

Buyer Added Bid Specific ATC

1. The Service provider shall strictly follow the security instructions and safety instructions as imposed by the Institute.
2. For leave/ replacement of Manpower, service providers ensure that they should also be aware of the maintenance to be done.
3. The Service provider shall provide safety shoes and other safety gadgets like hand gloves, raincoats etc., for the service provider engaged by him during Operation and maintenance services at site.
4. The personal deployed by service provider shall ensure safety of their personal and safety at works.
5. Visit of well experienced horticulturist is mandatorily twice a month inside IPR / FCIPT campus for guidance / advice for existing landscaping area as well as new planned area.
6. **Service provider's Responsibility:** Service provider should take all precaution and utmost care to avoid breakage, damage, loss etc. while carrying out the work at IPR premises. If any damage, loss is occurred to IPR's property while doing the work, service provider will be responsible for making compensation to IPR.
7. **Third Party Liability:** It will be entire responsibility of the service provider to insure his employees against all risks. It will be the liability of service provider to meet claims over the lives of any employee including himself who insures/dies due to accident caused while on duty at IPR site or while not on duty but came to meet the employees of service provider/supervisor/any person of you.
8. **Safety Requirement:** As the work is to be executed in a restricted area, the service provider shall strictly observe all safety, security and labour regulations prevailing in the campus. The service provider shall be responsible for the proper behaviour of the staff employed by him and also for any breach of security regulations, thefts, sabotage etc. The Service provider shall withdraw any person so desired by IPR, if in the opinion of the representative of IPR, it is not desirable to permit that particular person to work inside the campus.
9. Employer Share of EPF and ESI for the deputed manpower will not be reimbursed by IPR. Service Provider should include all this cost in their quoted rates.
10. Quoted price will be firm and fixed for entire duration of contract irrespective of changes in minimum wages. However service provider shall have to strictly pay wages as per the Minimum Wages and its revision at every six month. Contractor has to quote the tender accordingly.
11. Smoking and chewing tobacco etc. are strictly prohibited during working hours. Any of the deployed staff for horticulture services found smoking/chewing in the buyer's premises shall be removed immediately and shall not be deployed again over the contract duration.
12. The Service Provider shall employ only adult trained, efficient and responsible staff with good health and sound mind for providing required services.
13. The Service Provider would be bound by the conditions about police verification of the deployed staff and their medical fitness. A verification report in respect of all the personnel of Service Provider from the concerned police station of concerned residential areas should be submitted.
14. Total Quoted amount must match with amount shown in Price Breakup sheet else bid of the bidder would be summarily rejected.
15. Price Breakup sheet must not be uploaded with technical documents. It is a part of financial document and should be uploaded along with financial documents only.
16. Mandatory Eligibility Criteria (The Bidders, who fulfil the following requirements on their own, shall only be eligible to apply).

S.No	Eligibilty Criteria	Documentary proof for the eligibility (To be Scanned and Uploaded on GEM with respective column)
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1	Vendor should have either registered or a branch office in Gujarat as on date of publication of tender notice.	Necessary documents such as GST Certificate, registration certificate (Gumastdara, etc.), from local authority (Municipal Corporation / Panchayat etc.) to be uploaded on GeM.
2	The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March 2024, should not be less than 46 lakhs as mentioned in the bid document.	Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3	Minimum 3 years of experience of providing Garden / Horticulture maintenance services as on date of publication of this bid.	Copies of work orders & completion certificates issued by clients to establish 3 years' experience.
4	Bidders should be Proprietary firm/Partnership Firm/ limited company/Private Limited Company	Valid Registration certificate from Competent Authority.
5	Should have satisfactorily Completed any of the following during last three years on the previous day of last date of submission of bid: a. one Garden / horticulture maintenance work of minimum 23320 Sqm area or minimum work order value (including GST) of Rs 122 lacs b. Two Garden/horticulture maintenance Work of minimum 14575 Sqm or minimum work order value (including GST) of Rs 76 lacs c. Three Garden/horticulture maintenance work of minimum 11660 Sqm or minimum work order value (including GST) of Rs 61 lacs	Copies of work orders & Completion Certificate issued by clients.
6	EMD	Documents to be submitted as mentioned in Bid
7	Should have Minimum bank solvency of Rupees Sixty one lacs only (₹ 61 lacs).	Valid bank solvency certificate issued by bank

The exemption will be applicable to MSE and Startup on Experience (Eligibility Criteria No-3 & 5) and Turnover (Eligibility Criteria No-2) as mentioned in the bid document. All the above documents to be uploaded on GeM. In case, Respective tab for uploading documents is not available, All pdf files can be merged and upload in Additional documents-1,2, 3 and 4 tabs.

17. Service Assumptions

The Service Provider shall not sublet any part of the Contract and will be responsible and liable to deliver the services as per the contract.

For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules and Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.

The manpower deployed for the Development and Maintenance of Horticultural Work should be enough, qualified and trained to carry out the contracted scope of work and have the knowledge of safety procedures, as per Buyer's requirement. Any mismatch in demand and supply of the manpower such as number of employees, educational qualification, sectoral/ desired work experience etc. may lead to penalties and/or replacement of the resource with the matching skillset or profile desired by the Buyer.

Only authorized staff of the Service Provider will be allowed entry at the premises of the buyer on production of identity badge.

The park premises are the property of the Buyer and Service Provider is only permitted to enter and manage the premises as long the Contract remains valid.

Guarding/maintaining the Service Provider machinery under Buyer premises will be responsibility of Service Provider only.

Service Provider will not use buyer machinery or his machinery (when placed under Buyer premises) for any personal use or for any other activity not related to the scope of work under the contract.

The Service Provider will be responsible for providing available fresh flowers / Pots, where necessary, to the office rooms, lobbies, corridors, reception halls etc. as well as for the various events and functions organized directly by the Buyer.

After award of contract, if the Service Provider is found to be charging any amount from the manpower on its roll in any manner, the agreement shall be terminated immediately with forfeiture of Performance Security amount and the Service Provider will be blacklisted. Any amount received from its manpower as registration or any fees by the Service Provider will be recovered from the pending bills and will be paid directly to the concerned manpower.

In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/ penalty to the tax authorities shall be borne by the Service Provider.

18. Logbook

The Service Provider shall maintain a logbook and update the logbook on the GeM portal as per the logbook process flow.

Once the Service Provider updates the logbook online, the Buyer shall either accept or reject these entries within four working days. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties Failure to act on logbook entries updated by Service Provider shall be deemed as accepted.

The Service Provider can raise an issue against the rejection of any entry by the buyer within four days of such rejection with the designated representative of the Buyer.

19. Past Performance-In case the past performance of the Bidder is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfilment of terms and conditions of the

contract, or on any other ground which IPR thinks fit, the offer of such Bidder is liable to be rejected by IPR. The decision of IPR in this regard is final and not subject to challenge.

20. TERMINATION OF CONTRACT:

The contract shall stand terminated under the following circumstances:

- a) Unsatisfactory performance during the three month's trial period or extended trial period.
- b) On expiry of the contract period, if not extended further.

The contract may be terminated in case of unsatisfactory performance of the Contractor or for any other reason, at any time, even during the subsistence of the tenure of the contract at the sole discretion of IPR by giving one month's advance written notice to the contractor.

If at any point in time during the subsistence of the contract, any information furnished in the tender documents submitted by the Contractor is found to be false/incorrect, IPR shall reserve its right to terminate the contract, without serving one month's advance notice to the Contractor and take any further steps, including but not limited to any legal proceedings against the Contractor. If at any point in time during the subsistence of the contract, it is found that the certificates, bills, challans and other documents pertaining to MANDATORY proof of payment of minimum wages, statutory payments, bonus and other payments submitted by the Contractor are manipulated or found to be incorrect, the contract shall be terminated with immediate effect without one month's prior written notice and the Security Deposit shall be forfeited without any claim whatsoever on IPR. In such a circumstance, IPR shall reserve its right to debar the Contractor from participating in any future tenders or any other work of IPR and its constituent Units. Additionally, IPR may pursue appropriate legal proceedings against the Contractor in case any document is manipulated or found to be incorrect.

If the SUCCESSFUL BIDDER has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official during the procurement process or during contract subsistence or execution.
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the IPR, and includes collusive practice among Bidders (prior to or after submission of tender) designed to establish tender prices at artificial non-competitive levels and to deprive the IPR of the benefits of free and open competition.

21. SUB-CONTRACT:

That the Contractor shall not assign or sublet contract or any part thereof. If he assigns or grants sub-contract to any person without obtaining prior permission of IPR in writing from an authorized person, the contract shall stand terminated.

The entire amount of the Security Deposit will be forfeited in case of breach of any of the terms agreed upon under this document by the Contractor. The security deposit shall also be liable for appropriation against dues payable to IPR under the agreement or damage or expenses that may be incurred by IPR as a result of negligence or such acts and omissions on the part of the Contractor or the persons deployed by the Contractor at IPR.

In the event of such adjustment of security deposit in full or in part, the Contractor shall immediately make good the amount so appropriated from the security deposit in the form of demand draft to be issued in favour of "**Institute for Plasma Research**" failing which the balance amount of the security deposit shall be adjusted from the amount due and payable to the contractor.

The Security Deposit shall be held by IPR as security for the due performance of the contractor's obligations under the Contract, PROVIDED that nothing herein stated shall make it incumbent upon IPR to utilize the Security Deposit in preference to any other remedies including legal remedies which IPR may have, nor shall it be construed as confining the claims of IPR against the Contractor to the quantum of the Security Deposit.

22. PERMIT AND LICENCES:

The Contractor shall secure and pay for all licenses and permits required for successful implementation of the contract at his end. The Contractor may also be required to comply with all the necessary laws, ordinances and regulations of the public authorities in connection with the performance of his obligations under the contract. The Contractor shall be responsible for all damages and shall indemnify and keep IPR harmless against all claims for damages and liabilities which may arise out of the failure of the Contractor to secure and pay for any such licenses and permits or to comply fully with any and all applicable laws ordinances and regulations.

23. PAYMENT:

The contractor has to submit a monthly bill (s) for each location in duplicate along with necessary supporting documents. The payment will be released after receipt of the bill & its scrutiny.

No claim for interest will be entertained by IPR in respect of any payment which will be withheld with IPR due to discrepancy between IPR & Contractor or due to Administrative delay for the reasons beyond the control of IPR.

The contractor has to submit proof along with his claim (from 2nd month onwards) for the following:

- 1) Wages disbursed to his employees in previous month.
- 2) Provident fund remittance and ESI remittance (if applicable).

24. INCOME TAX & OTHER DEDUCTION :

Income tax and any other statutory deductions shall be made from the monthly bill/bills as per the provisions. Necessary income tax certificate will be issued to the CONTRACTOR after depositing the amount to the Income Tax Dept.

25. WAIVER:

No failure or delay on part of IPR in enforcing any right or remedy of IPR in terms of the contract or any obligation or liability of the Contractor in terms thereof shall be deemed to be a waiver of such right, remedy obligation or liability, as the case may be, by IPR and notwithstanding such failure or delay, IPR shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

26. STATUTORY REQUIREMENT:

The Contractor shall be fully and exclusively liable for payment of Govt. taxes, levies, duties, comprehensive insurance, Goods & Services Tax (GST) and any other fees / taxes payable from time to time during the pendency of the contract. The Contractor shall produce the above referred documents for verification to the IPR authorities, on demand.

The Contractor shall be fully responsible for complying with all the relevant statutory obligations as applicable from time to time including but not limited to

- ❖ Contract Labour (Regulation and Abolition) Act, 1970
- ❖ Minimum Wages Act, 1948
- ❖ Payment of Wages Act, 1936
- ❖ Employees Provident Fund Act, 1952
- ❖ ESI/Workmen's Compensation Acts
- ❖ Bonus Act, 1965
- ❖ Fatal Accident Act, 1855
- ❖ Payment of Gratuity Act, 1972
- ❖ Any other act, as applicable from time to time

All the relevant records / documents / registers / correspondances / receipts etc. for the above purposes may be produced for verification whenever desired by IPR. The Contractor shall be singularly liable for all the consequences arising out of the non-compliance of the statutory requirements.

The Contractor shall have to strictly pay wages as per the Minimum Wages Act, 1948 as notified by the Labour Commissioner (Central) for Zone A (Ahmedabad) and Zone C i.e., remaining area of Gujarat, from time to time to his workers / personnel. The payment of wages to the persons deployed by the Contractor may be witnessed by an authorized representative of the IPR.

The Contractor shall be responsible for fulfilling the requirements of all the statutory provisions of Contract Labour (Regulation & Abolition) Act, Employees Provident Fund Act, Payment of Wages Act, Minimum Wages Act, Bonus Act, Gratuity Act, ESIC, Workmen's Compensation Act and all other acts and enactments connected in providing the food and beverage services at our premises, at his own risk and cost, in respect of all staff employed by him. If due to any reason whatsoever, IPR is made liable with respect to the above, the costs incurred thereto shall be payable by the Contractor and all such liabilities shall be recovered by IPR from dues payable by IPR to the Contractor and / or from the Security Deposit of the Contractor and available properties and sources of the Contractor through process of law.

The Contractor shall maintain various registers as per the Contract Labour (R & A) Act and other applicable acts and shall produce the same for inspection as and when required by IPR.

The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and ensure proper registration of all their employees with Regional Provident Fund Commissioner ("RPFC") before commencing with work pertaining to the contract. The Contractor shall deposit employees and employers contributions to RPFC every month and a copy of the Challan should be submitted to IPR for verification along with the monthly bill.

The Contractor shall obtain the Insurance policy in respect of the staff engaged by him for the job. The Contractor shall indemnify IPR under the Workmen's Compensation Act, 1923 and its amendment of all liabilities like death / disablement of the staff. The Contractor shall be permitted to start the job only after obtaining adequate insurance coverage from the authorized insurance companies.

The decision of IPR, as to whether the Contractor has adhered to the above obligations or as to whether the Contractor has committed any breach of the terms and conditions, will be final and binding on the Contractor.

It is hereby clarified that there exists no employer-employee relationship between IPR and the workers/employees of the Contractor.

27. SECURITY REQUIREMENTS:

On commencement of the contract, the Contractor shall provide the name & bio-data of the staff Supervisor/Manager along with their contact numbers. The Contractor will be required to get the police verification done of their staff and submit a copy of the same to the IPR. The Contractor shall issue identity cards to his employees for identification. The staff engaged by the Contractor and the Contractor himself will be required to observe all security related rules and regulations. Proper entry of the staff as well as the items brought inside will be required to be made and the staff will be subject to through checking while going in or out of the premises.

28. LAW GOVERNING THE CONTRACT:

This Contract shall be governed by the laws of India.

29. SETTLEMENT OF DISPUTES AND ARBITRATION:

In the event of any dispute, which may arise either during the subsistence of this agreement or afterwards relating to or arising from these presents, either party shall notify the other party in writing of the substance of the complaint and both the sides shall do their utmost to settle these disputes amicably through negotiations within 60 days of receipt of any such complaint. Such differences and disputes on which both sides fail to reach a written agreement by means of negotiations shall be resolved by a sole Arbitrator mutually appointed by the Parties and the award of the Arbitrator shall be binding on both the parties finally and conclusively. The seat of arbitration shall be Gandhinagar / Ahmedabad, India and the arbitration shall be conducted in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enhancements thereof for the time being in force. Any proceeding arising from this agreement shall be subject to the exclusive jurisdiction of Courts in Gandhinagar / Ahmedabad, to the exclusion of all other courts. This Agreement shall be governed by the substantive laws of India.

30. PENALTY IN CASE OF FAILURES OF SERVICE PROVIDER:

In case of lapses, failures, repeated failures or lacunas noticed on the part of the Service provider, the Chief Administrative Officer or Authorized Officer shall have the right to impose fine(s)/Penalty(s) as per the seriousness of the lapse, which shall be binding on the Service provider. While all contractual conditions will be strictly enforced, penalties will be imposed for deficiencies in service as below.

S.No	Deficiencies in Services	Penalty Amount/action
01	As mentioned in the specification documents "Minimum no of "Mali" to be deployed at IPR - 14 Nos. and at FCIPT - 2 Nos. per day."	Double amount of quoted amount for one Man-days

	Non deployment of required personnel as mentioned above, per person per day	
02.	If area is not maintained as per scope	Double recovery amount for area not maintained per day basis as per rates quoted by service provider
03.	Non adherence to any of the clause mentioned in the tender document	₹ 1000/- to ₹ 10000/- as deemed fit by the CAO
04	Non Visit of well experienced horticulturist twice a month inside IPR / FCIPT campus	Rs 500/- per visit

1. If at any stage during the currency of contract, in any case involving moral turpitude, the contractor or their employees is/are convicted, the IPR reserves the exclusive and special right to terminate the Contract and in such event the contractor shall not be entitled to any compensation from IPR.

2. TERMS & CONDITIONS RELATED TO LANDSCAPING MAINTENANCE WORK:

GENERAL TERMS & CONDITIONS:

- i. The quantities mentioned in the schedule can be increased by 25% during any period of time during contract period. The Bidders are requested to quote the rates after visiting our campuses, assessing the volume of work and site conditions. The Contractor will not be permitted to change the rates once quoted after visit.
- ii. Water shall be made available by IPR at the points available at present free of cost. Bidders shall visit the site and get acquainted themselves with the available water points for arranging the required hose pipe, sprinklers, watering cans, etc. at his own cost.
- iii. Electrical power connection shall be made available by IPR at the points available at present free of cost. The manually and electrically operated lawn mowers, cables, control switches etc. shall be provided by the Contractor at his own cost.
- iv. The Contractor shall be responsible for providing adequate labours, expertise and supervision on day to day basis by deploying well experienced persons. The Contractor shall be required to adopt changes in the techniques and bring forth improvements wherever required.
- v. The Contractor shall have requisite experience to handle maintenance of the landscaping work. He shall submit documentary evidence of the kind of experience he has along with the list of works in hand. The Contractor shall have to arrange day to day planning for maintenance work of each job. He shall submit fortnightly maintenance schedule in advance.
- vi. The Contractor shall be required to report and receive instructions on day to day basis from the Officer in charge designated by the Chief Administrative Officer (CAO) of IPR.
- vii. The Contractor shall take all necessary precautions to ensure safety of persons deployed for the said work and arrange to provide prompt medical assistance if required. The Contractor should keep the fully equipped first aid box handy at the site.
- viii. IPR is not in any case responsible for any type of accident during the execution of works and it will be the total responsibility of the contractor.

- ix. The rate quoted by the Bidder should be all-inclusive, viz. covering all expenses and incidentals and should include Insurance for all workers, all Statutory Obligations, Government taxes/levies whichever and whenever applicable during the tenure of the contract.
- x. The contract should be carried out as per the instructions of Officer in charge / CAO. The Contractor shall be required to ensure maintenance of IPR's decorum by himself and all the persons deployed by him.
- xi. In case the Contractor abruptly stops the work with or without notice, IPR may decide to terminate the contract forthwith and will make immediate alternative arrangements. In such cases, the Contractor shall be liable for making good the additional expenditure to be incurred by IPR up to the notice period.
- xii. Routine campus landscaping maintenance work will be carried out from 9.00 Hrs to 17.30 Hrs. daily **except on Sunday and public holidays decided by IPR.**
- xiii. Contractor will not to take away grass and plant cuttings, bushes and shrubs out of campus unless advised by the officer concerned. The plants and cuttings developed at nursery shall be the sole property of IPR.
- xiv. The Bidder should sign and stamp all pages of the tender in token of acceptance of the terms and conditions and return the same to us.

3. GENERAL RESPONSIBILITIES OF THE CONTRACTOR AND OTHER TERMS:

- The Contractor shall obtain necessary license and maintain necessary registers as required under statutory regulations.
- The Contractor shall visit IPR whenever he is called upon to do so by the authorized officials of IPR.
- None of the persons deployed by the Contractor shall be allowed to use any of the IPR premises for the residential purpose without the prior approval of IPR authorities.
- All articles which are to be taken out or brought inside the premises shall be liable for security checks, through gate pass system or any other system in force from time to time which shall have to be complied with.
- The Contractor shall not use the premises for any other activities except the purpose for which it has been provided.
- The Contractor shall have to make his own transport arrangement for his staff and material.
- The Contractor shall not assign or sublet, transfer or sub-contract the job awarded to them in favour of any other contractor or agency.
- The Contractor shall make their own arrangements for accommodation, transport, canteen and any other facility for their staff deployed by them at the respective locations.

- There shall be no employee - employer relationship between the persons deployed by the contractor and IPR.
- The Contractor shall provide required liveries such as uniforms, shoes, gloves etc. and other paraphernalia to his staff at his own cost.
- The Contractor shall be completely responsible for all disputes, issues, claims & matters related to employment, non-employment & terms of employment as far as employees engaged by him are concerned. The Contractor shall indemnify IPR for all appointment of his personnel under him and that they shall have no claim for permanent employment at IPR.
- There shall not be any privity of contract between IPR on one side & employees engaged by the Contractor on the other side and the Contractor alone should be responsible for all disputes arising out of employees engaged by him. There would be no direct control / supervision of IPR on the employees of the Contractor.
- The work should be carried out as per the instructions of Officer in charge. The Contractor shall be required to ensure maintenance of IPR's decorum himself and by all the persons deployed by him.
- In case the Contractor abruptly stops the work with/without sufficient notice, IPR may decide to terminate the contract forthwith and will make immediate alternative arrangements. In such case, the Contractor shall be liable for making good the additional expenditure that may be incurred by IPR for making alternative arrangements, till appropriate arrangements are made through calling the quotations, besides forfeiture of security deposit.
- In case of dispute on the interpretation of terms and conditions of the contract, the decision of the Director, IPR shall be final and binding on the Contractor.
- The Contractor shall ensure that all the persons deployed by him are free from all communicable contagious infectious and other diseases and the contractor shall have them medically examined in case of any illness at his own cost. IPR also reserves the right to direct the Contractor to get his persons medically examined by a physician approved by IPR at the sole expense of contractor. If in the opinion of the IPR any person deployed by the contractor is found to be suffering from any such communicable diseases or if any of the person of the contractor is found to commit any misconduct or misbehaves, IPR may restrain such person from entering the premises.
- The Contractor shall be responsible for the persons deployed by him observing all safety rules from time to time. In case, IPR suffers any loss of any nature from the persons deployed by the contractor not following the safety regulations/ instructions, the contractor shall be liable to make good all such losses as may be necessary to recover all such losses from the security deposit and/or dues payable by IPR to the contractor besides other remedies open to IPR.

- The Contractor shall maintain a fully equipped medical first aid box, which should be easily available to the persons deployed by him. It will be the sole liability of the contractor, in-case of accident or death of any personnel deployed by the contractor while on duty.
- The Contractor would be required to arrange the screening/scrutiny of Landscaping personnel, which he intends to deploy at IPR, on the date/time convenient to Officer In-Charge, before final selection is done. The contractor would be required to submit the Police verification certificate of all the personnel to be engaged for landscaping work at any of the premises of IPR.
- If, at any time, IPR finds any of the personnel is unfit, the contractor will be required to replace the same by another Landscaping Maintenance person of the same rank and status immediately. The decision of the officer-in-charge in this regard shall be final and binding on the contractor.
- All personnel to be deployed by the Contractor for providing Landscaping Maintenance work services should possess sound health and physique, clean shaved and they should be in uniform only, which should be maintained in neat and clean condition and well pressed at all times while on duty.
- The Contractor shall inform the Officer-in-Charge any change in any of its personnel posted at any point and shall do so only after prior approval of the Officer-in-Charge after fulfilling all the terms and conditions laid down in the tender document.
- IPR reserves its right to change/alter any of the terms & conditions.
- The Contractor will be required to submit a copy of bio-data with the present and permanent address, Aadhaar card / Election card, one passport size photograph and copy of valid Police Verification Certificate duly vetted by the contractor, in respect of each of the Landscaping Maintenance personnel to be deployed by him at the IPR.
- In the event of having found that the Contractor or his personnel have contributed to a theft by deliberately convincing or by themselves taking part in such an activity, IPR reserves the right to forfeit the security deposit and terminate the contract immediately.
- The contractor will be required to provide identity cards to his Landscaping Maintenance personnel under applicable labour laws.

4. NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

If at any time from the commencement of the contract, the IPR for any reason whatsoever does not require the whole or part of the services as specified in the contract, IPR Authorities shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the fulfilment of the contract in full but he did not derive in consequence of the full contract having not been carried out, nor shall he have any claim for compensation by the reason of any alterations having been made in the original contract.

5. INSPECTION & SAFETY:

- a) The Contractor will visit all the premises before quoting and acquaint himself of the facilities available. If the CONTRACTOR quotes without acquainting himself of the facilities available at each of these premises, it will be deemed that he has visited and knows about the same. Under no circumstance can he plead his ignorance about the premises.
- b) The Contractor will ensure the safety of the persons deployed by him as well as that of the staff of IPR.

6. THEFT/PILFERAGE:

In case of if any of the Contractors personnel engaged at IPR are found guilty of any theft of any of the belongings of IPR, staff, other contract staff or visitors it will be the primary responsibility of the Contractor to conduct an inquiry /investigation along with the administration to find out the fact. The Contractor if need be in consultation with the Administration, lodge a police complaint.

IPR, apart from recovering the loss may over and above inflict a penalty as deemed fit in the case.

7. INDEMNITY AND GUARANTEE:

- a) That the Contractor shall at all times indemnify and keep indemnified the IPR and its officers, servants, guests and agents from and against all the third party claims whatsoever (including but not limited to property losses, theft, damages, personal accident, injury or death of/to property or persons of any sub- Contractor and or servants or Contractor and/or the IPR and the Contractor shall at his own cost and initiative at all times till the successful completion of the contract period, maintain insurance policies in respect of all insurable liabilities, under the Motor Vehicle Act, Workmen's Compensation Act, Fatal Accidents Act, Personal Injuries Insurance Act etc.
- b) The Contractor will indemnify IPR from all claims including theft claims, suits, inability & procedure which may be identified/initiated by the employees engaged by the Contractor shall keep IPR harmless from all such rules, procedure liabilities. The Contractor shall also indemnify IPR from all or any legal implication or consequences that may arise out of labour laws/rules/accidental claims and any consequence that may arise out of misconduct of any of his personnel. The decision of the Director, IPR in this regard shall be final and binding.

8. GENERAL:

If at any stage during the currency of contract, in any case involving moral turpitude, the Contractor or their employees is/are convicted, the IPR reserves the exclusive and special right to terminate the Contract and in such event the Contractor shall not be entitled to any compensation from IPR.

9. RATE:

The rates may be furnished in the **Price Bid** and shall remain same during the entire period of the contract. The rates quoted shall be package/lump sum rate monthly package rates and while quoting the contractor should consider any future increase / decrease in the statutory obligations.

The contractor must pay wages as per prevailing minimum wages as notified by the Chief Labour Commissioner (Central) for Zone A for IPR campus, Bhat, Gandhinagar and Zone C for FCIPT campus, GIDC, Gandhinagar. The minimum wages announced by Ministry of Labour and Employment , Government of India for schedule of “Unskilled category (Sweeping & cleaning) ” will be applicable.

The rates quoted by the CONTRACTOR in all the relevant annexure, shall deem to include all expenses whatsoever that the CONTRACTOR may be required to incur for providing the Landscaping Maintenance services.

10. JURISDICTION:

Any proceeding arising from the contract shall be subject to the exclusive jurisdiction of Gandhinagar / Ahmedabad Courts, to the exclusion of all other courts, subject to Arbitration Clause provided for herein after.

11. SETTLEMENT OF DISPUTES AND ARBITRATION:

In the event of any dispute, which may arise either during the subsistence of this agreement or afterwards relating to or arising from these presents, either party shall notify the other party in writing of the substance of the complaint and both the sides shall do their utmost to settle these disputes amicably through negotiations within 60 days of receipt of any such complaint.

Such differences and disputes on which both sides fail to reach a written agreement by means of negotiations shall be resolved by a sole Arbitrator mutually appointed by the Parties and the award of the Arbitrator shall be binding on both the parties finally and conclusively.

The seat of arbitration shall be Gandhinagar / Ahmedabad, India and the arbitration shall be conducted in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enhancements thereof for the time being in force. Any proceeding arising from this agreement shall be subject to the exclusive jurisdiction of Courts in Gandhinagar / Ahmedabad, to the exclusion of all other courts.

This Agreement shall be governed by the substantive laws of India.

12. INDEMNIFICATION

The SERVICE PROVIDER shall indemnify and keep indemnified IPR from and against all the actions, claims, demands, losses, injuries and any kind of damage and liabilities whatsoever under and in respect of the breach of any of the provisions hereof and/or against any claim, action or demand by any workman/employee of the SERVICE PROVIDER under any law, rules or regulation having the force of law including (but not limited to) claims against IPR under the Workmen’s Compensation Act, 1923, the Employees Provident Funds and Miscellaneous Provisions Act, 1952, the Employees State Insurance Act, 1948 and/or the Contract Labour (Abolition & Regulation) Act, 1970, etc.

13. Tools and Tackles- The service provider has to keep minimum following equipment / tools and tackles ready at site for maintenance work any time during the contract for IPR & FCIPT campuses. These tools and tackles will be the property of Service provider and they may take it back after completion of contract. Quoted rate should be inclusive of the same.

Sr. No	Description	Unit	Qty.
	For IPR campus		

1	Lawn Mover Machine - Electric with grass collecting basket	No.	1
2	Garden pipe 1" hose Heavy duty for watering	Rft.	1500
3	Brass water Sprinklers with stand	No.	7
4	“Pavda” – Garden Spade	No.	10
5	“Tagara” - Ghamela	No.	10
6	“Kudali” – Hand Hoe	No.	12
7	“Tikam” – Pick Axe	No.	3
8	“Dharia” – Sickle with long hand	No.	2
9	“Dantali” - Metal Garden Rake	No.	5
10	“Sheval” - Shovel	No.	2
11	“Khurpi” – Garden Trowel	No.	15
12	“Kovado” - Axe	No.	2
13	“Datarda” – Edge Garden Sickle	No.	12
14	“Datarda” Heavy – Heavy Garden Sickle	No.	2
15	“Mahendi katar” – Garden Hedge shear	No.	3
16	“Gulab Katar” - Secateurs Gardening Scissor	No.	2
17	Tree branch cutter	No.	1
18	Hand operated Pesticide sprinkler – 15 Litre capacity	No.	1
19	Electrical chain saw - wood cutter	No.	1
20	Trolley with wheels to carry garbage, plants, pots etc.(A big metallic trolley shall be of Size: 6’ X 4’ X 4’ covered on four sides, contain handle for movement in front side with tubeless tires for disposal of routine waste of garden works)	No.	1
21	Adjustable ladder for cutting pruning the tree or big shrubs – 10 feet height	No.	2
	For FCIPT campus		
1	Lawn Mover Machine – Electric with grass collecting basket	No.	1
2	Garden pipe 1" hose Heavy duty for watering	Rft.	500
3	Brass water Sprinklers with stand	No.	2
4	“Pavda” – Garden Spade	No.	2
5	“Tagara” - Ghamela	No.	2
6	“Kudali” – Hand Hoe	No.	2
7	“Tikam” – Pick Axe	No.	1
8	“Dharia” – Sickle with long hand	No.	1
9	“Dantali” - Metal Garden Rake	No.	1

10	“Sheval” - Shovel	No.	1
11	“Khurpi” – Garden Trowel	No.	3
12	“Kovado” - Axe	No.	1
13	“Datarda” – Edge Garden Sickle	No.	2
14	“Datarda” Heavy – Heavy Garden Sickle	No.	1
15	“Mahendi katar” – Garden Hedge shear	No.	1
16	“Gulab Katar” - Secateurs Gardening Scissor	No.	1
17	Tree branch cutter	No.	1
18	Hand operated Pesticide sprinkler – 5 Litre capacity	No.	1
19	Electrical chain saw - wood cutter	No.	1
20	Trolley with wheels to carry garbage, plants, pots etc.(A big metallic trolley shall be of Size: 4’ X 3’ X 3’ covered on four sides, contain handle for movement in front side with tubeless tires for disposal of routine waste of garden works)	No.	1
21	Adjustable ladder for cutting pruning the tree or big shrubs – 10 feet height	No.	1