



NOTICE INVITING TENDER

For painting work in various Academic and Non Academic buildings , MANUU Campus,
Gachibowli, Hyderabad

[Tender published on e-procurement (CPPP) of GOI]

Notice Inviting e-Tender No.	MANUU/ENGG/2022-23/002
Type of Tender/Form of Contract/ Bidding	Open/ Work Contract/ Single Stage Two Envelop System through e-Procurement
Submission of Bids	Online on CPPP portal only
Name of Work	Painting work in various Academic and Non Academic buildings , MANUU Campus, Gachibowli, Hyderabad
Estimated cost (Tender Value)	Rs. 4,96,714/-
Earnest Money Deposit (EMD)	Rs. 9,934/- (2% of the tender value)
Performance Guarantee	Rs. 14,901/- (3% of the tender value)
Date of start of Bid Submission	16-11-2022 at 3:00PM
Last date & Time for submission of Bids	24-11-2022 at 3:00PM
Date & Time of Opening of Technical Bids	25-11-2022 at 3:00PM
Date and Time of Opening of Financial Bids	Technically qualifying bidders will be informed through CPPP
Submission of hard copies of EMD	The original EMD should reach the Engineering Section, MANUU up to 3:00 PM on 24.11.2022.

Sd/-
Executive Engineer
MANUU


Percentage rate Contract

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Gachibowli, Hyderabad**

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Certified that this N.I.T contains 1 to37 pages (Thirty seven) only.


Executive Engineer
MANUU, Hyderabad.



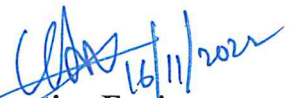
مولانا آزاد نیشنل اردو یونیورسٹی
MAULANA AZAD NATIONAL
URDU UNIVERSITY

Notice Inviting Tender

For Painting work in various Academic and Non Academic buildings , MANUU
Campus, Gachibowli, Hyderabad

Tender No: MANUU/ENGG/2022-23/002

The Executive Engineer, MANUU, Hyderabad on behalf of Registrar, MANUU invites Percentage rate bids from eligible contractors of CPWD/MES/Railways/BSNL /Telangana PWD/Central/ State Autonomous bodies/ Undertakings etc. (Civil Category) through online mode on CPPP for painting work in various Academic and Non Academic buildings , MANUU Campus, Gachibowli, Hyderabad. The bids are to be submitted online on CPP portal only before 24.11.2022 at 3:00PM. The required information will be available on 'eprocurement.gov.in' & 'www.manuu.edu.in'. For any query, you may please contact Mr. S Nageswara Reddy, Executive Engineer, Engineering Section Ph. No. 8333853369/ executive_engineer@manuu.edu.in before the date/time given in the online tender document / CPPP for seeking clarification.


Executive Engineer
MANUU, Hyderabad

INSTRUCTIONS FOR BIDDER

1. The intending bidder must carefully read the terms and conditions CPWD-6/7/8 as applicable for item rate contracts. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. The contractor shall be a registered/enlisted contractor and should produce valid and definite proof of appropriate class registered by state or central government departments or state/central autonomous bodies or undertakings.
3. Contractors who fulfill the following requirements shall be eligible to apply.
(a) Should have satisfactorily completed the works as mentioned below during the last Seven years ending previous day of last date of submission of bids.
Three similar works each costing not less than Rs 1,98,686/-
or
Two similar works each costing not less than Rs 2,48,357/-
or
One similar work costing not less than Rs 3,97,371/-.
Similar works means, maintenance/construction of buildings.
4. Only work completed and certified by competent authority of the organization will be accepted as experience certificate. Certificate not issued in the name of bidder (Contractor) or issued by an authority not competent to issue such certificate will not be accepted. Mere work order or purchase order etc., issued will not qualify for experience.
5. The copies of relevant certificates of income tax/IT returns, for the years 2019-20, 2020-21 and 2021-22 PAN Card, GST register certificated should accompany the technical bid.
6. To become eligible for issue of tender, the tenderer shall have to furnish an undertaking, as per Form 'J' affidavit at Annexure-V of this NIT.
7. Instructions for bidders posted on website shall form part of bid document.
8. The contractor submitting the bid should read the schedule of quantities, Special conditions, additional conditions, particular specifications and other terms and conditions given in the NIT. The bidder should also read the CPWD General Conditions of Contract for Works 2020 Maintenance with all correction slips issued up to the last date for submission of bid, which is available as a Government of India Publication and also can be seen on CPWD website (www.cpwd.gov.in). Where ever the following words appear in CPWD GCC, they may be read as follows:

<u>For</u>	<u>Read as</u>
i. CPWD	MANUU
ii. Superintending Engineer	Registrar, MANUU
iii. Divisional Officer	Executive Engineer, MANUU
iv. Sub-Divisional Officer	Assistant Engineer (Civil), MANUU
v. Engineer-in-Charge	Executive Engineer, MANUU
vi. Director General (DGs)/SDG/ADG/ Chief Engineer	Vice-Chancellor/ Pro Vice-Chancellor, MANUU

However, provisions included in the bid document shall prevail over the provisions contained in the standard form. The contractor should also visit the site of work and acquaint himself with the site conditions before Bidding.

9. Agreement shall be drawn with the successful tenderer in the prescribed Form No. CPWD 7/8 which is available in the University of Hyderabad website. Tenderer shall quote his percentage on tender value as per various terms and conditions of the said form which will form part of the agreement.

10. The time allowed for carrying out the work is 15 days from the date of start as defined in clause 5 Scheduled "F" or from the first date of handing over of the site, whichever is later, in accordance with phasing if any indicated in the tender document. The site shall be made available as and when required for execution of work.
11. Tenders shall be accompanied with Earnest money of 2% of estimated cost put to tender/fixed deposit receipt of a scheduled bank/demand draft/banker check of a scheduled bank issued in favour of Finance Officer, University of Hyderabad payable at Hyderabad.
12. The bid can only be submitted after submitting the EMD cover with original EMD in the office of Executive Engineer MANUU and uploading the mandatory scanned documents such as Insurance Surety Bonds, Account payee Demand Draft, Fixed Deposit Receipts and bankers Cheque or bank Guarantee from any of the commercial Banks or online payment in towards EMD in favour of Finance Officer, MANUU.
13. The Earnest Money in the form of Demand Draft or Banker's Cheque or Fixed Deposit Receipt, etc., drawn in favour of Finance Officer, MANUU, Hyderabad shall be scanned and uploaded to the e-tendering website(CPPP) within the period of bid submission. The original EMD should be deposited in the office of Executive Engineer, MANUU within the period of bid submission. The Executive Engineer shall issue a receipt of deposition of Earnest Money deposit to the bidder in a prescribed format.
14. The Bidder/contractor, whose tender is accepted, will be required to furnish performance guarantee of 3% (Three Percent) of the tendered amount (including the EMD amount) within the period specified in Schedule F. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank, Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank in accordance with the prescribed form.
In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule "F" including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
15. Performance Security is to be furnished within 7 days from the date of notification of the award and it should remain valid for a period of 30 (thirty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP). This period can be further extended by Engineer-in-Charge up to a maximum period of 3 days on the written request of the contractor subject to payment of late fee @ 0.1% per day of Performance Guarantee amount.
16. The performance security will be forfeited and credited to the MANUU account in the event of a breach of contract by the contractor. It shall be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than 365 days of completion of the Defect Liability Period (DLP).
17. GST on all materials as well as GST on Work Contract etc., or any other taxes applicable in respect of this contract shall be payable by the Contractor. Percentage rate quoted by him shall be indicated separately with GST component and Government will not entertain any claim for reimbursement whatsoever in respect of the same.
18. The quoted item rates of the contract shall be final and nothing extra shall be paid. Further the rates quoted by the contractor shall be inclusive of labour welfare cess and the same shall be recovered from the contractor's bills and will be remitted by the University as per relevant rule position, if any.
19. Bid Document consisting of specifications, the schedule of quantities of the various types of items to be executed and the set of terms and conditions of contract to be complied by the contractor whose bid may be accepted and other necessary documents can be seen in the office of the EE, MANUU between hours of 11.00 AM and 4.00 PM from 16.11.2022 to 24.11.2022 every day except on Saturday, Sunday and public Holidays or can be downloaded from website www.manuu.edu.in or www.eprocure.gov.in.

20. Contractor can upload documents in the form of JPG or PDF formats or as prescribed on CPPP.
21. Applicants are advised to keep visiting the above mentioned web-sites from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respects including updates thereof, if any. An incomplete application may be liable for rejection.
22. The bidders enlisted under NSIC/MSME are requested to note that the present notice inviting tender is **not for the "Supply of Goods"**, but for engaging a contractor under works contract. If bidders enlisted under NSIC/MSME are interested in participating in the tender, they may participate subject to fulfilment of the conditions of this notice inviting tender. **However, they are exempted from paying EMD and previous experience.** The 'Start-ups' as recognized by the Department of Industrial Policy and Promotion (DIPP) are also exempted from paying EMD and previous experience.
23. **The description of the work is as follows:** Copies of drawings and documents pertaining to the work will be open for referring/inspection by the tenderer's at the office of above mentioned officer. Tenderers are advised to inspect and examine the site location and its area surroundings and satisfy themselves before submitting their tenders. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, required for executing the work including ward and watch unless otherwise services provided for in the contract documents.
24. Submission of required bid and all other tender documents by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done.
25. The competent authority on behalf of the MANUU does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
26. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
27. The Executive Engineer on behalf of the competent authority of University reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
28. No Engineer of Gazetter rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
29. The tender for the works shall remain open for acceptance for a period of thirty (30) days from the date of opening of tenders/Ninety days from the date of opening of financial bid. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.
30. The Contractor should furnish the contact telephone/cell phone numbers of self and their supervisor's to the institute. The working hours shall be from 9.00 am to 5.30 pm on all seven days of the week

but if required, the Contractor should execute the works beyond the normal working hours/ as per the requirement of the institute.

31. The contractor liability for damage caused during installation work and imperfections; if the contractor or his / her workmen or servants shall break, deface, injure or destroy any part of the building in which they may be working or building road, fence, enclosure, water pipe, cable, drain, electric or telephone posts or wires, trees, grass, or grasslands or any technical Equipment in the premises on which the work or any part of it as being executed, or if any defect, shrinkage or other faults appear in the work the contractor shall make good at his/ her own expense, or in default, the indenter may get the same rectified and deduct the expense from any amount that may be than due or at any time thereafter may become due to the contractor.
32. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a. The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, Clarifications if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b. Standard C.P.W.D. Form 7/8
33. Time and Quality are the essence of this work and to ensure the same each R.A bill shall accompany timely, Quality, Quantity certificate and the same shall be ensured by the Executive Engineer.
34. GST invoice form should be filled and submitted along with the bill.
35. The Labour engaged and working equipment brought by the contractor for the work shall be recorded in the MANUU Security main gate before entering in to the premises and obtain necessary gate pass.
36. **The bid submitted shall become invalid if:**
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not deposit original EMD with the office of Executive Engineer, MANUU.
 - (iii) The bidder does not upload all the documents as stipulated in the bid document i.e., **Copy of Registration/ enlistment order, Experience certificate, GST registration, PAN card and the scanned copy of EMD/Receipt issued by EE, MANUU.**
 - (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.
 - (v) If a bidder does not quote any percentage above/ below on the total amount of the tender, the tender shall be treated as invalid and will not be considered as lowest.
 - (vi) Bids on which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the bidders.
 - (vii) The lowest bidder does not deposit all the original documents (except those original documents already submitted) within a week **opening of tender.**
 - (viii) The Bidder does not furnish the Performance Guarantee of work as per NIT condition.
 - (ix). A Notarized Affidavit of 'Non-black listing' by CPWD/State/Central departments/PSU/Autonomous bodies as per Form "J" Not older than two months the date of Notice inviting tender.
37. All necessary licenses such as Labour license, EPFO and ESI, BOCW welfare registration etc., shall be taken by contractor within the time limits as prescribed under Clause 1 of Schedule- 'F'.
38. If any information furnished by the applicant is found to be incorrect at a later stage, he shall be liable to be debarred from Bidding/taking up of works in MANUU. The University reserves the right to verify the particulars furnished by the applicant independently.
39. The University reserves the right to accept or reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

40. No bids shall be withdrawn in the interval between the last date of submission of bids and expiration of the period of bid validity.
41. While all efforts have been made to avoid errors in preparation of tender documents, the bidders are advised to check the same carefully. No claim on account of any error detected in the tender document shall be entertained.
42. At any time prior to the date of submission of bids, MANUU may, whether its own initiative or in response to a clarification sought by a prospective bidder, amend bid documents by using corrigendum which shall be notified on the MANUU official website.
43. Any dispute arising out of this Bid including dispute related to encashment of any Bank Guarantee/ FDR etc., shall be subject to the jurisdiction of courts at Hyderabad only.
44. List of Documents to be placed in the EMD cover and also to be scanned and uploaded in the e-Procurement portal within bid submission period:
 1. Demand Draft/Pay order or Banker's Cheque / Deposit at Call Receipt/ FDR / Bank Guarantee of any Scheduled Bank against EMD in favour of "Finance Officer, MANUU, Hyderabad.
 2. Registration/Enlistment Order of the Contractor of appropriate class.
 3. Work experience certificate as per Para 3 above.
 4. Valid GST Registration for work contract.
 5. Copy of PAN card.

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority.

Contact person of the Tender Inviting Authority:

**Mr. S Nageswara Reddy, Executive Engineer
(Phone 040 – 23008320/Cell No. 8333853369)**

POSTAL ADDRESS: OFFICE OF THE EXECUTIVE ENGINEER
Room No.15 & 16, Ground Floor, Administrative Building,
Maulana Azad National Urdu University, Gachibowli, Hyderabad-500032,
Telangana state. **E-mail Id: executive_engineer@manuu.edu.in**

Tender Application, Tender Submission and Tender Opening

The following Technical and Finance bid documents shall be upload simultaneously with scanned copies in e-procurement web site. The tender documents may also be seen at University of Hyderabad website- www.uohyd.ac.in

(A) Technical bid documents

- 1) The Technical bid shall contain all the documents scanned and uploaded in the concerned web site, based on which the bidder claim to be eligible as per eligibility criteria prescribed in NIT. Any discloser of finance bid in the technical bid documents will lead to summary rejection of bid.
- 2) Work experience certificates as per Eligibility criteria.
- 3) Contract registration certificate registered under State or Central Govt Departments or state/central autonomous bodies undertaking.

PAN card & GST Registration Certificate.

Latest TDS certificates for consecutive 3 years.

Undertaking as per Form "J".

Other necessary documents as per Tender documents.

- 4) On the due date of opening, the Technical bid of those tender who furnished valid EMD will only be opened. On opening of Technical bid, further detailed scrutiny/evaluation will be carried out. During the evaluation of techno commercial bids, the documents furnished by the tenderers will be scrutinized in detail.
- 5) Any tender, found as not fulfilling the eligibility criteria will be rejected at this stage and such offers will not be considered for further processing. The price bid of only those tenderers who have been qualified during the scrutiny and technical evaluation will be opened separately on a specified date (with due intimation to the qualified bidders) and further processed, as per tender procedure/stipulations.

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BID

I/We have read and examined the notice inviting Bid, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the Bid document for the work.

I/We hereby Bid for the execution of the work specified for the MANUU within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the Bid open for **thirty (30) days** from the due date of its opening and not to make any modification in its terms and conditions.

A sum of Rs. 9,934/- is hereby forwarded in receipt treasury challan / deposit at call receipt of a scheduled bank / fixed deposit receipt of scheduled bank/demand draft of a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said Vice-Chancellor, MANUU or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Vice-Chancellor, MANUU or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the Bid documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the Bid form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-Bidding process of the work.

I/We hereby declare that I/We shall treat the Bid documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

ACCEPTANCE

The above Bid (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of Registrar, MANUU for a sum of Rs. _____ (Rupees _____)

The letters referred to below shall form part of this contract Agreement:-

- (i)
- (ii)
- (iii)

Signature of Executive Engineer

Dated: _____
Designation :

SCHEDULES

SCHEDULE 'A' Schedule of Quantities for Civil& Electrical (Enclosed)

SCHEDULE 'B'

Materials to be issued to the contractor: Nil

SCHEDULE 'C'

Tools and plants to be hired to the contractor: Nil

SCHEDULE 'D'

Extra schedule for specific requirements / documents for the work, if any: Nil

SCHEDULE 'E'

Reference to General Conditions of Contract:

GCC for CPWD Works 2020 Maintenance modified and amended up to the last date of submission of bid.

Name of work: For painting work in various Academic and Non Academic buildings , MANUU Campus, Gachibowli, Hyderabad

- 1.1. Estimated Cost Put to Bid : **Rs. 4,96,714/-**
- 1.2. Earnest money : **Rs. 9,934/- (To be returned after receiving Performance Guarantee).**
- 1.3. Performance Guarantee : 3% of accepted Bid value
- 1.4. Security Deposit : 2.5% of accepted Bid value

SCHEDULE 'F'

General Rules & Directions:

Officer inviting Bid

**Executive Engineer,
: MANUU, Hyderabad
or successor thereof.
See below under Clause 12**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 :

Definitions

Engineer-in-Charge

**Executive Engineer,
: MANUU, Hyderabad
or successor thereof.
Registrar,
: MANUU, Hyderabad
or successor thereof.**

Accepting Authority

Standard schedule of Rates

: DSR 2021 with upto date correction Slips / amendments

Department/University

: Engineering Section/ Maulana Azad National Urdu University

Standard CPWD contract Form

**: General Conditions of Contract 2020
: Maintenance works as amended / modified upto last date of submission of Tender.**

Clause 1

(i) Time allowed for submission of **performance Guarantee/Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or Proof of applying thereof from the date of issue of letter of acceptance** : **7 days**

(ii) Maximum allowable extension with late fee at 0.1% per day of performance Guarantee amount beyond the period as provided in (i) above : **3 days**

Clause 2

Authority for fixing compensation under Clause-2.

**Registrar,
MANUU, Hyderabad
or successor thereof.**

Clause 2A

Whether clause 2A shall be applicable

Not Applicable

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start

**07 days
or date of handing over of site whichever is later**

Table of Mile Stone(s)

S.No.	Description of Milestone	Time allowed in days (from date of start)	Amount to be with-held in case of non-achievement of mile stone
1	25%agreementvalue	One fourth of time allowed For completion.	In the event non-achieving the necessary progress as assessed from the running payments. 2.5%oftenderedvalueofworkwillbe withheldforfailureofeachmilestone.
2	50%agreementvalue	One half of time allowed for completion.	
3	75%agreementvalue	Three fourth of time allowed For completion.	
4	100%agreementvalue	Full period of time allowed For completion.	

Time allowed for execution of work**15 days**.....

- (i) **Extension of time** : Executive Engineer, MANUU, Hyderabad.
(ii) **Rescheduling of mile stones** : Not applicable
(iii) **Shifting the date of start in case of Delay in handing over of site** : Executive Engineer, MANUU, Hyderabad.

Clause 6, 6A

- i) For works having estimated cost more than Rs.15 lakh : Clause 6A
ii) For works having estimated cost Rs.15 lakh or less : Contractor's option either of clause 6 or Clause 6A (to be exercised at Tender submission)

Clause 7

Gross work to be done together with net Payment / adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment

: Rs. 2.00 lakhs

Clause 7A

No Running Account Bill shall be paid for the work till the **applicable labour licenses, Registration with EPFO, ESIC and BOCW Welfare Board**, whatever applicable are submitted by the contractor to the Engineer-in-charge.

: Applicable.

Whether Clause 7A shall be applicable

Clause 10A

List of testing equipment to be provided by the contractor at site

: **Any equipment required at site as per item of execution.**

Clause 10 B (ii)

Whether clauses 10 B (ii) shall be applicable

: **Not Applicable**

Clause 11

Specification to be followed for execution of work

: CPWD specification latest Vol. I to II amended upto date with up to date correction slips.

Clause 12

Type of work:

12.2 & 12.3 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work

: **Maintenance work**

(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work).

: **Not applicable**

(ii) Deviation limit for items in earth work sub head of DSR or related items.

: **Not applicable**

: **Not applicable**

Clause 16

Competent Authority for deciding reduced rates

: **Executive Engineer, MANUU, Hyderabad**

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site

: **As per requirement at site condition and as per item of execution.**

Clause: 25

Constitution of Dispute Redressal Committee (DRC)

: **Applicable. If required, DRC shall be appointed by Vice Chancellor, MANUU.**

Place of Arbitration

: **Hyderabad**

Clause: 31

: **Yes, Applicable**

Clause: 31 A

: **Not Applicable**

Clause 36 Requirements of Technical Representative (s) and Recovery Rates:

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation(Principal Technical/Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contract or in the event of not fulfilling provision of clause 36(i) (per Month)	
						Figures	Words
1.	10 th Standard/ITI/Diploma	Civil	Supervisor	2Years Or 5Years	1 1	Rupee s Fifteen Thousa nd Only.	Rupee s Fifteen Thousa nd Only.

Terms & Conditions for Original & Maintenance Civil Work

1. The work shall be executed as per approved design and drawings, CPWD specifications latest, particular specifications, special conditions and the specifications of Bureau of Indian Standards. Where the aforesaid provisions and conditions are silent, relevant specialized literature and manufacturer's specification shall be followed for execution of work.
2. Before tendering, the contractor shall inspect the site of work and shall fully acquaint himself about the conditions prevailing at site, availability of materials, availability of land and suitable locations for construction of godowns, stores and camp, transport facilities, the extent of leads and lifts involved in achieving the completion of work.
3. The contractor shall at his own expense and risk arrange land for accommodation of labour, setting up of office, the storage of materials, erection of temporary workshops, construction of approach roads to the site of the work including land required for carrying out of all jobs connected with the completion of the work. However, the departmental land, to the extent available may be allowed to be used for the purpose free of rent without accepting any responsibility for the delay, if any, on this account. The contractor shall have to abide by the regulations of the authorities concerned and the directions of the Officer-in-charge for the use of the land available at the site of work. If during construction, it becomes necessary to remove or shift the stored materials shed workshop, access roads, etc, to facilitate execution of any other work by any other agency, the contractor shall carry out the removal of shifting as directed by the Officer-in-charge and no claim whatsoever, shall be entertained on this account.
4. It shall be deemed that the contractor has satisfied himself as to the nature and location of the work, transport facilities, availability of land for setting up of camp, etc. the department will bear no responsibility for lack of such knowledge & the consequences thereof.
5. The contractor shall have to make approaches to site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Officer-in-charge. Nothing extra shall be paid on this account.
6. Materials used on work without prior approval and testing (where testing is necessary) by the Officer-in-charge are liable to be considered unauthorized, and not acceptable. The Officer-in-charge shall have full powers for removal of any or all of the materials brought to site by contractor which are not in accordance with the contract specifications or do not conform, in character or quality to the samples approved by the Officer-in-charge. In case of default on the part of the contractor in removing rejected materials, the Officer-in-charge shall be at liberty to have them removed at the risk and cost of the contractor.
7. The work shall be carried out in such a manner so as not to interfere / or adversely / or disturb other works being executed by other agencies, if any.
8. Any damage done by the contractor to any existing work or work being executed by other agencies shall be made good by him at his own cost.
9. The contractor shall maintain in good condition all work executed till the completion of entire work entrusted to the contract under this contract.
10. No payment shall be made to the contractor for damage caused by rain, flood and other natural calamities whatsoever during the execution of works and any damage to the work on this account shall have to be made good by the contractor at his own cost.
11. Unless otherwise specified in the Scheduled of Quantities, the Rates of all the items of the work shall be considered as inclusive all charges like Transportation, Royalty and other Taxes etc.
12. The Contractor shall take instructions from the Officer-in-charge regarding collections and stacking of materials at site.
13. The Contractor shall be responsible to arrange at his own cost all necessary Tools and plants required for execution of original and maintenance works.
14. The contractor shall make his own arrangements for obtaining Electric connection, if required and make necessary payment directly to the Department concerned.

15. Water for executing the work will have to be arranged by the Contractor and not to depend on MANUU directly or indirectly.
16. The operating cost of contractors machinery at site i.e. Petrol/ Kerosene Oil/ Mobile Oil etc, and proper repair and maintenance of Lawn Mowers and Pumps shall be borne by the contractor himself.
17. The Department shall not be responsible for any injury partial or permanent or death of any workers at site due to accident or malfunctioning of the equipment or by negligence of the Contractors staff on site.
18. No compensation shall be payable to the Contractor for any damage caused by rains, storms, earthquakes and other calamity during the execution of work.
19. All applicable and prevailing taxes will be recovered from the contractor bills as applicable from time to time.
20. If any damage caused for public conveniences/ services, the same shall have to be repaired instant, failing which necessary recovery shall be made from the Contractors bill.
21. If any Building, Road and Channels will be damaged by the Contractor the same will have to be repaired by the Contractor at his risk and cost, otherwise the complete cost will be recovered as intimated by the Engineer-in-charge.

**Form of Earnest Money
(Bank Guarantee)**

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his Bid dated (date) for the construction of (name of work) (hereinafter called "the Bid")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20... .

THE CONDITIONS of this obligation are:

If after Bid opening the Contractor withdraws, his Bid during the period of validity of Bid (including extended validity of Bid) specified in the Form of Bid;

If the contractor having been notified of the acceptance of his Bid by the Engineer-in-Charge:

fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR

fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of Bid document and Instructions to contractor,

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineering- Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of Bid as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in- Charge, 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.....

WITNESS.....

(SIGNATURE, NAME AND ADDRESS)

SIGNATURE OF THE BANK
SEAL

*Date to be worked out on the basis of validity period of 30 days from last date of receipt of Bid.

Form of Performance Guarantee / Bank Guarantee Bond

In consideration of the Vice-Chancellor, MANUU(hereinafter called "The University") having agreed under the terms and conditions of agreement No. _____

Dated, _____ made between _____ and _____ (hereinafter called "the said contractor(s)") for the work _____

_____ (herein after called "the said Agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____

_____ only) as security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, _____ hereinafter referred to as "the Bank")
(Indicate the name of the Bank)
hereby undertake to pay to the University an amount not exceeding Rs. _____
(Rupees _____ Only) on demand
by the University.
2. We _____ do hereby undertake to pay the amounts
(Indicate the name of the Bank)
due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding
Rs. _____ (Rupees _____ only).
3. We, the said Bank further undertake to pay to the University any money so demanded notwithstanding my dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We _____ further agree that the guarantee herein
(Indicate the name of the Bank)
contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the University certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We _____ further agree with the University (Indicate the name of the Bank) that the University shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to for-bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We _____ lastly undertake not to revoke this
(Indicate the name of the Bank)
guarantee except with the previous consent of the University in writing.
8. This guarantee shall be valid up to _____ unless extended on demand by
Government. Notwithstanding any mentioned above, our liability against this guarantee is restricted to
Rs. _____ (Rupees _____ only) and
unless a claim in writing is lodged with us within six months of the date of expiry or the extended date
of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____

(Indicate the name of the Bank).

Sample letter for Acceptance of Bid**By Registered Post**

No.

Dated:

To

(Name and Address of the contractor)

Subject:

(Name of work as appearing in the Bid for the work).

Dear Sir(s)

Your Bid for the work mentioned above has been accepted on behalf of the Vice-Chancellor, MANUU at your Bidded / negotiated Bid amount of Rs.....(Rupees.....).

1. You are requested to submit the performance guarantee of Rs.(Rupees.....) within 7 days of issue of this letter. The Performance Guarantee shall be in any of the prescribed form as provided in Clause – I of the General Condition of Contracts for MANUU Works and shall be valid up to On receipt of prescribed performance guarantee necessary letter to commence the work shall be issued and site of work shall be handed over to you thereafter.
2. Please note that the time allowed for carrying out the work as entered in the Bid days, will be reckoned from days subject to maximum allowable extension under Clause 1(ii), from the date of issue of this letter.

Yours faithfully,

Executive Engineer
For & on behalf of Registrar, MANUU

Sample letter for Commencement of works

By Registered Post

No.

Date:

To

(Name and Address of the contractor)

Subject: (Name of work as appearing in the Bid for the work).

Ref: 1. Performance guarantee submitted by you vide your letter
No Dated for above work.

2. This office letter of intent/ acceptance of Bid No.....dt.....

Dear Sir(s)

1. In continuation to the letters referred above, you are requested to attend this office to complete formal agreement within 15 days from stipulated date of start.
2. You are requested to contact the Executive Engineer, MANUU, Gachibowli, Hyderabad for taking possession of site and starting the work on or before days from the date of letter of acceptance of Bid. Please note, that the time allowed for carrying out the work as entered in the Bid () days, will be reckoned from to days subject to maximum allowable extension under Clause 1(ii), from the date of issue of acceptance letter

Yours faithfully,

**Executive Engineer
For & on behalf of Registrar, MANUU**

FORM 'J' AFFIDAVIT

I/we undertake and confirm that our firm/partnership firm has not been blacklisted by any state/Central Departments/PSUs/Autonomous bodies during the last 7 years of its operations. Further that, if such information comes to the notice of the department then I/we shall be debarred for bidding in CPWD in future forever. Also, if such information comes to the notice of department on any day before date of start of work, the Engineer-in-charge shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee (Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)

NOTE: Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-

Signature of Bidder(s) or an authorized

Officer of the firm with stamp

Signature of Notary with seal

INTEGRITY PACT

To:

..... (Name of the bidder)
.....
.....
.....

Sir,

Sub.: **Notice inviting e-tenders No. MANUU/Engg/2022-23/002, dated 16-11-2022 for the work of "Painting work in various Academic and Non Academic buildings", MANUU Campus, Gachibowli, Hyderabad.**

It is hereby declared that MANUU, Hyderabad is committed to follow the principles of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the bidder will sign the Integrity Agreement, which is an integral part of tender/bid document, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the MANUU, Hyderabad.

Yours sincerely

Executive Engineer,
MANUU, Hyderabad.

To:
Registrar,
MANUU
Gachibowli
Hyderabad-500 032

Sir,

Sub: **Painting work in various Academic and Non Academic buildings", MANUU Campus, Gachibowli, Hyderabad.**

I/We acknowledge that MANUU, Hyderabad is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender document, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity in letter and spirit and further agree that execution of the said Integrity Agreement shall be separated and distinct from the main contract, which will come into existence when tender/bid is finally accepted by MANUU, Hyderabad. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, MANUU, Hyderabad shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

Date:

(Duly authorized signatory of the Bidder)
Seal and signature of the contractor.

INTEGRITY PACT AGREEMENT

This Integrity Agreement is made at Hyderabad on this day of 2022.

BETWEEN

Maulana Azad National Urdu University, Hyderabad, represented through the Registrar, MANUU, Hyderabad (hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
.....

(Name and Address of the Individual/firm/Company)

Through (Hereinafter referred
to as the

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its succession and permitted assigns)

Preamble

WHEREAS THE Principal / Owner has floated the Tender (No. MANUU/ENGG/2022-23/002 dated 16-11-2022) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Painting work in various Academic and Non Academic buildings" , MANUU Campus, Gachibowli, Hyderabad.

[Hereinafter referred to as the "**Contract**").

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this witnesses as under:

Article 1: Commitment of the Principal/Owner

- i. The Principal /Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal /Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract,

demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal /Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal /Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal /Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- ii. If the Principal /Owner obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal /Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/ Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adheres to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and through the negotiation or award of a contract.
- 2) The Bidders(s)/Contractor(s) commit himself to take measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a. The Bidders(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contractor.
 - b. The Bidders(s)/Contractor(s) will not enter with other Bidders(s) in to any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c. The Bidders(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidders(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidders(s)/Contractor(s) of foreign origin shall disclose the names and address of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and address of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principals or the foreign

principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e. The Bidders(s)/Contractor(s) will, when presenting his bid, disclose) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- iii. The Bidders(s)/Contractor(s) will not, instigate third persons to commit offences outlined above or be an accessory to such offences.
- iv. The Bidders(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- v. The Bidders(s)/Contractor(s) will not, directly or through any other person or firm use Coercive practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, there or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidders(s)/Contractor(s) and the Bidders/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidders(s)/Contractor(s), either before awarded or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidders(s)/Contractor(s) from the Tender process or terminate/determinate the Contract - if already executed, or exclude the Bidders/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidders(s) from the tender process prior to the award of the Contract or terminate/determinate the Contract or has accrued the right to terminate/determinate the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidders/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian

Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article: 5 Equal Treatment of all Bidder/Contractors/Subcontractors

- 1) The Bidders(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidders/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contractor or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this pacts as specified above, under it is discharged/determined by the Competent Authority of MANUU, Hyderabad.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is **Hyderabad**, the Headquarters of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.

- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement / Pact or interpretation thereof shall not be subject to arbitration.**

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract/ or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of bidder/ contractor)

WITNESSES:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place: Hyderabad.

Dated:

Special conditions regarding contractor's obligations under Employees' Provident Fund (EPF) and Employees' State Insurance (ESI) Acts.

The contractor must comply with all his obligations under EPF and ESI Acts and Rules. The contractor shall indemnify the Institute of any recovery against non-compliance with the EPF and ESI Acts and Rules.

Indemnity by the contractor:

"I/ We hereby indemnify the Maulana Azad National Urdu University, Hyderabad (represented by its Registrar) that in case of any notice served by the EPF and/ or ESI authorities to the Institute towards recovery of EPF and/ or ESI due from me/ us in connection with this contract, I/ we agree that the Institute is free to recover such many as decided by the Institute from my bills or any money due to me from the Institute".

In case, notice is received by the Institute for non-compliance and/ or non-payment of EPF and / or ESI contribution from the contractor, the same shall be deducted from any money due to the contractor.

Seal and signature of the contractor.

**Special conditions regarding contractor's obligations under MINES & Quarries –The
Telangana State Minor Mineral Concession Rules, 1966 and amendments Go No. 37 dated
26.07.2016 regarding purchasing minor minerals from the licensed agencies.**

The contractor shall deposit royalty and obtain necessary permit for supply of minor minerals and building materials, red bajri, stone, kankar, etc. from local authorities/ Department of Mines and Geology and produce the documents/ Mineral Dispatch Permits (MDPs) in this regard. However, the contractor shall also purchase minor minerals and building materials required for the work from private sources like quarry lease holders or private quarry owners licensed under Telangana MMC Rules 1966 duly remitting royalty charges and produce the documents/ MDPs in this regard.

Failing to this, recovery towards royalty charges will be made at fifteen times the tariff fixed by the Government.

Seal and signature of the contractor.

LIST SHOWING PREFERRED BRANDS/MANUFACTURERS/MAKE

- 1) A List of Preferred Brand Names of Various Materials / Products are shown below for usage in execution of Work. However, Approved equivalent material of any other Specialized Companies / Firms may also be used, in case it is established that the Brands Specified below are not available in the market and subject to Approval of the alternate Brand by the Engineer In charge.
- 2) It must be ensured, in general, that all materials to be used in the works shall bear BIS Certification mark. In cases where for a particular material/product, BIS Certification Mark is not available, then the material proposed to be procured can be used subject to the condition that it should conform to CPWD Specifications and relevant BIS codes. In such cases written approval of the Engineer-in -Charge shall be obtained before use of such material in their works.
- 3) The list given below does not absolve the Executing Agency from their responsibility for using these products. It is only after, they are satisfied about the quality and performance, the products shall be used. To achieve this, proper check on the quality of the product, actually to be used, should be exercised.

S.No	Product	Make
1	Adhesive / Glue	Pidilite, Dunlope, Sika, Fosroc, Vamorganic.
2	Ceramic Floor /Dado Tiles	Somany, Johnson, Kajaria, Orient, Bell, RAK, Asian, NITCO, AGL tiles.
3	Vitrified Tiles	Somany, Johnson, Kajaria, Orient Bell Ltd, RAK, Vitero brand Aparna tiles
4	Precast Terrazo Tiles	NITCO, Hindustan, Modern
5	Precast Chequered Tiles	NITCO, Hindustan, INDO, Bharat, Poddar.
6	Non Metallic Floor Surface Hardners	Ironite, Hardonite, FOSROC, SIKa, BASF, CICO, Pidilite.
7	Precast Cement Concrete Tiles	NITCO, Hindustan, INDO, Ultra, NTC, Poddar.
8	Factory made Cement Concrete Interlocking Paver Blocks	Earth Pavers Hyd. Pvt. Ltd., NITCO (Rockard), Bharat (Nilsan), Classic Tiles.
9	Grass Paver	Unistone, Ultra.
10	Glass Mosaic Tiles	Palladio, Coral, Mridul, Bisazza
11	PVC Flooring	LG Hausys, Ger Flor, Armstrong .
12	High Density Fibre (HDF) Pre-laminated Flooring boards	Pergo, Armstrong.
13	Unglazed Heavy Duty Vitrified Tiles	Somany (Dura Gres), Kajaria (Pavigres).
14	Unglazed Heavy Duty Paver/Parking Tiles	Somany (Dura Stone), Johnson (Endura),
15	Clay Tiles on Roof	Kenjai, Johnson, Common Wealth Trust (Ind) Ltd
16	Tile Adhesives	Laticrete, ,Ardex Endura, Weber, Roff. SIKa, Ferrous.
17	Grout Compound/ Epoxy Grouts	Laticrete, Ardex Endura, Weber, Fosroc, Pidilite, SIKa, Ferrous, BASF, CICO.
18	Water Proofing Compound	Fosroc, CICO, SIKa, Pidilite, , BASF, Accoproof, Ardex Endura.

44	Damp Proof Material	Duraseal, Acco-proof, Impermo
45	Actactic Polypropylene (APP) Modified Water Proof Membrane	S T P, Bitumat Co. Ltd., Pidilite, Hydrotech Ltd.
46	Admixtures / Platisizers	Fosroc, CICO, SIKA, BASF, MC
47	Ethylene Propylene Diene Monomer (EPDM) Gasket	Hanu /Anand
48	Aluminium Extruded sections	Jindal, Hindalco, Indian Aluminium Co.
49	Polyester Powder Coating	Nerolac, Berger, Akzonobel, Jotun
50	Poly Sulphide Sealant	Pidilite, Tuffseal, Choksey chemicals.
51	Cement Based Wall putty	Birla Wall Care, J.K. Wall putty, Berger Paints , Asian Paints.
52	Paints/ Primer / Acrylic Emulsion (Premium Quality)	ICI Dulux, Asian Paints, Berger, Nerolac .
53	Melamine Polish	Asian Paints, Melamyne Gold Wudfin of Pidilite Industries, Timbertone of ICI Dulux.
54	Water Proofing Cement Paint	Snowcem India, ICI Dulux, Berger, Asian.
55	PU Enamel Metallic Paints on MS Structure & Epoxy paints (Premium Quality)	SKK, Akzonobel, Asian, Berger, MRF.
56	Calcium Silicate False Ceiling Tiles	Aerolite Co, Hilux, Armstrong
57	Gypsum Board False Ceiling Tiles	Saint Gobain, Lafarge, Amstrong Co.
58	Mineral Fibre Board False Ceiling Tiles	Armstrong , Decosonic.
59	Rockwool / Glasswool insulation.	Twigafiber, Llyod Insulation, Supreme.
60	False Flooring System .	Kebao, Pinnacle, Access Floor System
61	Anodised / Powder Coated Aluminium Fittings / Fixtures-	Everite, Jyoti, Shakti, Sigma (BIS mark), Hardima.
62	Stainless Steel Pipes (Railing)	Jindal Stainless Steel Ltd., Connect Architectural Products Pvt. Ltd.
63	Stainless Steel Wire Mesh	Champion Make, GKD.
64	Float / Plain / Tinted / Tempered / Toughened Glass.	Modi, Saint Gobain, Asahi, Atul, Glaverbel, Pilkington .
65	Mirror Glass.	Modi Guard, Atul, Asahi, Goldenfish.
92	Poly Propylene Random Co polymer (PPR) Pipes & Specials	SFMC, Victus, Supreme , Prince.
93	Centrifugally Cast (spun) Pipes & Fittings (Sanitary Pipes)/ Centrifugally Cast iron hub less pipes	NECO , HEPKO, SKF, Bengal Iron Corporation (BIC) / NECO, kepsilan
94	Centrifugally Cast (spun) Pipes (LA) & Fittings (Water Supply Pipes) /	Electro steel, Kesoram, LANCO Industries, RIF, NECO./ NECO, kepsilan
95	Vitreous China Sanitary ware	Parryware, Neycer, Hindware, Cera, Jaquar, TOTO, Duravit.

SCHEDULE OF QUANTITIES

Tender Inviting Authority: Executive Engineer on behalf of Registrar, MANUU					
Name of Work: "Painting work in various Academic and Non Academic buildings", MANUU Campus, Gachibowli, Hyderabad".					
Tender No: MANUU/Engg/2022-23/002					
DSR. No.	Description of work	Qty	Unit	Rate	Amount
13.88	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	375	Sqm	18.84	7065.00
13.80	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	375	Sqm	142.72	53520.00
13.82	Wall painting with acrylic emulsion paint, having VOC (Volatile Organic Compound) content less than 50 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour. Two coats	3000	Sqm	133.74	401220.00
13.99 & 13.99.1	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats on old work	350	Sqm	99.74	34909.00
	Total (in Rs.)				4,96,714.00
	Total Amount in Figures Rs. 4,96,714.00				
	Quoted rates in Words Rupees four lakh ninety six thousand seven hundred and fourteen only				
	Sd/- Executive Engineer				

Signature of Contractor

Check list for Technical eligibility of Tender

SI No	Doc Ref	Description of the Document	Enclosed Yes/No	Remarks
1	NIT Para No 1 Registration of Contractors	CPWD/MES/BSNL/Railway/State PWD(B&R)Autonomous bodies Or under takings.		
2	NIT Para No 1 Eligible Contractors/	Date of validity of enlistment		
3	Details of works completed during last 7years (Detailed statements to be closed)	Not less than 40% of estimated cost (Three works of Building/ Civil works)		
		Not less than 50% of estimated cost (Two works of Building/Civil works)		
		Not less than 80% of estimated Cost (One work of Building/Civil works)		
		(Submit Details of works on which contractor meets specified Eligibility criteria)		
4	As per the NIT	The tenderer shall have to furnish an undertaking in prescribed format.(form J)		
5	Annual turnover.	30%oftheestimatedcost.		

Signature of Contractor

Details of the Contractor

S.No.	Particulars	
1	Name of the Firm	
2	Name of the Contractor	
3	Contractor Details	
(a)	Mobile	
(b)	E-Mailid	
4	Name of the Bank	
5	Name of the Branch	
6	Account No.(prefix with zeros, if any as given on the cheque book/passbook) {please attach cancelled cheque}	
7	IFSC Code of the Branch	
8	MICR Code	
9	PAN No.	
10	GST No.(if applicable)	

Signature of Contractor