

**TENDER FOR ANNUAL MAINTENANCE OF  
HORTICULTURE SERVICES AT STATE UNIVERSITY OF  
PERFORMING & VISUAL ARTS, SECTOR-6, ROHTAK**



*Service Provider*

*University Engineer*

*Registrar*



**State University of Performing & Visual Arts, Rohtak**

[A State university established under Haryana Act No. 24 of 2014]

Sector-6, Rohtak-124001



**Tender Notice**

Sealed tenders in conformity with detail tender inviting notice are invited from the service provider Agencies/ Firms having valid Registration with Labour department, EPF & ESI, Service Tax & PAN Card with similar experience of 2 years in the Government / University / Organizations/ reputed business houses for the annual maintenance of the Horticulture Services in the university. Tender document may be downloaded from website [www.supva.ac.in](http://www.supva.ac.in). Tender in the sealed cover super subscribing "Tender for the Horticulture Services in SUPVA, Rohtak addressed to Registrar may be submitted on or before **24-08-2016 upto 1.00 P.M.** University reserves the right to reject or accept the offer without assigning any reason. For further any query please contact 01262-216489.

Tender Cost: Rs. 1000<sub>-(Non-refundable)</sub>

EMD : Rs. 50,000

University Engineer

## NOTICE INVITING TENDER

### TENDER NOTICE FOR HIRING A HORTICULTURE SERVICES.

1. Sealed tenders in conformity with detail tender inviting notice are invited from the service provider Agencies/ Firms having valid Registration with Labour department, EPF & ESI, Service Tax & PAN Card with similar experience of 2 years in the Government / University / Organizations/ reputed business houses for the annual maintenance of the Horticulture services. The service providers should have local Offices at Rohtak to ensure satisfactory fulfilment of contractual obligations.

#### HORTICULTURE SERVICES

1. The Service Provider Agencies / Firms having good track record, manpower capacity and relevant experience are eligible to apply.
2. The tender form/documents and other details may be downloaded from the university website [www.supva.ac.in](http://www.supva.ac.in). The tenders in sealed cover super scribing "Tenders for Horticulture Services at SUPVA, Sec-6, Rohtak" should reach to REGISTRAR, SUPVA, Sector-6, Rohtak up to 24.08.2016 upto 1:00 P.M. A fee of Rs. 1000/- (Rupees one thousand only) in the shape of Demand Draft or pay order only, towards the cost of the tender document, along with the Earnest Money Deposit (EMD) of **Rs. 50,000/- (Rupees Fifty Thousand only)** may be enclosed in the form of separate Demand Drafts drawn in favour of State University of Performing and Visual Arts, Rohtak submitted along with the Technical BID

The University reserves the right to reject or accept the offer without assigning any reason.

**REGISTRAR**

**A. Eligibility criteria and list of Documents to be Submitted:-**

1. Tenderer / Service provider /Agency/Contractor should have turnover minimum of ₹ 1.0 crores per annum for the last two consecutive years for providing similar services / activities as exhibited in the scope of work.
2. Tenderer / Service provider /Agency/Contractor shall submit the experience certificate from at least 3 reputed organizations /department / university where they have successfully executed similar works.
3. Tenderer / Service provider /Agency/Contractor shall submit documentary proof of the registration of the firm with labour, EPF & ESI department.
4. Tenderer / Service provider /Agency/Contractor should have valid service tax registration number and documentary evidence must be provided for the same
5. PAN No. of the firm /Proprietor shall be provided.
6. Tenderer / Service provider /Agency/Contractor must be submitted ITR for the last 2 financial years or copy of the audited balance sheet certified by the registered Chartered Accountant subjected to the entire satisfaction of the university.

**11. RIGHT TO ACCEPTANCE OR REJECTION OF TENDERS:**

**A. The tender is liable to be rejected inter-alia:-**

- a) If it is not in conformity with the instructions mentioned in the tender paper.
- b) If it is not properly signed by the bidder.
- c) If it is received after the expiry of the due date and time.
- d) If it is not enclosed with the cost of the Tender Document.
- e) If it is not accompanied by the requisite EMD and proper documents.

**B. This office reserves the right to:-**

- a) Accept / Reject any of the tender in full or part thereof.
- b) Revise the requirement at the time of placing the order.
- c) Add modifies, relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary.
- d) Reject any or all the tenders in part or full without assigning any reason thereof.

**General Conditions:-**

1. No Labour below the age of 18 years shall be employed on any work by the Contractor.
2. The Agency/Contractor shall ensure that none of their employees will be a member of any of the employee's union(s) or take any interest in their activities.
3. The employees engaged by the Contractor will be in the employment of the Contractor only and not of the SUPVA, Rohtak.
4. The Agency/Contractor shall provide any number of extra persons as desired by the SUPVA, Rohtak Office during the period under this agreement at the rates already agreed to in the contract.
5. No sub-contracting of any job or part of a job would be allowed.
6. Tenderer shall quote the rate to be charges on monthly basis for providing the horticulture services to the university considering the minimum wages applicable to an unskilled/ skilled worker prescribed by state Govt. including EPF, ESI, Service Tax, Bonus, Weekly off, National Holiday, Leave Salary, Insurance, other statutory dues and commission of the contractor.
7. **Selection of lowest bidder shall be decided considering the total value of all jobs taken together.**
8. **All services shall be performed by trained persons.**
9. The tenders should be submitted in two sealed covers.
  - (A) The first sealed cover should be subscribe "Technical Bid" and should contain
    - I. Checklist of documents submitted (Annexure-I)
    - II. The Performa at Annexure-II duly filled in.
    - III. Agency profile including previous experience of manpower supply to Government / Semi Government / autonomous agencies.
    - IV. Acceptance of terms and conditions there under.
    - V. Demand Draft for Earnest Money Deposit.
    - VI. Demand Draft towards the cost of Tender document.
    - VII. All other required documents.
  - (B) The second sealed envelope superscribed "Financial Bid" should contain only rates which are to be quoted on monthly basis (Annexure-III).

- (C) Both the sealed covers should be placed in the main sealed envelope superscribed “Tender for providing horticulture services in SUPVA, Rohtak” & addressed to Registrar, State University of Performing & Visual Arts, Sector-6, Rohtak, Haryana and sent by post or hand delivered latest by **1.00 P.M. of 24.08.2016**. Technical bids shall be opened by the committee on the same day at 3 PM in presence of the tenderers or their authorized representatives. In the event of office being closed on the last date of receipt or opening of bid as specified, the bid will be received / opened on the next working day at the same time and venue.
10. Tenders received after, the due date and time will be summarily rejected. Incomplete and conditional tenders shall not be accepted.
  11. Technical Evaluation Committee will assess the ability of the agencies to render the requisite services based on its past record, profile and on such other criteria as it may fix and only those found fit will be eligible for financial bid opening.
  12. The tenderers are required to submit EMD and cost of the document along-with the self attested copies of valid Registration Certificate, EPF Registration, ESI Registration, Pan-Card and up-to date VAT & Service Tax clearance along-with the bid documents, failing which the tender shall be declared as non-responsive and thus liable for rejection.
  13. Tenderer shall ensure that he /they have assess the work physically and its quantum before quoting their rate.
  14. The payment of the wages to the workmen shall not be less than the rates of minimum wages prescribed by the Government from time to time under contract Labour (R&A) Act-1970 and the Minimum Wages Act 1948.
  15. Charges per month with statutory dues and other allowances etc. under the labour law and other laws payable by the employer (the bidder) should be indicated in detail as per the enclosed (Annexure-II)
  16. Tenderer / bidders are required to quote their rates upto two decimals only both in words and figures and put their signature, they should also sign on any overwriting or any correction made in the tendered rate. The rates filled in figure only and not in words may be liable for rejection as decided by the committee for which no claim shall be entertained.
  17. Tenderer / bidders while submitting tender shall furnish statement along with the tender about the authenticity of the tender document including EMD. Conditional

tenders will not be accepted under any circumstances by the authority. EMD deposit of unsuccessful bidders will be refunded within 90 days after finalization of Tender without interest.

19. Tenderer/Agency/Contractor shall provide Identity Card to all its manpower deployed as per the format provided by the SUPVA, Office.
20. The workmen deployed by the Agency/Contractor for the work are in case found to be indulging in any undesirable or unfair activities in the premises of the office, the contractor will solely be responsible for all the consequence apart from the liberty of department to lodge complaints before appropriate authorities. The decision on what qualifies as an unfair activity rests solely with Office of SUPVA, Rohtak.
21. Tenderer / Agency/Contractor will be responsible for the discipline of manpower deployed as per Conduct Rules and Regulations.
22. In case the tenderer / Agency/Contractor fails to give satisfactory service the work may be got done from any other contractor/agency at the discretion of SUPVA, Rohtak on the same rate, terms & Conditions.
23. The persons deployed by the agency for the horticulture services should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they have deployed. The character and antecedents of persons will be verified by the Service Provider before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
24. The service provider shall provide necessary persons as required for the satisfactory fulfilment of the contract. Thus deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any leave Rules and weekly off days. The tenderer will have to bear cost of providing personnel for this work load/ duty hours or weekly off.

25. Persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month.
26. **There will be surprise checking by the representatives of the office. The shortcomings if any shall be restored by the contractor within 24 hours of its bringing to his notice. Further if any services are not provided as per the contract agreement, then in both the cases the Vice Chancellor/ Registrar, SUPVA, Rohtak shall exercise his option of invoking of penalty clause whereby the bill of particular month stands appropriately reduced on pro-rata basis of the deficiency pointed out. The decision of Vice Chancellor/ Registrar, SUPVA in this regard shall be final.**
27. Any damage caused to any equipment/or items available or any loss at the office premises due to negligence of the Agency/Contractor to SUPVA Rohtak. Agency/Contractor shall compensate in full the loss sustained by this office on account of damage or theft of material during discharge of activities or due to lapse on part of agency. The amount so involved on this account shall be deducted from the payment due to contractor.
28. The service provider's person shall not claim any benefit/compensation/absorption /regularization of services from this office under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this office.
29. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer in charge upon any matter arising under the clause shall be final and binding on the agency.
30. This office may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk,



incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

31. The transportation, food, medical and other statutory requirements in respect of workmen of the service provider shall be the responsibility of the service provider.
32. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, Maternity Benefit Act, Contract Labour (Regulation & Abolition) Act etc. and this office shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation. The agency will require providing particulars of EPF, ESI of its employees engaged in this office. The Agency will comply all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time.
33. Payments to the service provider would be released only on the certification by the Estate office that his services were satisfactory.
34. **The successful bidder shall furnish a security deposit of 10 % of total tentative cost of the tender during the year or Rs. 2 lacs, whichever is higher** through demand draft drawn in favour of the “State University of Performing & Visual Arts, Sector-6, Rohtak” payable at Rohtak. The security amount has to be deposited within one week from the issue of the award letter and in case the security is not deposited within time, the contract shall be automatically cancelled & security deposited for the tender shall be forfeited. The security deposit shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by this office or non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the Agency.
35. The successful bidder will enter into an agreement immediately with the Department as per format given at Annexure “A” of the Outsourcing Policy of the State, containing all the terms and conditions on non-judicial stamp paper of Rs. 100/-. The above stamp paper will be arranged by the bidder for execution of agreement. The service charges/rates quoted by the agency shall be fixed during the contract period and no request for any change/modification shall be entertained before expiry of the

period of one year. Any statutory increase in wages/DA etc. is to be absorbed by the service provider.

36. In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Vice Chancellor, SUPVA, Rohtak, whose decision shall be binding on both the parties.
37. The Agency/Contractor shall strictly comply with the terms and conditions of agreement. Further, they shall also comply with all statutory obligations. In case of violation, the agreement shall be liable for cancellation immediately and security deposited will be forfeited.
38. In case of any unsatisfactory services rendered by the service provider, SUPVA, Rohtak reserves the right to terminate the contract even during the continuity of the contract after giving reasonable opportunity.
39. The Agency/Contractor shall be required to sign a contract SUPVA, Rohtak, containing all the terms and conditions of the tender document.
40. The contract shall be valid for a period of one year which may be extended for another year or so depending upon the performance of the firm and mutual consent of both the parties of the contract.
41. Tender received after the closing of date and time will not be entertained.
42. Tender shall be in the prescribed form. No tender will be considered which is not as per the printed form and does not bear the tenderer's signature and seal at the bottom of every page of the tender document.
43. SUPVA reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
44. SUPVA takes no responsibility for delay, loss or non-receipt of tender sent by post.
45. The bidder must have a qualified team of professionals in the organisations and may be asked to give a presentation before the Tender Committee as to how they are going to provide the services.
46. Other terms and conditions as per Outsourcing Policy of the State as amended from time to time shall be applicable.
47. ***Service provider shall provide exclusive 2 Nos. of manually operated electrical / mechanical grass cutters and 2 Nos. manually operated electrical / mechanical bush cutter within 3 days of the award of the letter for the work for horticulture services in the university, failing which SUPVA reserve the right to purchase the***

*same from market at your risk & cost & the expenditure so spent shall be deducted from the dues with SUPVA & no claim shall be entertained on this account.*

**(d) Scope of horticulture services:-**

1. Maintenance of Lawns & Gardens.
2. Watering the plants and flower pots.
3. Maintenance of Indoor plants.
4. Cleaning of dust on plants
5. Maintenance of decoration of Gardens & Lawns.
6. Manuring of plants & lawns.
7. Seeding of seasoning flowering plants.
8. Beautification of Garden / LAWN.
9. Improvement of ambiance / greenery in the university premises.

In addition to lawns of the campus, approx. 1000 pots of plant/ flowers which may please checked before tendering. No claim will be entertained regarding the quantum of work in the campus. Watering, deweeding, cutting/shaping, new seasonal plantation including providing pits, grass maintenance, spray of insecticide/ pesticide/ manuring as required to be done. At any available point of time the lawns and plantation must be well manicured and in right shape/size/order.

**Summary/ Salient features of the tender for Hiring Horticulture Services.**

<b>S. No.</b>	<b>Particulars</b>	<b>Remarks</b>
1.	Type of tender	Two bid system
2.	Last date of submission of Tender	24.08.2016 upto 1.00 P.M
3.	Venue for submission of offer	State University of Performing & Visual Arts, Sector-6, Rohtak-124001
4.	Availability of tender documents	Tender documents may be downloaded from <a href="http://www.supva.ac.in">www.supva.ac.in</a>
5.	Cost of tender documents (non-refundable)	Rs. 1000/- in the form of pay order/ demand draft
6.	EMD (refundable)	Rs. 50,000/- in the form of pay order/ demand draft only
7.	Security deposit	10% of total tentative cost of the cost of the work or Rs. 2 Lacs whichever is higher.
8.	Date of opening of technical Bids	24.08.2016 at 3.00 P.M
9.	Validity of offers	90 days from the date of opening of technical bids
10.	Contract period	1 Year
11.	Details/ address of the campus/ buildings	State University of Performing & Visual Arts, Sector-6, Rohtak-124001
(a)	Total area of the campus	22 Acres
(b)	No. of blocks	8 blocks
(c)	Detail of blocks	04 Institutions blocks , 01 Guest house, 01 Central Library, 01 Administration block, Utility
(d)	Total covered area of 08 Blocks	7 lacs Sq. Feet
12.	Details of the contact person for inspection of site	Estate Officer or any officers designated by authority

## Criteria for Allotment of Tender

- Technical bids will be opened by the committee constituted by the university.
- Financial bid of *successful technical bids* will only be opened.
- If the same rate quoted found to be quoted by various firms then **Turn over will be the check point**, the firm having more turn over will be considered.
- If further tie happened to be than then preference will be given to firm having more experience in terms of financial terms.
- University have the right of the verifications of the documents submitted by the tenderers.
- University (SUPVA) has final authority to reject any firm without giving any reason, no claim shall be entertained.

## Technical Bid

### Terms & Conditions:-

1. The agency should be having experience of at least 2 years in relevant field and successfully completed 3 such works of reputed organizations /Department of Government of India/ Public Sector Undertakings /statutory bodies/ MNCs.
2. Details of inputs / information's required to be submitted by the agency is as per the **Annexure-1**.
3. The details of current /previous clients are to be submitted as per the following format:
  - (a) List of Current clients**
    - (i) Name of the company /organization /office
    - (ii) Contact person with telephone number and Email IDs
    - (iii) Contract Period and volume of work like value, area covered and man power deployed.
    - (iv) Copy of contract/agreement/experience certificate to be enclosed
  - (b) List of Previous clients**
    - (i) Name of the company /organization /office
    - (ii) Contact person with telephone number and Email IDs
    - (iii) Contract Period and volume of work like value, area covered and man power deployed.
    - (iv) Copy of contract/agreement/experience certificate to be enclosed

## **Tender Form**

Sr. No.	Description	Particulars		
1.	Name of Applicant			
2.	Address and Phone No. of Applicant Firm			
3.	Contact Person Name Mobile No. : E-Mail ID :			
4.	Registration No./Code no. Registered under EPF/ESI Act			
5.	Registration No. of labour license			
6.	PAN No.			
7.	ISO No.(if any)			
8.	Details of similar contract of an Educational/Institutional University			
9.	Details of Current Works:			
	<b>Name of Client</b>	<b>Manpower/Employee/ Work</b>	<b>Period</b>	<b>Financial Value</b>
10.	Experience of executed Works in last 2 years:			

*Service Provider*

*University Engineer*

*Registrar*

	<b>Year</b>	<b>Name of Client</b>	<b>Manpower/ Employee</b>	<b>Period</b>	<b>Financial Value</b>
	2014-2015				
	2015-2016				
11.	Turnover of last 2 years				
	<b>Years</b>	<b>Name of Client</b>	<b>Manpower</b>	<b>Period</b>	<b>Financial value</b>
	2014-2015				
	2015-2016				
12.	Proposed methodology and Detailed plan to attached to provide the services  (May use separate sheet for write up. May also required to make a presentation)				

**Verification:**

I solemnly declare and affirm that the above facts given from Sr. No. 1 to 12 are true to the best of my knowledge and nothing has been concealed.

**Date:**

**Signature with Seal of the tenderer/service provider**



## Financial Bid

### Part B (Financial)

Sr. No.	Description	Particulars		
1.	Name of Applicant			
2.	Address and Phone No. of Applicant Firm			
3.	Contact Person Name Mobile No. : E-Mail ID :			
4.	Proposed to provide Manpower			
	<b>Sr. No.</b>	<b>Type of Service</b>	<b>Monthly Charges service provider inclusive of all charges for the Horticulture Services at SUPVA, Rohtak</b>	
			Estimated cost	Rate to be quoted by the service provider
	1.	Horticulture Services	Rs. 80,000/P.M.	..... ..... ..... ..... .....

#### **Verification:**

I solemnly declare and affirm that the above facts given from Sr. No. 1 to 12 are true to the best of my knowledge and nothing has been concealed.

**Date:**

**Signature with Seal of the Contractor**

*Service Provider*

*University Engineer*

*Registrar*

## Annexure 1

### Details of Inputs/ information's to be provided by the tenderer/ service provider

S. No.	Items	Information /inputs to be filled by the tenderer (if required Separate sheets maybe enclosed)
1.	<b>Name and address of the agency,</b> telephone number, fax, mobile number, email address	
2.	<b>Type of organization</b> (Whether proprietorship, partnership, private limited, limited company)	
3.	<b>Name and address</b> of the directors/ proprietor /partners	
4.	Year of formation of the company/ Experience as Horticulture services	
5.	<b>Nature of business</b> carried by the company	
6.	<b>Branches</b> in other cities in India and contact details	
7.	Any <b>sister concerns</b> and their address	
8.	<b>Details of registration</b>	
9.	<b>Banker's name and address</b> (Bank solvency certificate to be attached)	
10.	Total number of <b>employees</b> of the firm	
11.	Contact number in case of emergency	
12.	<b>Income tax return</b> for the last three financial years	
13.	Total turnover of the agency during last three financial years	
14.	Details of registration with statutory authorities like PF, Gratuity, ESI etc.	
15.	<b>(a) Service tax number/ certificate</b> <b>(b) PAN number</b>	
16.	<b>Change of the firm name at any time. If so, when and reason thereof</b>	
17.	<b>Infrastructure details</b>	
18.	<b>Dispute, if any</b>	

Copies of relevant documents are to be enclosed in support of above information's.

**Undertaking:**

I hereby certify that all the information's furnished above are true to my knowledge. I have no objection to Institute verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I also certify that, I have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

Signature of the authorized signatory of the agency

Official seal/ stamp

Date:

Place:

**Annexure 2**

**AGREEMENT FOR APPOINTMENT OF HORTICULTURE SERVICES at SUPVA Rohtak (SPECIMEN COPY)**

Contract Agreement

No. \_\_\_\_\_ Dated \_\_\_\_\_

An agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ Two Thousand and Sixteen between **State University of Performing & Visual Arts, Rohtak** represented herein by the Registrar /University Engineer (hereinafter called SUPVA) on the one part and \_\_\_\_\_ and carrying on business at \_\_\_\_\_ under the name of \_\_\_\_\_ (hereinafter called the Service provider which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representative, Successors and Assignees) on the other part for the purpose of horticulture services at the rates and under the terms and conditions specified in the form and its annexures.

Whereas the Service Provider has agreed with the SUPVA to perform all the operations set forth in the form and its annexures, which shall be treated as an integral part of this agreement, upon the terms and conditions governing contract annexed.

In consideration of the payment to be made by SUPVA, the Service Provider shall duly perform the said operations in the said forms and its annexures set forth and shall execute the same with great promptness, care and diligence in a manner to the satisfaction of SUPVA and will carry out the work in accordance with the terms and conditions of contract with effect from \_\_\_\_\_ day of \_\_\_\_\_, 2016 upto \_\_\_\_\_ of \_\_\_\_\_ 2017 and will observe, fulfil and honour all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and SUPVA hereby agrees that if the Service Provider observe and honour the said terms and conditions of the contract, SUPVA will pay or cause to be paid to the Service Provider for the operations, on the completion thereof, the amount due in respect thereof at the rates specified in the schedule hereto annexed. The cost of stamp duty on this account shall be borne by Service Provider. In witness whereof the said parties have hereunto set their hands the day and year first above written.

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Registrar  
SUPVA, Sec-6, Rohtak

WITNESS  
1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS  
1. \_\_\_\_\_  
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2. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

*Service Provider*

*University Engineer*

*Registrar*

**ANNEXURE 3**

**PERFORMANCE GUARANTEE / SECURITY DEPOSIT IN THE FORM OF  
BANK GUARANTEE**

1. In consideration of **State University of Performing & Visual Arts, Rohtak** (hereinafter called the SUPVA), having its head office at **State University of Performing & Visual Arts, Rohtak** agreed to permit M/s. \_\_\_\_\_ (hereinafter called the said Service Provider) to provide Horticulture Services on its behalf as custodians of the SUPVA on the terms and conditions of the agreement for and on production of a Bank Guarantee for Rs. 2.00 lacs. We \_\_\_\_\_ promise to pay to SUPVA, an amount not exceeding this cost against any loss or damages caused to or suffered by Institute, by reason of any failure of the Service Provider to provide Horticulture services in contravention of the terms and conditions in the said agreement.
  
2. We \_\_\_\_\_ Bank, do hereby undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the SUPVA, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the SUPVA, by reason of any failure of the said Service Provider to perform the said operations safely without damaging the materials/ goods. Any such demand made on the Bank shall be under this guarantee. However, our liability under guarantee shall be restricted to an amount of Rs. 2.00 lacs only & shall be valid upto .....
  
3. We \_\_\_\_\_ Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Service Provider, under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed unless a demand or claim under this agreement is made on us in writing on or before three months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.
  
- 3.1 Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the SUPVA, or until the date of the expiry of the contract (whichever is earlier) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the SUPVA.

- 4. We \_\_\_\_\_ Bank, further agree with the SUPVA, that SUPVA shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said Horticulture Services contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute, against the said Service Provider and to forbear or enforce any of the terms and conditions of 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 Service Provider or for any bearance, act or commission on the part of SUPVA or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
- 5. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
- 6. We \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of Institute in writing.

OFFICER'S SIGNATURE WITH BANK SEAL

DATE

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