

# Contract for Providing Services for Landscaping Maintenance Work

## SECTION - A

### TWO-PART TENDER

#### Invitation to Tender and Tender Conditions

#### 1. Introduction:

Institute for Plasma Research (IPR) is an aided institute of the Department of Atomic Energy (DAE), Government of India engaged in theoretical and experimental studies in plasma science including basic plasma physics, magnetically confined hot plasmas and plasma technologies for industrial applications.

IPR requires to have a contract for providing services for landscaping maintenance work at:

1. Institute for Plasma Research, Bhat, Gandhinagar (IPR)
2. FCIPT, GIDC Estate, Gandhinagar (FCIPT).

IPR proposes to outsource the landscaping work to a professional agency having competence in this field.

#### 2. Invitation of tender:

**2.1.** Institute for Plasma Research (IPR) invites online tenders for providing services for Landscaping Maintenance work on Contract basis as per the details mentioned in this tender document. If you are eligible to quote for the said services in accordance with the scope and conditions stipulated in this tender document, please upload your offer in a manner and method specified in this document:

#### 3. MANNER AND METHOD FOR SUBMISSION OF TENDERS:

**3.1.** All tenders in response to this invitation shall be submitted through online mode only. Tender submitted by **fax/cable or any mode other than online will NOT be considered at all** and all such tenders will be rejected without any notice to the tenderer.

**3.1.1. Part-I (Techno-commercial):** This part of the tender shall include/contain documents related to eligibility criteria, scope of work and also the commercial terms and conditions of contract for the services to be rendered **EXCLUDING ANY PRICE DETAILS THEREOF.**

**Proof for fulfillment of eligibility criteria mentioned in Annexure-II should be uploaded along with the tender. If the tender is submitted without proof of eligibility criteria, the offer may be rejected.**

**3.1.2. Part-II (Price-bid):** This part should contain only the prices and should be furnished in accordance with the format provided in this tender document.

**3.1.3.** If tenderer includes prices of any nature in Part-I (Techno-commercial) of the tender, such offers are liable for rejection without any notice to the tenderer.

#### **4. Eligible Bidders:**

**4.1** This Invitation of Bids is open to all bidders who meet the **Eligibility criteria** mentioned in **Annexure-II of PART-I** of the tender documents.

**4.2** The Bidders shall bear all costs associated with the preparation and submission of their bids and IPR will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **5 Pre-bid Clarifications:**

**5.1** The applicant can seek clarifications (pre-bid) regarding the tender document up to 04/09/2020 (16:00 Hrs) by uploading their queries on website [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE). The clarifications will be uploaded on the same web portal [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE) by 14/09/2020- **(17:30 Hrs)**.

##### **5.1.1 Site Visit:**

The bidders are requested to visit the site up to 20/08/2020 between **10.00 A.M and 04.00 P.M.** with prior appointment.

The following may be contacted for coordinating the site visit.

Mr. Harshad Chamunde. Tel no. 079-2396 2013, email: [chamunde@ipr.res.in](mailto:chamunde@ipr.res.in)

Mr. Hitesh Mehta. Tel No. 079-2396 2018, email: [hmehta@ipr.res.in](mailto:hmehta@ipr.res.in)

It may please be noted that any clarifications required in this tender either technical or otherwise shall be got clarified before uploading of bid. Bidder shall not have any right to revise their price bid after the due date & time of submission of bids.

5.2 Bids shall be complete in all respects and shall include properly filled in prices and other details as necessary.

## 6 EARNEST MONEY DEPOSIT (EMD) :

6.1 The Tenderer shall submit, as part of their bid, interest free Earnest Money Deposit (EMD) for an amount as specified in the Tender Notice. EMD shall be submitted by way of Demand Draft from **nationalized banks or any scheduled banks** issued in favour of "*Institute for Plasma Research*" and payable at **Gandhinagar. Tender received without EMD will be rejected.**

*Copy of Demand Draft to be uploaded with the quotation, Original DD should be sent to IPR on or before the specified closing date and time.*

6.2 The EMD of unsuccessful Tenderer will be discharged/refunded after finalizing award of the Contract.

6.3 The successful Tenderer's EMD shall be discharged/refunded upon the Bidder submitting the Security Deposit as specified in the contract, without any interest.

### 6.4 The EMD may be forfeited:

6.4.1 If a Tenderer withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or

6.4.2 In case of the successful tenderer, if the tenderer fails to furnish order acceptance within 15 days of the order or fails to submit the Security Deposit within 10 days from the date of contract/order.

## 7 LATE/DELAYED TENDERS:

7.1 Uploading of the offer document after the due date and time shall not be permitted. Time being displayed on e-Tendering portal shall be final and binding on the bidder.

## 8 OPENING OF TENDERS:

8.1 Unless otherwise rescheduled with advance intimation to the tenderers, tender will be opened in two stages on the date and time indicated on e-Tendering portal.

8.2 Part-I (Techno-commercial) of the tender will be opened at the first stage on the date and time indicated for opening on the e-Tendering portal while the Part-II (Price) will be opened at the second stage after completion of the evaluation of the Techno-Commercial Part (Part-I) of the tender.

8.3 While all the tenderers who uploaded tenders within the due date and time will be permitted to participate in the opening of Part-I (Techno-Commercial) of

the tender on the date and time indicated on e-Tendering portal, opening of the Part-II (Price bid) of the tender can be attended to only by those tenderers whose Part-I (Techno-Commercial) of the tender are found to be technically suitable/ acceptable to IPR.

**8.4** The tenderers whose Techno-commercial part (Part-I) are found suitable/acceptable to IPR, will be given advance intimation to enable such tenderers to depute their representative to participate in the opening of the Part-II (Price bid) of the tender. The technically unqualified tenderers will neither be given any intimation about the date and time of opening of Part-II (Price bid) of the tender nor will they be permitted to participate in the opening of the same. **Part-II (Price bid) of the technically disqualified tenderers will not be opened.**

## **9 AUTHORITY LETTER:**

**9.1** The tenderers who wish to participate in the opening of the tenders may depute their representatives to IPR on the respective date and time as indicated in the tender notice with an authority letter addressed to the Chief Administrative Officer, IPR, which should be produced to the officers who are opening the tenders, on demand to prove the bonafides of the representative who participates in the opening of the tender. In case the representative of the tenderer fails to produce such an authority letter on behalf of the tenderer, he/she may be debarred from participating in the opening of the tenders.

**9.2** The tenderers representative, who reaches the venue of the tender opening late, i.e., after the starting time specified for opening of the tenders, may not be allowed to take part in the tender opening. It should be noted that only **one** representative of each tenderer will be permitted to participate in the tender opening.

## **10 TECHNICAL CLARIFICATIONS:**

After opening of Part-I (Techno-commercial) of the tender, if it becomes necessary for IPR to seek clarifications from the tenderers, the same will be sought for from the tenderers.

## **11 DATE FOR OPENING OF PART-II (PRICE BID):**

After completion of technical evaluation, Part-II (Price bid) of only technically qualified tenderers shall be opened. The date and time of opening of Part-II (Price bid) shall be intimated only to the technically qualified tenderers. Tenderers, whose Part-I offers have been found suitable will only be permitted to participate in the opening of the Part-II (Price bid) of the tender.

## **12 HOLIDAYS:**

If the date specified for opening of the tenders is declared as holiday by the competent authority due to any reasons, then the date for opening of tenders will get postponed automatically to the next working day.

## **13 VALIDITY OF OFFERS:**

Offers shall be kept valid for acceptance for a period of 120 (One hundred twenty) days from the date of opening of Part-I of the tender. Offers with shorter validity period will be liable for rejection.

## **14 PAST PERFORMANCE:**

In case the past performance of the tenderer is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfillment of terms and conditions of the contract, their offer is liable to be rejected by IPR. The decision of IPR in this regard is final and not subject to challenge.

## **15 ACCEPTANCE OF TENDER:**

The acceptance of offer shall be communicated to the successful bidder through a letter of intent.

## **16 EXECUTION OF AGREEMENT:**

The tenderer(s) whose tender(s) is/are accepted shall be required to be present at the office of the Chief Administrative Officer of the Institute in person or if a firm or company by their authorized representative to execute an agreement on non-judicial stamp paper of ₹ 100/- for satisfactory completion of the job incorporating the conditions mentioned in the tender document and conditions if any subsequently agreed/modified, within 15 days from date of letter of intent. Failure to do so shall constitute a breach of contract effected by the acceptance of the letter of intent, in which case the EMD shall be forfeited.

## **17 TERMINATION OF CONTRACT:**

The contract shall stand terminated:

- 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.
- c) In case of unsatisfactory performance or for any other reason, the contract can be terminated at any time during the tenure of the contract at the sole discretion of IPR authorities by giving one month's notice to the contractor.

- d) The contract shall stand terminated in the event of filing any legal petition against IPR by the CONTRACTOR or any of his employees with regard to labour laws/rules or in case of any agitation/strike initiated by the CONTRACTOR's employees.
- e) In case, the CONTRACTOR wants to discontinue the contract, he will have to give 3 (three) months advance notice to IPR in writing narrating the reason.
- f) If the CONTRACTOR suspends the services without any notice to IPR, the whole amount of security deposit shall be forfeited in addition to the loss incurred in making alternate arrangements during the shortfall in the notice period shall be recovered from him.
- g) In case if any information furnished in the tender document is found to be false/incorrect at any stage during the contract period.
- h) If at any stage, it is found that the documents, certificates, bills, challans and documents pertaining to MANDATORY proof of payment of minimum wages, statutory payments, bonus and other payments submitted by the CONTRACTOR are manipulated, the contract shall be cancelled with immediate effect and without any prior notice and the Security Deposit shall be forfeited without any claim whatsoever on IPR and the CONTRACTOR shall be liable to be debarred from tendering/taking up works in IPR and its constituent Units.
- i) If the BIDDER/TENDERER or SUCCESSFUL BIDDER/ TENDERER 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 in the procurement process or in contract 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 Institute (IPR), and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Institute (IPR) of the benefits of free and open competition.

## **18 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 consent of IPR, the contract may be liable for termination.

## **19 SECURITY DEPOSIT:**

- 19.1** The successful contractor shall deposit with IPR 10% of Contract value as given in **Annexure-I and II of Price Bid** for two years of the contract as security deposit within 10 days from the date of issue of letter of

intent in the form of **demand draft/pay order/bank guarantee from nationalized banks or scheduled banks** issued in favour of "*Institute for Plasma Research*" and payable at Gandhinagar and no interest shall be paid thereon. The security deposit shall be refunded to the contractor after 3 months from the date of expiry of the contract after making adjustments of any dues to be recovered from the contractor.

**19.2** The whole amount of the Security Deposit will be liable to forfeiture in case of breach of any of the terms agreed upon by the contractor. The security deposit shall also be liable to appropriation against dues payable to IPR under the agreement or damage or expenses that may be sustained by IPR as a result of negligence or such acts and omissions on the part of the contractor or the persons deployed by him at IPR.

In the event of such adjustment of security deposit fully or partly, the contractor shall immediately make good the amount so appropriated from the security deposit in the form of demand draft failing which it shall be adjusted from the amount payable to the contractor.

**19.3** 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 remedy which IPR may have, nor shall be construed as confining the claims of IPR against the contractor to the quantum of the Security Deposit.

## **20 PERMIT AND LICENCES:**

The contractor shall secure and pay for all licenses and permits at his end which he may be required to comply with all 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 liability 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.

## **21 PAYMENT:**

**21.1** 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.

**21.2** 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.



**21.3** The contractor has to submit proof along with his claim (from 2<sup>nd</sup> month onwards) for the following:

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

## **22 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.

## **23 PAYMENT OF TAX :**

The GST as applicable shall be paid to the contractor, separately on submission of necessary proof along with monthly bill(s).

## **24 WAIVER:**

No failure or delay by IPR in enforcing any right to 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.

## **25 STATUTORY REQUIREMENT:**

**25.1** 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.

**25.2.** The Contractor shall be fully responsible for complying with all the relevant statutory obligations as applicable from time to time including:

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



Consequences arising out of the non-compliance with statutory requirements shall be the entire responsibility and be borne by the contractor. All the relevant records / documents / registers / correspondances / receipts etc. for the above may be produced for verification whenever desired by the Institute.

**25.3.** The contractor shall have to strictly pay minimum wages 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 Institute.

**25.4.** 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, the IPR is made liable, it shall be payable by the CONTRACTOR and all such liabilities shall be recovered by IPR from any dues payable by the 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.

**25.5.** 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.

**25.6.** The CONTRACTOR shall strictly comply with the provisions of Employees Provident Fund Act and ensure proper registration of all their employees with RPFC before commencing. The CONTRACTOR shall deposit employees and employers contributions to RPFC every month and a copy of the Challan should be submitted for verification along with the monthly bill.

**25.7.** 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.

**25.8.** 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.

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

## **26 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 Institute. The Contractor will issue identity card to his employee 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.

The tender if awarded, the contractor will have to provide the necessary manpower as and when required after getting the police verification done for the individuals.

## **27 LAW GOVERNING THE CONTRACT:**

This Contract shall be governed by the laws of India from time to time.

## **28 JURISDICTION:**

The Courts within the local limits (i.e. Gandhinagar) of whose jurisdiction where this contract is signed shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter out of this Contract.

## **29 SETTLEMENT OF DISPUTES:**

**29.1** IPR and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

**29.2** If the parties have failed to resolve their dispute or differences by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or differences in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

### **30 ARBITRATION:**

In the event of any dispute or differences arising out of in connection with any of the terms and conditions of the Contract, the matter shall be referred to the Director, IPR for settlement. In case the parties to the contract are not in a position to settle the dispute mutually, the matter shall be referred to a Sole Arbitrator to be appointed in accordance with the Arbitration & Reconciliation Act, 1996 & Arbitration and Conciliation (Amendment) Act, 2015 as amended from time to time.

### **31 COVID-19 Related Precaution**

The Contractor and his staff at the premise will be required to take all precaution related to COVID-19 like sanitization, medical /temperature checkup, masking, and social distancing and any other rules prescribed by the Government or the institute from time to time.

## Contract for Providing Services for Landscaping Maintenance Work

### SECTION B

#### (Scope of Work)

#### 1 SCOPE OF WORK:

The scope of work comprises of Maintenance of 24550.00 m<sup>2</sup> landscaping area in IPR, Bhat, Gandhinagar (Dist.) and 1900 m<sup>2</sup> landscaping area at FCIPT, Plot No. A/10/B, GIDC Electronics Estate, Sector-25, Gandhinagar, all of which include grass lawns, palm garden, shrubs, flower beds, plants surround the lawns, road side and periphery of the building, potted plants, nursery maintenance, etc. The contractor shall be required to arrange adequate number of labourers, tools, tackles, sprinklers, hose pipes, manually and electrically operated lawn mowers. The contractor is also required to procure, transport and supply required quantity of manure, fertilizers, insecticides, fungicides, etc., as per the contract including spreading and applying of insecticides, fungicides, farm yard manure and fertilizer commensurate with the scope of work in order to keep the lawns and plants in perfect health condition at all times.

#### 2 PERIOD OF CONTRACT:

The contract will be for a period of two years **w.e.f. 01/11/2020 (Tentatively)** or from the date of award of the contract and will have an initial trial period of three months. The performance of the Contractor will be evaluated during the trial period of the contract. At the sole discretion of IPR, the trial period may be extended for a further period of three months or more. IPR reserves the exclusive right to terminate the contract without notice, during the trial period/extended trial period without assigning any reason whatsoever, which decision is not subject to challenge.

The persons thus deployed should be minimum 18 years of age, well trained, well-mannered and experienced.

The contractor shall further ensure that the personnel are of high integrity and their credentials must be verified with reference to the pending police cases etc.

**3 RATES:**

- [a] The contractor shall be paid the rates as quoted in the Price Bid.
- [b] The rates quoted by the contractor shall be deemed to include all expenses whatsoever that the contractor may be required to incur for providing the services.
- [c] The GST as per applicable rates will be allowed as per the Government Rules/Notifications.

**4 SUB-CONTRACT:**

The contractor shall not without prior consent in writing of the IPR assign or sublet the contract or any part there-of. If he assigns or grants sub-contract to any person without obtaining prior consent of IPR, he shall be doing so at his own risk and that shall not relieve the contractor of any obligation, duty, or responsibility under the contract. In the case of sub-contracting, IPR shall in no manner whatsoever be held accountable and/or liable for the activities of the sub-contractor/ third party.

**5 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.

**6 TERMS & CONDITIONS RELATED TO LANDSCAPING MAINTENANCE WORK:**

**GENERAL TERMS & CONDITIONS:**

- i. The quantities mentioned in the schedule are tentative. 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 the Institute 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 the Institute 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 labors, 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 the Institute.
- 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. Contractor should keep the fully equipped first aid box handy at the site.
- viii. The 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 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 Institute decorum by himself and all the persons deployed by him.
- xi. In case the contractor abruptly stops the work with or without notice, the Institute 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 the Institute 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 the Institute.**

- 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.

## 7 QUANTITIES:

The quantities mentioned in the schedule are tentative. The bidders are requested to quote the rates after visiting our campuses, assessing the volume of work and site conditions. The contractor has to keep minimum following equipment / tools and tackles ready at site for maintenance work any time during the contract for IPR & FCIPT campuses.

Sr. No.	Description	Unit	Qty.
<b>For IPR campus</b>			
1	Lawn Mover Machine - Electric with grass collecting basket	No.	1.00
2	Garden pipe 1" hose Heavy duty for watering	Rft.	1500.00
3	Brass water Sprinklers with stand	No.	7.00
4	"Pavda" - Garden Spade	No.	10.00
5	"Tagara" - Ghamela	No.	10.00
6	"Kudali" - Hand Hoe	No.	12.00
7	"Tikam" - Pick Axe	No.	3.00
8	"Dharia" - Sickle with long hand	No.	2.00
9	"Dantali" - Metal Garden Rake	No.	5.00
10	"Sheval" - Shovel	No.	2.00
11	"Khurpi" - Garden Trowel	No.	15.00
12	"Kovado" - Axe	No.	2.00



13	"Datarda" - Edge Garden Sickle	No.	12.00
14	"Datarda" Heavy - Heavy Garden Sickle	No.	2.00
15	"Mahendi katar" - Garden Hedge shear	No.	3.00
16	"Gulab Katar" - Secateurs Gardening Scissor	No.	2.00
17	Tree branch cutter	No.	1.00
18	Hand operated Pesticide sprayer - 15 Litre capacity	No.	1.00
19	Electrical chain saw - wood cutter	No.	1.00
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.	1.00
21	Adjustable ladder for cutting pruning the tree or big shrubs - 10 feet height	No.	2.00

Sr. No.	Description	Unit	Qty.
<b>For FCIPT campus</b>			
1	Lawn Mover Machine - Electric with grass collecting basket	No.	1.00
2	Garden pipe 1" hose Heavy duty for watering	Rft.	500.00
3	Brass water Sprinklers with stand	No.	2.00

4	“Pavda” - Garden Spade	No.	2.00
5	“Tagara” - Ghamela	No.	2.00
6	“Kudali” - Hand Hoe	No.	2.00
7	“Tikam” - Pick Axe	No.	1.00
8	“Dharia” - Sickle with long hand	No.	1.00
9	“Dantali” - Metal Garden Rake	No.	1.00
10	“Sheval” - Shovel	No.	1.00
11	“Khurpi” - Garden Trowel	No.	3.00
12	“Kovado” - Axe	No.	1.00
13	“Datarda” - Edge Garden Sickle	No.	2.00
14	“Datarda” Heavy - Heavy Garden Sickle	No.	1.00
15	“Mahendi katar” - Garden Hedge shear	No.	1.00
16	“Gulab Katar” - Secateurs Gardening Scissor	No.	1.00
17	Tree branch cutter	No.	1.00
18	Hand operated Pesticide sprayer - 5 Litre capacity	No.	1.00
19	Electrical chain saw - wood cutter	No.	1.00
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.	1.00
21	Adjustable ladder for cutting pruning the tree or big shrubs - 10 feet height	No.	1.00

**8 GENERAL RESPONSIBILITIES OF THE CONTRACTOR AND OTHER TERMS:**

- 8.1** The contractor shall obtain necessary license and maintain necessary registers as required under statutory regulations.
- 8.2** The CONTRACTOR shall visit IPR whenever he is called upon to do so by the authorized officials of IPR.
- 8.3** 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.
- 8.4** 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.
- 8.5** The contractor shall not use the premises for any other activities except the purpose for which it has been provided.
- 8.6** The contractor shall have to make his own transport arrangement for his staff and material.
- 8.7** The contractor shall not assign or sublet, transfer or sub-contract the job awarded to them in favour of any other contractor or agency.
- 8.8** 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.
- 8.9** There shall be no employee - employer relationship between the persons deployed by the contractor and the Institute.
- 8.10** Within 15 days of the award of the contract/ LOI, the contractor will be required to register themselves as the contractor with the concerned authorities and shall produce one copy of the license to the Chief Administrative Officer.
- 8.11** The contractor shall provide required liveries such as uniforms, shoes, gloves etc. and other paraphernalia to his staff at his own cost.
- 8.12** The contractor shall be fully 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.

- 8.13** There shall not be any privity of contract between the Institute on one side & employees engaged by the contractor on the other side and the contractor alone should be responsible for all matters arising out of employees engaged by him. There would be no direct control / supervision of the Institute on the employees of the contractor.
- 8.14** The work should be carried out as per the instructions of Officer in charge. The contractor shall be required to ensure maintenance of Institute's decorum himself and by all the persons deployed by him.
- 8.15** In case the contractor abruptly stops the work with/without sufficient notice, the Institute 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 the Institute for making alternative arrangements, till appropriate arrangements are made through calling the quotations, besides forfeiture of security deposit.
- 8.16** 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.
- 8.17** 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.
- 8.18** 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.
- 8.19** 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.

- 8.20** The contractor would be required to arrange the screening/scrutiny of Landscaping personnel, which he intends to deploy at the Institute, 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 the Institute.
- 8.21** 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.
- 8.22** 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.
- 8.23** 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.
- 8.25** The institute reserves its right to change/alter any of the terms & conditions.
- 8.26** 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 Institute.
- 8.27** 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.
- 8.28** The contractor will be required to provide identity cards to his Landscaping Maintenance personnel under applicable labour laws.

## 9 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 fulfillment 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.

## 10 PENALTY IN CASE OF FAILURES OF CONTRACTOR:

In case of lapses, failures, repeated failures or lacunas noticed on the part of the Contractor, 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 Contractor. While all contractual conditions will be strictly enforced, penalties will be imposed for deficiencies in service as below.

Sr.No.	Deficiencies in Services	Penalty Amount/action
01	Non deployment of required personnel , per person per day	Double amount of minimum wages
02.	If area is not maintained as per scope	Double recovery amount for area not maintained per day basis as per rates quoted by contractor
03.	Non adherence to any of the clause mentioned in the tender document	₹ 1000/- to ₹ 10000/- as deemed fit by the CAO

## 11 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 the Institute.

## **12 THEFT/PILFERAGE:**

In case of if any of the contractors personnel engaged at the Institute are found guilty of any theft of any of the belongings of the institute, 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.

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

## **13 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.

## **14 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.



**15 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.

GST as applicable from time to time shall be paid extra on submission of documentary evidence of the payment, along with monthly bill(s).

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.

**16 EVALUATION CRITERIA:**

The price-bids of technically qualified parties shall be opened as per the date & time, which shall be notified separately. The total of prices quoted in Annexure I and Annexure II of the Price Bid Part II will be compared and the lowest offer will be the qualified party (L1).

**INSTITUTE FOR PLASMA RESEARCH  
BHAT, GANDHINAGAR- 382428**

**ANNEXURE- A**

(To be kept duly signed in Technical Bid)

**Bidder's Detail**

I.	Name of the company /proprietor/ partnership firm registered for this purpose under any Law/Act of India	
II.	Address (office) in Gandhinagar or Ahmedabad	
III	Telephone no:	
	Fax No.	
	Email ID	
	Round the Clock Emergency No.	
	Name of the Contact person Contact No.	
IV	PF Code No.	
	GST Registration No.	
	ESI Code No./	
	PAN/TAN Registration Certificate	
	Registration details with Labour Commissioner.	

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory with seal of the company: \_\_\_\_\_

**ANNEXURE -B**

(To be kept duly signed in Technical Bid)

**LIST OF PRESENT CLIENTS**

(Tenders not accompanied by this information & documents in support of the same may be summarily rejected)

<b>Sl. No.</b>	<b>Party's Name &amp; Address</b>	<b>Name of contact persons &amp; phone no.</b>	<b>No. of persons deployed</b>	<b>Period of contract</b>	<b>Contract value per month</b>	<b>Reason for termination/ discontinuation if any</b>

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory with seal of the company: \_\_\_\_\_

(To be kept duly signed in Technical Bid)

**LIST OF PAST CLIENTS**

(Tenders not accompanied by this information may be summarily rejected)

Sl. No.	Party's Name & Address	Name of contact persons & phone no.	No. of persons deployed	Period of contract	Contract value per month	Reason for termination if any

**DECLARATION**

1. The above facts are true to the best of my knowledge and I shall be held fully responsible for any wrong statement.
2. The information provided in the annexure is factually correct
3. I have read the Tender Notice No. \_\_\_\_\_ dated \_\_\_\_\_ and understood the terms and conditions.
4. I agree to abide the terms and conditions of the contract.

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory with seal of the company: \_\_\_\_\_