 2.1 Contractor shall be solely responsible for procurement of Plant Material and their quality and quantity as specified in
- 2.2 During the progress of work (including pre and post plantation activities), the contractor should submit a report on daily basis indicating nature of work completed on that respective day through the system developed and prescribed by the HMDA authorities.
- 2.3 The Work should be carried out in accordance with the specifications defined and with in the stipulated time i.e., shall be completed by 30th of October , 2017..
- 2.4 The successful bidder shall possess/provide sufficient infrastructure i.e. tractors for transportation of men and material, water tankers, field equipment etc for the execution of work.
- 2.5 The contractor shall ensure the application of fertilizers, insecticides, manures while planting and after panting as per the protocol specified.
- 2.6 The contractor shall ensure all maintenance operations done as per schedule.
- 2.7 The contractor shall ensure watering to the all plants as per schedule.
- 2.8 The successful bidder is to be complied with the instructions of Urban Forestry wing of HMDA issued from time to time for successful implementation of the project.

3. While quoting the rates for the Plantation & Maintenance, the rates shall be inclusive of cost of pre - plantation, plantation and post plantation activities as indicated in the Tables of APPENDIX, transportation to sites, taxes, loading & unloading charges and other charges etc.

4. **Sole Criteria for selection of Bidder / entrustment of work:** The lowest rate quoted by any Bidder for the work among the rates quoted by all the technically qualified bidders for that **work** (indicated in their ANNEXURE – B of financial bids) which will be considered for entrustment.

5. **Performance Security Deposit:** The successful Bidder of work shall pay an amount of 2 ½% (Two and Half Percent) of the value of work duly adjusting the EMD paid. This is the precondition for entering into the agreement. This payment shall be in the form of Demand Draft (DD) drawn from any Nationalized Bank of India in favor of "Metropolitan Commissioner, HMDA" payable at Hyderabad towards the Performance security.

6. Additional Security Deposit: For tenders up to 10% less than the estimated contract value of work, *no additional security deposit is required (except Performance Security Deposit)*. But for tenders more than 10% (less) than of the estimated Contract Value of work, the difference between the tendered amount and 90% of the estimated contract value, shall be paid by the successful tenderer as an additional security deposit to fulfill the contract through a Bank Guarantee or Demand Draft on a Nationalized Bank in the prescribed format valid till completion of the work in all respects

7. Metropolitan Commissioner, HMDA reserves the right to cancel the tender without notice.
8. EMD of technically disqualified bidders will be returned on the same date.
9. EMD & other deposits (Security Deposit etc.,) submitted by the successful Bidder/s shall not carry any interest.

10. Interpretation:

- 10.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Works have their normal meaning under the language of the contract unless specifically defined. The officer in charge will provide instructions clarifying queries about the conditions of Contract.
- 10.2 The documents forming the Contract shall be interpreted in the following order of priority:
 - 1) Agreement
 - 2) Letter of Acceptance, notice to proceed with the works
 - 3) Contractor’s Tender (Technical bid)
 - 4) Conditions of contract
 - 5) Specifications
 - 6) Bill of quantities (Price-bid)
 - 7) Any other document listed as forming part of the Contract.

11. Officer-in-Charge’s Decisions:

Except where otherwise specifically stated, the Officer-in- Charge will decide the contractual matters between the Department and the Successful Bidder in the role representing the Department.

12. Delegation:

Officer-in-charge may delegate any of his duties and responsibilities to other officers and may cancel any delegation by an official order issued.

13. Communications:

Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act)

14. Sub-contracting:

No sub-Contracting or sub-letting is allowed.

15. Personnel of Successful Bidder:

The Successful Bidder shall employ the required number of personnel.

16. Successful Bidder's Risks:

- 16.1 The successful Bidder shall possess necessary Insurance coverage for the vehicles, equipment, man power, plant material etc involved in the work under the contract with HMDA. All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contract, are the responsibility of the Successful Bidder.
- 16.2 In case of failure to act in the above manner, the department will recover the amounts from the successful Bidder's payments.

17. Safety:

The Successful Bidder shall be responsible for the safety of all activities involved in the project.

18. Scope of Work including Technical Specifications:

- a. During Shrub Planting Digging the trench of size shall be 15 cm depth, trench shall be refilled with red soil and farmyard manure mixed at 4:1 ratio , with application of fertilizers and pesticides.
- b. Application of chemicals and Fertilizers during Shrub planting.
 - a. Lindone dust @20gms/sqmt
 - b. Chemicals, fertilizers, neem cake @ 20gms/sqmt in 2 doses.
- c. Replacement of causalities from time to time, where required in order to have uniform green cover.
- d. Sufficient watering to the shrub @ 5 litres/ sqmt / once in a day (Sub soil moisture shall be maintained continuously)
- e. The bidder shall ensure the protection in all aspects, maintenance, removal of unwanted growth in the shrubs planted.

- f. The alignment of the plantation is very important. The plants shall be perfectly aligned after planting. The bidder shall take enough care/precautions while planting keeping esthetic sense in view.
- g. Any kind of transportation cost shall be borne by the bidder in respect of plant material, work force etc. Therefore the bidder shall have sufficient infrastructure facilities.
- h. The quality of the work shall be ensured by the bidder by engaging technically sound work force at all the levels.
- i. During the maintenance of Shrubs, trimming should be taken up once in 15 days to maintain the esthetic look.
- j. **MAINTENANCE OF LAWNS :**
 - 1. Watering of the lawns @ 10-15 liters /sqm / day basing on the season and weather conditions (sub soil moisture shall be maintained continuously)
 - 2. Lawn mowing and edging of the lawns in the following frequency. Keeping the lawn grass blade not more than 2 cm.
 - a) June to November - Once in 15 Days
 - b) December to May - Once in 30 Days
 - 3. Edging of the lawns in such a way that the lawn grass do not penetrate into the plants and in a defined perfect geometric shapes or smooth curves.
 - 4. Keeping the lawns always in lush green & weed free condition.
- k. **Providing ornamental Railing around the Greenery** should be of size 2.9 mt X 0.9mt with 2 Nos 20mm X 5 mm structural steel flats on top and bottom , 16mm (24Nos) sq rods of length of 470mm between the frames earth work excavation (0.20 X0.20X0.30) filling bed with m-15 grade concrete for fixing the angles, synthetic enamel paint, Ms Steel flowers on the top of grill including cost and conveyance of all materials, fixing welding, labour charges, transportation etc complete.
- l. The progress of the work shall be daily reported through the system developed as mentioned above.
- m. Bidder should carry out work strictly as per the specifications mentioned in the tender. (See Tables in **APPENDIX**).
- n. The decision of quality of work delivered lies with HMDA and shall be binding on the successful Bidder / bidder.

- o. All the said work shall be subject to inspection, examination and testing at all times and stages during the process of work by the HMDA personnel and the HMDA shall have the right to reject and order for removal and replacement of any defective work or require its correction and rectification at any point of time. The onus shall be on the bidder to get such inspections carried out and obtain such approvals. If the bidder fails to comply with these requirements, then all additional or redoing of supplies necessitated as a consequence thereof shall be at the bidder's cost and expense. No inspection or approval shall relieve the bidder of any of his responsibilities, obligations and liabilities under the contract.

19. Scope, Extent & Intent.

- a. The Successful Bidder should take up and carry out the work under the tender in every respect and the work shall include "Refurbishment of existing greenery with suitable shrubs / individual plants / lawns and to provide strong protection by fixing of Iron Grill around the greenery area and to maintain the same up to 31st March, 2018, in accordance with the contract documents and to the discretion and satisfaction of the HMDA. The Successful Bidder shall be fully responsible and liable for everything and all matters in connection with or arising out of or being a result or consequence of his carrying out or omitting to carry out any part of the work.
- b. The tender documents are complementary and what is called for by any one shall be binding as if called for by all. Wherever it is mentioned in the tender documents that the successful Bidder shall perform certain work or provide certain facilities, it is understood that the Successful Bidder shall do so at his own cost. Materials or work described in words, which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards as are applicable.
- c. The extent of work includes the components & specifications of APPENDIX / Agreement. The Successful Bidder should execute the works as per specifications of the tender/contract agreement anywhere in HMDA limits as directed by the Officer Concerned.

20. Execution of Agreement:

- a. The successful Bidder/s shall execute an agreement on Rs.100/- non-judicial stamp paper within seven days from the date of issue of acceptance/confirmation of tender as per the terms and conditions and other norms laid down by Hyderabad Metropolitan Development Authority (HMDA).
- b. The Success Bidder shall pay the security deposits indicated in the clause IV. 07 & 08 of this tender document.
- c. If the Bidder/s fails to sign the prescribed agreement within THREE DAYS of order to commence the work, the Earnest Money Deposit and Security deposit paid shall be forfeited.

21. Payment and Certificate

Payments shall be done for the following two stages independently

5. Payment towards Refurbishment of Greenery, Providing Grill around the Greenery.
6. Payment towards Maintenance as per the specification for a period up to 31st March, 2018.

21.1 Payments towards Work as per the specification will be made to the contractor under the certificate which will be issued at reasonable frequent intervals by the Director, Urban Forestry, HMDA. The Contractor when applying for a certificate shall prepare sufficiently detailed bill, based on the figures of quantities and rates as per the contract to enable the Director, Urban Forestry, HMDA to check the claims and issue the certificate. The deductions from bills shown therein are the normal deductions (*Such as all applicable taxes*) to be made and may include any recoveries or forfeiture under penal clauses.

21.2 Further, the Payments towards the Maintenance as per the specification shall be made to the Contractor at regular intervals as per the terms and conditions under the certificate which will be issued by the Director, Urban Forestry, HMDA. The Contractor when applying for a certificate shall prepare sufficiently detailed bill, based on the figures of quantities and rates as per the contract to enable Director, Urban Forestry, HMDA to check the claims and issue the certificate.

21.3 Mode of payment to the contractor:-

| S.No | Payment | Amount | Remarks |
|------|---------------|---|--|
| 1 | Bill payments | Based on work recorded in M-book and test checked periodically. Not exceeding the Quoted price.. | For refurbishment & providing Iron grill |
| | | Based on periodical survival reports and test checking. | For maintenance works |

22. Payment terms & conditions:

- a. Bills to the Successful Bidder will be paid after completion of work and after issuance of certificate by the officer concerned regarding proper execution of the work and quality i.e., planting of various types of plant materials and providing of Ornamental Railing around greenery to the satisfaction of HMDA as per specifications for the said month and periodical survival reports.
- b. All the applicable taxes, cess etc. applicable in the state of Telangana shall be deducted from the successful bidder/s bills and shall be binding on the bidder.
- c. Any recovery advised by the officers of HMDA etc., due to non- fulfillment of contract conditions shall be recovered from the successful Bidder's bills or EMD etc., as the case may be.

- d. The bidder shall keep in view that any payment shall be subjected to quality of work as per specifications during its progress and the survival plants.
- e. A part of the planting cost i.e. items from 1 to 13 mentioned Annexure B, 70% will be released as soon as work is completed. The rest of work cost will be released at the end of contract period subject to survival of the plants and any third party evaluation as decided later on. Further, it lies with discretion of the Director, Urban Forestry, HMDA.
- f. The payments of maintenance will be released based on survival of plants at regular intervals and quality of maintenance operations that are being carried out by the bidder.
- g. The bidder shall submit current VAT report for every month without fail for smooth transaction and release of funds.

23. Transfer of Contract or Sub-leasing:

Sub-leasing or transfer of this work by the successful Bidder in whatever manner is prohibited and unlawful and liable for cancellation of contract / agreement besides forfeiture of the Earnest Money Deposit, Security deposit and other amounts if any paid by the agency / bidder up to such period.

24. Discretionary powers of the Metropolitan Commissioner, HMDA

- a. The Metropolitan Commissioner, HMDA reserves the right to accept or reject any tenders without assigning any reason. The decision of the Metropolitan Commissioner, HMDA will be final and binding.
- b. In case of any dispute arising during the process of tender, during the period of contract, the decision of the Metropolitan Commissioner, HMDA will be final and binding on the bidder.
- c. The decision of Metropolitan Commissioner, HMDA with regard to the quality of the works executed will be final and binding.
- d. The Metropolitan Commissioner, HMDA will have right to issue directions from time to time for necessary corrections etc.
- e. The Metropolitan Commissioner, HMDA reserves the right to withdraw or cancel agreement / contract with seven days notice in case of inferior quality of work by the bidder / failure in supply the plant material in stipulated time by the bidder.
- f. For violation of any terms and conditions by the bidder, the Metropolitan Commissioner, HMDA shall have the right to cancel the agreement / contract with seven days advance notice and the action initiated by the Metropolitan Commissioner, HMDA shall be binding on the bidder.
- g. The acceptance of tender shall rest with the Metropolitan Commissioner, HMDA who does not bind to accept the lowest tender and reserves to the right to reject any or all the tenders received without assigning any reason(s) whatsoever. Non-acceptance of any tender shall not make the bidder(s) liable for compensation or damages.

25. Compliance of other laws & Acts

- a. The bidder shall be wholly and solely responsible for full compliance with the provisions under all labour laws and / or regulations such as payment of wages Act 1948, Employees Liability Act 1938, Workmen’s Compensation Act 1923, Industrial Disputes Act, 1947, the Maternity Benefit Act 1961, the Contract Labour (Regulations and Abolition) Act 1970 and the Factories Act 1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time. The bidder shall assume liability and shall indemnify the HMDA from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract. In general, in respect of all labour directly or indirectly employed in the work for the performance of bidder’s part of the Contract, the bidder shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. The bidder shall pay to labour employed by him wages not less than the minimum wages as defined in the relevant local labour regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever applicable. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the work, as laid down by the concerned local authorities.
- b. The bidder shall include in the tender amount all expenses necessary to meet his obligations for making contributions towards employee’s benefits funds (such as provident fund, ESI benefits, old age pension and / or any other benefits / compensation legally payable) in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the bidder and are to be produced for scrutiny by the concerned authorities whenever called for.

26. Indemnity

The successful Bidder shall indemnify, defend and hold and keep indemnified, the HMDA from and against all actions, suits, claims costs, liabilities and demands brought or made against the HMDA in respect of any matter or thing done or omitted to be done by the bidder or any of their employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the work or the bidder’s performance under this contract and against any loss or damage to the HMDA in consequence of any action or suit being brought against the bidder or any of his employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the work under this contract, including but not limited to non-compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights and specifically regarding use, storage and disposal of hazardous materials.

27. Standards of conduct

The bidder, in performing its obligations under this contract, shall establish and maintain appropriate business standards, procedures and control, including those necessary to avoid any real or apparent impact on the interests of the HMDA. HMDA will in no event reimburse the bidder for any costs incurred for purposes inconsistent with such policies.

28. Penalties / Forfeitures:

- a. In case the successful Bidder/s withdraws during the continuance of contract period due to any reason, the Earnest Money Deposit and performance security deposit stands forfeited.
- b. If it shall appear to the HMDA during the progress of work that any work or part of work is executed with unsound, imperfect or unskillful workmanship or with methods of any inferior description or that any materials or articles provided by the bidder for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the bidder shall, on demand in writing from the HMDA specifying the work, materials or methods complained of, notwithstanding that the same may have been passed and certified, forthwith rectify or remove and re-execute the work so specified in whole, or in part as the case may require as the case may be, remove the materials or methods at his own proper charge and cost and in the event of his failing to do so within a period so specified by the HMDA in his demand aforesaid, the HMDA may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the bidder, and deduct the expenses from the sums that may be due at any time thereafter may become due to the bidder.
- c. If the HMDA deems it inexpedient to get corrected or rectified any work of the bidder which is defective or damaged or of substandard quality or is generally not in accordance with the contract documents, then an equitable and appropriate penalty shall be levied thereof on the bidder, and the HMDA's decision in this respect shall be final and binding on the bidder.
- d. The bidder has to carry out the work strictly within stipulated time as mentioned in the work orders or service level agreement failing which the bidder will be levied a penalty of 1% of the contract value for every (03) days subject to maximum of (09) days. If the bidder fails to execute the work even after (15) days the contract will be terminated and the bidder will be black listed and EMD will be forfeited.
- e. HMDA shall reserve the right to levy penalty @ Rs.1000/- per day in the event of violation of conditions of agreement as and when required.

29. Settlement of disputes:

- a. If any dispute of difference of any kind whatsoever arises between the department and the successful Bidder in connection with, or arising out the contract, whether during the progress of the works or after their completion and whether before or the after the termination, abandonment or breach of the contract, it shall be in the first place, be referred to and settled by the Director, Urban Forestry, HMDA who shall, within a period of thirty days after being requested by the successful Bidder to do so, give written notice of his decision to the successful Bidder. Upon receipt of the written notice of the decision of the Director, Urban Forestry, HMDA the successful Bidder shall promptly proceed without delay to comply with such notice of decision.
- b. If the Director, Urban Forestry, HMDA fails to give notice of his decision in writing within a period of thirty days after being requested or if the successful Bidder is dissatisfied with the notice of the decision of the Director, Urban Forestry, HMDA, the successful Bidder may within thirty days after receiving the notice of decision appeal to the department who shall offer an opportunity to the successful Bidder to be heard and to offer evidence in support of his appeal, the department shall give notice of his decision within a period of thirty days after the successful Bidder has given the said evidence of support of his appeal, subject to arbitration, as hereinafter provided. Such decision of the department in respect of every matter so referred shall be final and binding upon the successful Bidder and shall forthwith be given effect to by successful Bidder, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereafter provided, or not. If the department has given written notice of the decision to the successful Bidder and no claim to arbitration, has been communicated to him by the successful Bidder within a period of thirty days from receipt of such notice the said decision shall remain final and binding upon the successful Bidder. If the department fail to give notice of his decision, as aforesaid within a period of thirty days after being requested as aforesaid, or if the successful Bidder be dissatisfied with any such decision then and in any such case the successful Bidder within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as detailed below:-

30. Settlement Of Claims:

- a. Settlement of claims for Rs. 50,000/- and below by Arbitration. All disputes or difference arising of or relating to the contract shall be referred to the adjudication as follows:

| Sl. No. | Value of Claim | Panel of Arbitrators. |
|---------|---------------------------------------|---|
| a) | Up to 500,000/- | Director, Urban Forestry, HMDA |
| b) | Above 500,000/- and up to 10,00,000/- | Metropolitan Commissioner, HMDA |
| c) | Above 10,00,000/- | They shall be decided by the Civil Court of Competent Jurisdiction by way of Regular suit and not by arbitration. |

- b. The arbitration shall be conducted in accordance with the provision of India Arbitration and Conciliation Act 1996 or any statutory modification thereof. The arbitrator shall state his reasons in passing the award.
- c. A reference for adjudication under these clauses shall be made by either party to the contract within six months from the date of intimating the successful Bidder of the preparation of final bill or his having accepted payment.
- d. The relevant clauses of Telangana detailed standard specification stand modified to the extent provided in the clause.

NOTE Claim means all claims in that contract.

31. Termination:

- 31.1 The Department may terminate the Contract if the contractor causes a fundamental breach of the Contract.
- 31.2 Fundamental breaches of Contract include, but shall not be limited to the following.
- The Contractor stops work for 03 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Director (UF).
 - The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
 - The Director, Urban Forestry, HMDA gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Director, Urban Forestry, HMDA; and
 - The Contractor does not maintain a security which is required and
 - The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined.
 - If the contractor, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

31.3 Notwithstanding the above the Department may terminate the contract for convenience.

31.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secured leave the Site as soon as reasonably possible.

32. Payment upon Termination:

32.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Director (UF) shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Department exceeds any payment due to the Contractor the difference shall be a debt payable to the Department.

V. **APPENDIX**

TABLE-1: Items of work that are to be carried out by successful bidder under Guchibowli Fly over

Sl.No Item of work

I A REFURBISHMENT OF GREENERY :

1. Shrub Planting : Digging the trench of size 15 cm depth, refilling the trench with red soil including cost of red soil and farmyard manure at 4:1 ratio, internal transportation of plants and planting the plants including the application of fertilizers and pesticides etc. complete.

2. Lawn :

- a) Bed preparation: Dressing the surface to the desired shape, laying 6" Layer of fine red soil, covered with a thin layer of sand , watering rolling with hand roller (4" thick ness after rolling)
- b) laying or Ramming
- c) Regular watering removal of weed protection etc for 45 days for initial establishment

I B PROVIDING ORNAMENTAL RAILING AROUND GREENERY :

1. Providing ornamental Railing around the rotary of size 2.9 mt X 0.9mt with 2 Nos 20mm X 5 mm structural steel flats on top and bottom , 16mm (24Nos) sq rods of length of 470mm between the frames including earth work excavation (0.20 X0.20X0.30) filling bed with m-15 grade concrete for fixing the angles, synthetic enamel paint, Ms Steel flowers on the top of grill including cost and conveyance of all materials, fixing welding, labour charges, transportation etc complete

I C MAINTENANCE OF GREENERY (FOR 6 MONTHS)

1. MAINTENANCE OF HEDGE / SHRUB PLANTING :
 - a) .Trimming of hedges / shrubs once in 15 days
 - b) Watering hedges /shrubs once in a day @ 5 liters /per sqmt/per day (sub soil moisture shall be maintained continuously)
 - c) Formation of Basins 1 ft away form the hedge.
 - d) Application of fertilizers, insecticides, fungicides @ 20 gms /pit /sqmt)
2. MAINTENANCE OF LAWNS :
 - a) Watering of the lawns @ 10-15 liters /sqm / day basing on the season and weather conditions (sub soil moisture shall be maintained continuously)
 - b) Lawn mowing and edging of the lawns in the following frequency. Keeping the lawn grass blade not more than 2 cm.
 - i. June to November - Once in 15 Days
 - ii. December to May - Once in 30 Days
 - c) Edging of the lawns in such a way that the lawn grass do not penetrate into the plants and in a defined perfect geometric shapes or smooth curves.
 - d) Keeping the lawns always in lush green & weed free condition.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

Table 2 : Detailed Estimate of Works for Calculation of ECV.

ESTIMATE FOR THE REFURBISHMENT OF GREENERY UNDER GUCHIBOWLI FLYOVER

| S.No | Description of the work | Item No | Unit | Qty | Rate | No | Amount |
|---|---|-----------------|------|------|---------|-----|-------------------|
| I (A) Refurbishment of Greenery | | | | | | | |
| 1 | HEDGE / SHRUB PLANTATION : Digging the trench of size 15 cm depth, refilling the trench with red soil including cost of red soil and farmyard annure at 4:1 ratio, internal transportation of plants and plating the plants including the application of fertiliers and pesticides etc. complete but excluding the cost of fertilizer | 372.3.c | sqmt | 5113 | 257 | 1 | 1314041.00 |
| 2 | LAWN Bed preparation: Dressing the surface to the desired shape, laying 6" Layer of fine red soil, covered with a thin layer of sand , watering rolling with hand roller (4" thick ness after rolling) | 371.2. a. ii | sqmt | 450 | 270 | 1 | 121500.00 |
| 3 | laying or Ramming | 371.2.c | sqmt | 450 | 47.00 | 1 | 21150.00 |
| 4 | Regular watering removal of weed protection etc for 45 days for initial establishment | 371.2.d | sqmt | 450 | 8.00 | 1 | 3600.00 |
| 5 | Cost of fertilizers and pesticides | | | | | | 6000.00 |
| 6 | Contingies | | | | | | 4844.00 |
| 7 | Cost of Plant Matereial | | | | | | 251000.00 |
| Sub Total | | | | | | | 1722135.00 |
| I (B) Providing Ornamental Railing / grill around greenery | | | | | | | |
| 1 | Providing ornamental Railing around the rotary of size 2.9 mt X 0.9mt with 2 Nos 20mm X 5 mm structural steel flats on top and bottom , 16mm (with spikes on top - 24Nos) sq rods of length of 470mm between the frames including earth work excavation (0.20 X0.20X0.30) filling bed with m-15 grade concrete for fixing the angles, synthetic enamel paint, Ms Steel flowers on the top of grill including cost and conveyance of all materials, fixing welding, labour charges, transportation etc complete at Gachibowli. | SSR | rmt | 730 | 2071.50 | rmt | 1512195.00 |
| 2 | GST 12% | | | | | | 181463.40 |
| Sub Total | | | | | | | 1693658.40 |

| I (c) Maintenance of Greenery | | | | | | | |
|--|---|--------|------|------|------|-----|-------------------|
| 1 | <p>MAINTENANCE OF HEDGE / SHRUB PLANTING :</p> <p>1.Trimming of hedges / shrubs once in 15 days</p> <p>2.Watering hedges /shrubs once in a day @ 5 liters /per sqmt/per day (sub soil moisture shall be maintained continuously)</p> <p>3. Formation of Basins 1 ft away form the hedge.</p> <p>4. Application of fertilizers, insecticides, fungicides @ 20 gms /pit /sqmt)</p> | 372.3. | sqmt | 5113 | 2371 | 100 | 727375.38 |
| 2 | <p>MAINTENANCE OF LAWNS :</p> <p>1. Watering of the lawns @ 10-15 liters /sqm / day basing on the season and weather conditions (sub soil moisture shall be maintained continuously)</p> <p>2. Lawn mowing and edging of the lawns in the following frequency. Keeping the lawn grass blade not more than 2 cm. a) June to November - Once in 15 Days b) December to May - Once in 30 Days</p> <p>3. Edging of the lawns in such a way that the lawn grass do not penetrate into the plants and in a defined perfect geometric shapes or smooth curves.</p> <p>4. Keeping the lawns always in lush green & weed free condition.</p> <p>5 .Application of fertilizers, insecticides, fungicides etc</p> | 372.2 | sqmt | 450 | 534 | 100 | 14418.00 |
| 3 | Cost of fertilizers and pesticides for 6 months | | | | | | 1500.00 |
| 4 | Contiguous | | | | | | 1707.00 |
| | Sub Total | | | | | | 745000.38 |
| | Grand Total | | | | | | 4160793.78 |
| | | | | | | or | 4160793.00 |

Table 3: Design for Grill.



**VI. FORMATS FOR
TECHNICAL TENDER SUBMISSION**

CHECKLIST FOR TECHNICAL BID SUBMISSIONS

| SNo. | Enclosures to the technical bid Proposal | Status (Submitted / Not Submitted) |
|-------------|---|---|
| 1. | Application letter | |
| 2. | A copy of registration of Firm with local competent authority, Department of Horticulture, Govt. of Telangana / A.P / India or any other Govt. Department or | |
| 3. | Copies of work Orders (or) completion certificates (or) any proof of experience State / Central / PSU Government organization in any one year during the last five financial years. | |
| 4. | Original Demand Draft (DD) towards EMD / Bid Security | |
| 5. | Copy of PAN card of the Firm/ Bidder | |
| 6. | Original DD towards the cost of tender document | |
| 7. | Copy of latest Income Tax returns certificate preceding bid due date. | |

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Place:

APPLICATION LETTER (LETTER OF PROPOSAL)

To
Director, Urban Forestry,
Buddha Purnima Project (BPP) Building, HMDA,
#6-1-2/1, Tank Bund Road, Hyderabad 500063

Dear Sir,

Sub: HMDA - UF - REFURBISHMENT OF EXISTING GREENERY WITH SUITABLE SHRUBS / INDIVIDUAL PLANTS / LAWNS AND PROVIDE STRONG PROTECTION OF IRON GRILL AROUND THE GREENERY AREA, AND ITS MAINTENANCE UPTO 31ST MARCH, 2018 - Application Letter Reg.

-oOo-

In response to your Notice Published in the Daily Newspapers and in the HMDA's website, I / we submit my / our application as follows.

1. Name of the applicant's : _____
(Proprietor/ Partnership/ Registered firm) (In BLOCK LETTERS)
2. Address of the applicant : _____

- Tel No : Off: _____ Resi: _____
3. Present business/occupation : _____
4. PAN Card No : _____
5. Details of the EMD paid : Amount Rs. _____, DD No: _____
Date: _____, Bank _____
6. Further, I/We acknowledge that the Authority will be relying on the information provided in the Tender (RFP) and the documents accompanying the Proposal for selection of the Successful Bidder, and we certify that all information provided in the Tender and in the Appendices are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
7. I / We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating our Tender.
8. I / We acknowledge the right of the Authority to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

9. I/We declare that:
- a) I / We have examined and have no reservations to the Tender Document, including any Addendum issued by the Authority;
 - b) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or tender document issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - c) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this Tender Document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
10. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Tender that you may receive nor to select the Bidder, without incurring any liability to the Bidder in accordance with the Tender Document.
11. I/We agree and understand that the tender is subject to the provisions of the Tender Document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected.
12. In the event of my/our firm being selected as the Successful Bidder, I/we agree and undertake to provide our services in accordance with the provisions of the Tender Document on our own and not through any sub Contractor or associate or any others.
13. I/We have studied tender document and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Project.
14. I/We agree and undertake to abide by all the terms and conditions of the Tender Document. In witness thereof, I/we submit this Tender under and in accordance with the terms of the Tender Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Place:

VII. FORMATS FOR FINANCIAL TENDER SUBMISSION

ANNEXURE - A

FINANCIAL PROPOSAL

[On the Letter head of the Firm]

Date:

To

Director, Urban Forestry,

Buddha Purnima Project (BPP) Building, HMDA,
#6-1-2/1, Tank Bund Road, Hyderabad 500063

Sub: HMDA - UF - REFURBISHMENT OF EXISTING GREENERY WITH SUITABLE SHRUBS / INDIVIDUAL PLANTS / LAWNS AND PROVIDE STRONG PROTECTION OF IRON GRILL AROUND THE GREENERY AREA, AND ITS MAINTENANCE UPTO 31ST MARCH, 2018 – Financial Proposal - Reg.

Dear Sir,

As a part of the Proposal for REFURBISHMENT OF EXISTING GREENERY WITH SUITABLE SHRUBS / INDIVIDUAL PLANTS / LAWNS AND PROVIDE STRONG PROTECTION OF IRON GRILL AROUND THE GREENERY AREA, AND ITS MAINTENANCE UPTO 31ST MARCH, 2018 to Urban Forestry, HMDA, we hereby submit the quotation for REFURBISHMENT OF EXISTING GREENERY WITH SUITABLE SHRUBS / INDIVIDUAL PLANTS / LAWNS AND PROVIDE STRONG PROTECTION OF IRON GRILL AROUND THE GREENERY AREA, AND ITS MAINTENANCE UPTO 31ST MARCH, 2018 in ANNEXURE - B to the Hyderabad Metropolitan Development Authority (HMDA).

We abide by the quote for the work indicated in ANNEXURE - B, terms and conditions of the tender document, if HMDA selects us as the successful Bidder for this particular project.

We abide to the below indicated sole criteria of selection of successful Bidder;

“The lowest rate quoted by any Bidder for the work among the rates quoted by all the technically qualified bidders for that work (indicated in their ANNEXURE – B of financial bids) which will be considered for entrustment”

We agree that this offer shall remain valid for a period of Sixty (60) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

Note: The financial proposal to be submitted strictly as per the above format. Non compliance to the above format shall disqualify the firm's proposal

ANNEXURE - B

| <i>Name of the Work</i> | <i>E C V</i> | <i>Bidder Quote</i> |
|---|--------------|---------------------|
| Refurbishment of existing Greenery with suitable shrubs / Individual Plants / Lawns and provide Strong Protection of Iron Grill around the Greenery area and its maintenance up to 31 st March 2018. | 41,60,793=00 | |

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

VIII. FORMATS OF SECURITIES

PROFORMA

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

WHEREAS (Name of the Contractor) (here in after called “the Tenderer”) has submitted his tender response to NIT No..... dated:..... for the work “” (Name of work) (hereinafter called “the tender”).

KNOWN ALL MEN by these present that we (Name and Address of Bank) (hereinafter called “the Bank” are bound unto / (name of the designated PAO) in the sum of * for which payment will and truly to be made to the said Department, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Bank this day of200.... THE CONDITIONS of this obligation are:-

- (1) If after Tender opening the tenderer withdraws or modifies his Bid during the period of bid validity specified in the Form of Tender.
- (2) If the Tenderer having been notified of the acceptance of his bid by the Department during the period of validity.
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the balance EMD and additional performance Security in accordance with the instructions of Tenderers.

We undertake to pay to the Department up to 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 the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date** after the dead line for submission of Tenders as such deadline is stated in the Instructions to Tenders or as it may be extended by the Department, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE..... SIGNATURE OF THE BANK
WITNESS..... SEAL.....

(Signature, Name and Address)

* The Tenderer should insert the amount of the EMD in words and figures denominated in Indian Rupee. This figure should be the same as shown in the NIT.
** 6 months for the deadline date for submission of Tender. Date should be inserted by the Department before the Tender documents are issued.

PROFORMA- BANK GUARANTEE FOR ADDITIONAL FURTHER SECURITY

_____ (name and address of Department)

WHEREAS _____ (name and address of Contractor)
(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No.
_____ dated: _____ to execute _____ [name of Contract
and brief description of works] (hereinafter called “the Contractor”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Schedule bank for the sum specified therein as Additional further security bank guarantee for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____ [amount of guarantee] _____ [in words], such sum being payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to and until 28 days from the date completion.

Signature & seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____