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http://dopr.gov.in



भाकृअनुप - भारतीय तेल ताड़ अनुसंधान संस्थान
ICAR-Indian Institute of Oil Palm Research
(An ISO 9001:2008 Certified Institute)
पेदवेगी--534 450, पश्चिमी गोदावरी जिला, आंध्र प्रदेश, भारत
Pedavegi-534 450, West Godavari District, Andhra Pradesh, India



TENDER DOCUMENT (Single Bid system)

NAME OF WORK: Maintenance of Lawn and Garden

Tender Enquiry No: 40/Farm works/2017-18

Tender published at Website:

<https://eprocure.gov.in>

<http://dopr.gov.in>

**CPPP Helpline No: 1800-3070-2232, 0120-4200462
0120- 4001002**



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Pedavegi-534 450, West Godavari District, Andhra Pradesh, India



E-TENDER NOTICE

F. No. 40/Farm Works/2017-18

Dt.15.12.2017

Sub: Tender for Job/Work contract for **"Maintenance of Lawn and Garden" at IIOPR, Pedavegi.**

1. The Director ICAR-Indian Institute of oil palm Research, IIOPR invites online **OPEN TENDER IN Single BID SYSTEM** through e-tendering method from reputed firms with adequate experience and financial capability for Job work/service contract for **"Maintenance of Lawn and Garden"** at ICAR-IIOPR. Eligible firms may submit tenders/bids online of CPP Portal (<http://eprocure.gov.in/eprocure/app>.) from **15.12.2017 to 10.01.2018** up to 4.00 p.m. Tenderers are required to submit all other documents online Except EMD to the **Director, IIOPR, Pedavegi** before tender closing date. Details can be obtained for www.dopr.gov.in .
2. The tender form/bid documents may be downloaded from the <https://eprocure.gov.in/eprocure/app> and our website www.dopr.gov.in. Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is mandatory. Manual/Offline bids shall not be accepted in any circumstances.
3. IIOPR will not be responsible for any delay in enrolment or submission of the offer/uploading the offer on above mentioned e-procurement portal for any reason whatsoever. Hence vendors are advised to register in the e-procurement website <https://eprocure.gov.in> & enrol their Digital Signature Certificate (Class – II or above) and upload their quotations well in advance to avoid last minute problems.
4. Any Corrigendum about extension of date in respect of above tender shall be issued on our website www.dopr.gov.in and website <https://eprocure.gov.in> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.
5. The Director, IIOPR, Pedavegi may at his/her discretion, extend the bid submission date and such extension shall be binding on Bidders.

6. The Director, IIOPR, Pedavegi-534 450 reserves the right to accept or reject any or all the quotations either in full or in parts without assigning any reason.
7. Link: eprocure.gov.in
8. **The rates quoted shall be valid for a period of one year from the last date fixed for submission of bid.**
9. Estimated cost is **Rs. 5.00 lakh** approximate per annum
10. **CRITICAL DATA SHEET (SECTION)**

| | |
|------------------------------------|---|
| Tender Number | 40/Farm works/2017-18 |
| Description of work | Tender for Job/Work contract for "Maintenance of Lawn and Garden" at IIOPR, Pedavegi-534 450 |
| Bid Submission Start Date and Time | 15.12.2017 at 4.00 p.m to onward |
| Bid submission End Date and Time | 10.01.2018 up to 4.00 p.m |
| Date and time of opening Tenders | 11.01.2018 at 4.00 p.m |
| Bid Validity | 365 days of bid opening |
| EMD | Rs.10,000/- (Rupees Five thousand only) in the form of Demand Draft in favour of Director, ICAR-IIOPR, payable at Eluru |
| EMD Validity | 45 days from the date of bid opening. The EMD should be submitted in sealed envelope super-scribed as EMD for JOB/WORK CONTRACT for "Maintenance of Lawn and Garden" at IIOPR, Pedavegi-534 450 |
| Security Deposit | 5% of the total contract value(Annually)shall be deposited in the form of Demand Draft in favour of Director, ICAR-IIOPR, payable at Eluru |
| Submission of Bid | Online bids uploaded in CPP Portal (http://eprocure.gov.in/eprocure/app.) for 15.12.2017 to 10.01.2018 up to 4.00 p.m. Hard copy of EMD must be submitted before closing date and time |
| Details of tender | Tender Documents and Notice in also available on IIOPR website (www.dopr.gov.in) |

11. Scope of proposed work and other requirements connected to the contract, including formats of the bids, terms and conditions of the contract etc., are enclosed to this Tender Invitation, as per the following details:

| | | |
|-----|--|--------------|
| 3.1 | Letter of Invitation | ANNEXURE –I |
| 3.2 | Scope of work | ANNEXURE- II |
| 3.3 | Instructions to Bidders | ANNEXURE-III |
| 3.4 | Check list for Bid Evaluation | ANNEXURE-IV |
| 3.5 | Certificate to be given as part of Bid | ANNEXURE-V |
| 3.6 | Financial Bid (BOQ) | ANNEXURE-VI |
| 3.7 | Draft Agreement | ANNEXURE-VII |

12. The entire tender document including all Annexures, except the Financial Bid in **Annexure –VI**, will be part of the Bid which also must contain the scanned copy of EMD document and all other requisite documents called for in the tender. All the documents are to be uploaded on CPP Portal (<http://eprocure.gov.in/eprocure/app>). Original EMD must be submitted to **Director, IIOPR, Pedavegi-534 450** before the last date of submission of Tender on CPP Portal. Special instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal can be downloaded from CPP Portal <http://eprocure.gov.in/eprocure/app>).

Yours faithfully,

Sd/-
(Sh. Nasir Hussain)
Asst. Admn. Officer
For on behalf of the Director

Note: All communications must be addressed to 'The Director', IIOPR, Pedavegi.

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE JOB WORK CONTRACT FOR PROVIDING "**MAINTENANCE OF LAWNS AND GARDEN**" AT IIOPR, PEDAVEGI

LETTER OF INVITATION

From:

*The Director
IIOPR, Pedavegi.*

To

Dear Tenderer/Sir (s),

Online bids are hereby invited on behalf of the Director, IIOPR, Pedavegi-6 for annual contract of PROVIDING JOB WORK/SERVICE CONTRACT FOR PROVIDING ALLIED SERVICES "**MAINTENANCE OF LAWNS AND GARDEN**" AT IIOPR, PEDAVEGI-534 450. The terms and conditions of the contract are detailed in the tender document. Please submit your offer if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached Annexures. Please **submit your financial bid online as well as all other documents before tender closing date.**

- 1.) An earnest money of **Rs. 10,000/- (Rupees ten Thousand only)** must be deposited in the form of demand draft in favour of Director, IIOPR, Pedavegi payable at Eluru. The particulars of the earnest money deposited must also be super-scribed on the top of the envelope by indicating the draft number and date, failing which the tenders will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders. The EMD shall be refunded to unsuccessful firm without paying any interest by the IIOPR.

- 2) The firm, after submitting tender, will not be permitted to withdraw their offer or modify the terms and conditions thereof. If the firm fails to observe and comply with the foregoing stipulation, EMD will be forfeited. In the event of the offer made by the firm not being accepted, the amount of EMD will be refunded, in the manner prescribed by the IIOPR.
- 3) Director, IIOPR reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Director IIOPR, for any justifiable reasons, not mandatory to be communicated to the Tenderer. His decision will be final for any aspect of the contract and binding on parties. Disputes arising, if any, on the contract will be settled at his level and will not be referred to arbitration.
- 4) Acceptance of the offer will be communicated by email/fax/letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the email/fax/letter should be acted upon immediately.
- 5) Essential documents required for evaluation of bids are detailed in **ANNEXURE IV.**

Yours faithfully,

Sd/-
(Nasir Hussain)
For and on behalf of the
Director
IIOPR, Pedavegi.

ANNEXURE-II

Scope of work:

1. The Director, IIOPR, Pedavegi requires services of reputed Firm/Agencies having nurseries and experience for provision of maintenance of Lawns and garden and landscaping work on contractual basis at IIOPR, Pedavegi.
2. (A) Details of works

| Sl.No | Name of the Work |
|--------------|---|
| 1 | Weeding in ornamental gardens at fortnight interval-area: 3000 m ² . |
| 2 | Mowing of lawn with lawn mower at monthly interval-area: 3000 m ² . |
| 3 | Trimming of hedges, topiaries and specimen plants in the gardens at monthly interval-2500 m ² area. |
| 4 | Pruning of dried branches and lower branches (twice/year),removal weeds in tree basins, scything of inter space in the fruit garden and backyard of the Main Office building at monthly interval-area:6000 m ² . |
| 5 | Preparation of potting mixture, potting and re-potting of 100plants and planting of 100 ornamental plants (approximate) per year. |
| 6 | Regular watering of potted plants, annuals, hanging pots, lawn wherein micro jets are not installed. |
| 7 | Maintenance of potted plants, preparation of cuttings and keeping cuttings for rooting. |
| 8 | Raising nursery for annuals-thrice/year and maintenance of flower beds. |
| 9 | Annual application of manure and chemicals fertilizers in gardens. |
| 10 | Need based application of pesticides in the gardens. |
| 11 | Sweeping and removal leaf litter at weekly interval in the gardens. |
| 12 | Cleaning in and around 5 shade net/poly houses in the campus-monthly interval. |
| 13 | Collection of dried branches of fruit trees, removed weeds, prunings of hedge plants and dumping of the same in composting pits at monthly interval. |
| 14 | Miscellaneous garden operations. |

(B) Operative terms and conditions (For locations at Annexure- II)

1. Regular trimming of grass in lawns using Lawn Mowers only, replacement/development of hedges and grass in the lawns etc. by engaging adequate number of skilled personnel. Lawn mowers or other gadgets shall be providing by IIOPR. The firm/Agency shall be the custodian of such equipment/instruments/machineries and shall deploy adequate numbers of trained personnel to operate these machineries. Electric/petrol and Hand Lawn mowers are recommended for use and the Firm/Agency/Contractor shall supply and maintain them at his own cost. Electricity will be supplied free of cost by the institute for use of above equipment wherever possible. Typical distance of cord for lawn mowers shall be up to 160m.
2. Water required for the job will be provided by IIOPR, Pedavegi at designated points. The contractor shall arrange pumping, supply and distribution etc. up to and within the required work-site.
3. The assets and articles provided by the Institute shall be property of the Institute and agency shall be merely the custodians of such assets and articles. On termination of contract, any such property shall be handed over to the Institute in good and intact condition.
4. The Agency shall assure that in the event of shortage of personnel on duty, the routine maintenance work shall be executed effectively by engaging substitute personnel or assigning overtime duties to other employees at his own cost and expenses.
5. Adequate personnel as necessary for effective execution of the job must be deployed by the firm/agency for six days a week throughout the year. The Agency/Firm will maintain the agreed deployment of well-trained gardeners and laborers throughout the year.
6. The Agency shall ensure that all personnel are imparted proper training at regular intervals.
7. Occasional trimming of branches that may cause damage to institute property or may cause obstacle in proper vision during driving (**with permission**). (This includes engagement of qualified and experienced gardeners & supervisors and procurement of fresh replacement materials.

N.B. : The price bid should be submitted on- line in the "BOQ format of Excel file" only as available in the Tender Notice in CPP Portal (<http://eprocure.gov.in>).

INSTRUCTIONS TO BIDDERS

1. The Bid uploaded on the portal must contain the scanned copy of EMD and all other requisite documents called for in the tender. Bid is to be uploaded on CPP Portal (www.eprocure.gov.in/eprocure/app). Special instructions to the Bidders for the e-submission of the bids online through this e-Procurement Portal can be downloaded from CPP Portal (www.eprocure.gov.in/eprocure/app).
2. No conditional bid will be accepted. The EMD will be refunded to the unsuccessful bidders as soon as practicable after a decision has been taken on the Tender and to the successful bidders after furnishing the required security deposit for the contract.
3. The tender must be in the prescribed formats only and shall be accompanied with all other necessary documents. The consolidated monthly amount to be charged has to be indicated in Indian Rupees both in words and figures (in the prescribed proforma of Financial Bid) and there shall be no correction or overtyping etc. The offers with any corrections/deviation in prices wither in words/figures shall be summarily ignored. The conditional offer (s) shall, in no case, be accepted.
4. The work shall be awarded to a single firm whose consolidated bid value is lowest meeting all scopes of work and fulfilling all the terms and conditions of the tender, with specific reference to the essential condition relating to the availability of requisites infrastructure/facilities and experience of similar nature.
5. The Director, IIOPR reserves the right to reject all or any of the quotations, and decision of the Director, IIOPR in the matter shall be final and binding.
6. The successful bidder shall have to deposit **5%** of the total bid amount (calculated annually) as performance security and within the time frame indicated by the IIOPR.
7. The tendering firm has to carefully assess the scope of work with specific reference to the inside and outside premises of the building and understand the details of the infrastructure/facilities requisitioned. The tenderer may, in their own interest, inspect the site i.e. inside of IIOPR, Pedavegi where the services are to be provided. For any clarification (s) as to the tender/scope of work or inspection of the premises, the prospective bidders may contact **Farm In charge, IIOPR, Pedavegi-534 450** with prior appointment on any working day between **9.30 a.m to 4.30 p.m.**

8. No interest on Security Deposit and earnest money deposit shall be paid by the IIOPR to the tenderer.
9. The firm is being permitted to give tenders in consideration of the stipulations on the his part that after submitting his tenders, he will not rescind from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the EMD will be forfeited by the Director, IIOPR. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him, in the manner prescribed by the Director, IIOPR.
10. The performance security shall be valid till all contractual obligations are fulfilled by the firm. The same shall stand forfeited in case of cancellation of the contract for any breach of contract or for any deficiency in the performance noticed during the currency of the contract.
11. The tenderer are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Person signing the tenders or other documents must ensure that he is an authorized person on behalf of the firm to do so. The person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the person so signing had no authority to do so, the IIOPR shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any should be signed by the tenderer.
12. Acceptance by the IIOPR will be communicated by FAX, email, Speed Post or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX, email/Speed Post letter etc. should be acted upon immediately.
13. Details of essential documents required for bid evaluation of bids are provided in **Annexure IV.**
14. The contract shall normally be awarded for a period of one year from the date of award or any shorter period that may be decided by the Director. The Contract will be strictly monitored as per Scope of work given in **Annexure II** in respect of minimum standard defined in the said Annexure. In case any shortcomings or deficiencies are noticed during the currency of contract period or any other contractual dispute, the contract can be terminated giving by giving one month notice. The decision of Director, IIOPR in this regard shall be final and binding.

15. The contract can be extended for further period of two more years on year to year basis subject to satisfactory performance of the firm.
16. If the contract is terminated on the grounds of glaring shortcomings or deficiencies during the currency of its tenure including extended tenure, if any, the IIOPR shall have all rights to make suitable alternative arrangements for a period of **45 days** from the date of such termination or till a new tender is finalized whichever is earlier and the difference in cost, if any will be borne by the agency/contractor.
- 17. The rates quoted by the Agency shall be fixed for the period of the contract and no request for any change/modification shall be entertained before expiry of the period of the contract.**
18. It is the obligation of the agency to follow the minimum wages issued by the appropriate Government under Minimum Wages Act, 1948. The IIOPR shall have no liability, financial or otherwise, for any harm/damage/injury caused to the manpower/machinery deployed by the firm in the course of performing work of this IIOPR. Neither the firm nor its workers shall have any claim on IIOPR for compensation or financial assistance on this account.
19. The firm shall be responsible for payment of wages, EPF and ESI and liability under Employees Compensation Act etc. directly to all the workers account maintained by EPFO & ESI as per prevailing Acts/orders of Govt. of India. If any dispute arises between the firm and its manpower in the matter of wages or any service conditions the same will be settled amongst the agency and the workers engaged by it themselves. The IIOPR in no case shall be a party to such dispute.
20. It shall be the responsibility of the firm to comply with all the provisions of Acts, statutory requirements and Government instructions. If any statutory provision of any statute is violated in general concerning the work force employed and in regard to welfare of the personnel engaged for the work in particulars, then the performance security will be confiscated and firm will be blacklisted.
21. The personnel deployed by the Agency 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 are deploying. The service provider will provide the duly filled police verification form of the personnel's to the IIOPR within **fifteen days of award of contract and the IIOPR will get them verified from the police authorities.** The Contractor will provide Name Address, Telephone No & Photographs of its employees deployed at IIOPR to the **Asst Admn Officer.**

- 22.** That no right, much less a legal right shall vest in the contractor workers to claim/have employment or otherwise seek absorption in the IIOPR nor the contractor workers shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the IIOPR. The worker will remain the employees of the Agency/Contractors and will be the sole responsibility of the Agency to make it clear to their worker before deputing on work at IIOPR. There is no Master and Servant relationship between the employees of the service provider and the IIOPR and further that the said personnel of the service provider shall not claim for any employment or absorption in the IIOPR by virtue of their engagement for this work.
- 23.** The service provider's personnel shall not claim any benefit/compensation /regularization /absorption of services from the IIOPR under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 etc. Undertaking from the persons to this effect shall be required to be submitted by the service provider to IIOPR.
- 24.** The service provider's personnel shall not divulge to any person any details of office, operation process, technical know-how, security arrangements, administrative and organizational matters as all of these are confidential in nature.
- 25.** The employees for the contractor shall be of good character and of sound. The service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of pan/Gutka, smoking using speakers for listening to music and loitering without any work. The workers should not be below the age of 18 years.
- 26.** The service provider shall replace immediately any of its personnel, if not unacceptable to the IIOPR because of security risk, incompetence, conflict of interests and breach of confidentiality or improper conduct upon receiving a written notice from any staff of the IIOPR.
- 27.** The damage caused, if any, to IIOPR property through the acts of the firm and/or by its workers shall be made good by the agency and decision of the IIOPR in this regard shall be final/binding. In case of any dereliction of duty, gross neglect and unintended damage caused by contractor or its staff or otherwise any harm done to the IIOPR, its properties, designated officials or other employees, the contractor shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceeding as well as pay penalty which the Director, IIOPR may deem fit.
- 28.** The firm shall be responsible for making timely payment of due wages to the workers employed, depositing of EPF with EPF through ECR and ESI contribution. A copy of ESI Challan and ECR indicating name of the workers with the EPF contribution will be submitted by the firm to the IIOPR, as proof. If any complaint is received with regard to these matters, the action will be taken against the firm and concerned authorities will be asked to take legal action against the firm. IIOPR will not at all be liable.

- 29.**The contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having jurisdiction or authority, which in any manner may affect their engaged or employed staff and anything related to carry out the work. All the rules & regulations & bye-laws laid down by the local bodies and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.
- 30.**The contractor shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover and as per various acts and laws governing the same.
- 31.**In the event of any loss being occasioned to the IIOPR on account of the negligence of the duty by the Agency/Contractor's employees, the Agency/Contractor shall make good the loss sustained to the IIOPR either by replacement or on payment by adequate compensation.
- 32.**The Agency/Contractor shall not appoint Sub-Contractor to carry out any obligation under the contract and under such case agreement will be declared as void and such act of contractor will be taken as breach of Contract and resultantly his Security Deposit shall be forfeited and contract shall be terminated.
- 33.**The agency is supposed to work on job contract basis and as such there will not be any separate payment for working on Saturdays, Sundays or other gazetted / national holidays etc. and the same is to be included in the monthly charge claim in the tender by the Contractor.
- 34.**Director, IIOPR reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the IIOPR for any justifiable reasons, not mandatory to the communicate to the tenderer.
- 35.**The Agency/Contractor shall abide by all laws of the land including Labour Laws, Company Act, tax deduction liabilities, Welfare measure of its employees and all other obligations in such cases and are not essentially enumerated and defined herein, whatsoever.
- 36.**The IIOPR reserves the right to ask and required the contractor to remove any person deployed by him without assigning any reason/notice.
- 37.**The Agency/Contractor shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency/Contractor is found misbehaving with the IIOPR staff or other staff of Agencies working in IIOPR Campus, IIOPR, Pedavegi-6, the Agency/Contractor shall immediately withdraw such employees forthwith at their own risk and responsibility. The Agency shall issue necessary instructions to its employees to act upon the instruction given by the supervisory staff of the IIOPR.

38. Any dispute arising out of and in relation to this agreement shall be referred to the Director, IIOPR. His decision will be binding on the contractor.

39. **The duration of the contract shall be initially for one year and extendable up to maximum two years on same rate, terms & conditions if the performance of agency is found satisfactory.** The contract can be terminated even earlier by giving two months prior notice by either party in writing on account of any of the following reasons:

- i) On account of unsatisfactory performance
- ii) Breach of contract clauses(s)
- iii) Persistently neglecting to carry out his obligations under the contract

40. The contractor shall have no claim to compensation for any loss sustained by him by reasons of having employed personnel or purchased machines and material for the work.

41. All the consumables, repair and maintenance etc. required for carrying out the work shall be arranged by the agency itself and no extra payment on this account shall be made to the Agency/Contractor.

Yours faithfully,

(Nasir Hussain)
For and on behalf of the Director
IIOPR, Pedavegi

**TENDERS FOR THE CONTRACT FOR JOB WORKS/SERVICE CONTRACT FOR
"MAINTENANCE OF VARIOUS OF LAWNS AND GARDEN" AT IIOPR, PEDAVEGI-6.**

| | | |
|--|---|--|
| Full Name & Address of the Tenderer in addition of Post/Box No., if any, should be quoted in all communications to this Office | : | |
| Telephone No. | : | |
| Telegraphic Address/FAX/Cellular No. | : | |
| E-Mail address | : | |

From:

To

The Director,
IIOPR, Pedavegi

I/we have read all the particulars regarding the General information and other terms and conditions of the contract for THE JOB WORK/SERVICE CONTRACT FOR **"MAINTENANCE OF LAWNS AND GARDEN" AT IIOPR, PEDAVEGI- 534 450** and agree to provide the services as details in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this Tender and I/we agree to hold this offer open till 90 days. **The rates quoted will be valid for a period of one year in the event of award of the Contract.** I/We shall be bound by a communication acceptance dispatched within the prescribed time.

- 2) I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
- 3) The following pages have been added to and form a part of this Tender for the contract for Job Works/Service contract for **"MAINTENANCE OF LAWNS AND GARDEN"** at IIOPR, Pedavegi-534 450. The Schedule I & II to accompany this Tender are at pages_____
- 4) Every page so attached with this Tender bears my Signature and the office seal.
- 5) Demand Draft No_____ of **Rs.**_____ drawn in favour of the Director, ICAR-IIOPR, Pedavegi-534 450 and payable at Eluru is enclosed as earnest money required.

Witness: _____

Address: _____

Occupation: _____

Signature of witness to contractor's signature

Address:

Name & Signature of witness:

Address:

Signature & Seal of the Tenderer

Telephone No. (Office):

Telephone No. (Resi.):

Mobile No.:

ANNEXURE IV
SCHEDULE - I

CHECK LIST FOR BID EVALUATION

| SI.No. | Document required | Upload the scanned copy |
|---------------|--|--------------------------------|
| a. | Registration certificate of the firm under the work contract of the central Govt. / State govt. | Pdf |
| b. | EPF registration certificate issued by local govt. etc., | Pdf |
| c. | ESI registration certificate issued by local govt. etc., | Pdf |
| d. | The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act. 1970. The Contractor shall obtain the labour license under this Act. | Pdf |
| e. | Goods & Service Tax registration certificate issued by Govt. | Pdf |
| f. | Copy of EMD of Rs. 10,000/- | Pdf |
| g. | Price bid | Excel |

NOTE:

1. The IIOPR will pay the bill inclusive the Goods and Service Tax and the contractor will deposit the service tax and furnish proof of deposit to IIOPR every month.
2. Photocopies of all necessary documents duly self-attested must be attached for the purpose of Evaluation.
3. The contractor will have to make payment for 2 consecutive months, even without receiving payment from IIOPR.
4. Successful Tenderer will have to enter into a detailed contract agreement with ICAR -IIOPR on non-judicial stamp paper of **Rs.100/-** (Rupees One hundred only).

SIGNATURE OF THE TENDERER WITH STAMP

SCHEDULE-II**SCHEDULE TO TENDERS:**

| | | | |
|----|--|---|--|
| a) | Name of the Firm/Agency | : | |
| b) | Full address with Post Box No. e-mail and Telephone No. if any. | : | |
| c) | Constitution of the Firm/Agency(Attached copy) : Indian Companies Act,1956,Indian Partnership Act.1932(please give names of partners) Any other Act, if not the owners | | |
| d) | For Partnership firms whether registered under the : Indian partnership Act-1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender. | | |
| | (i) If answer to the above is in negative whether : there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration. | | |
| | (ii) If the answer to above is in point one and two : the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partners. | | |
| e) | Name and full Address of your Bankers | : | |
| f) | Your permanent Income Tax No/Circle/Ward | : | |
| g) | Any other relevant information | : | |

Date:

Place:

AUTHORISED SIGNATORY

ANNEXURE-V

(CERTIFICATE TO BE GIVEN ON LETER HEAD AS PART OF BID)

To

The Director
ICAR-Indian Institue of Oil Palm Research
Pedavegi – 534450

Sir,

It is confirmed that I/we have fully understood in the scope of work and all other requirements for job work/service contract for **"MAINTENANCE OF LAWNS AND GARDEN" AT IIOPR, PEDAVEGI-534 450.**

1. I/ We have understood the total quantum of work by going through the tender document and/by visiting the campuses (both at IIOPR). I/We gathered all information needed to understand the requirement of this service contract as per the given details in the prescribed Annexures of the Tender documents.
2. I/We have hereby agree to the Terms and Conditions of the Contract as detailed in the tender documents and if given an opportunity to provide services, then agree to execute an agreement as per prescribed proforma given in **Annexure VII.**
3. I/We undertake that the documents enclosed herewith are genuine and no material/facts have been concealed or suppressed.
4. I/We undertake that there are not any legal suit/criminal case pending against our firm for violation of Minimum wages Act or other laws. And there is no criminal/legal suit pending or contemplated against us.
5. I/We are not blacklisted by any Government organization in the field of job work/service contract for **"MAINTENANCE OF LAWNS AND GARDEN" AT IIOPR PEDAVEGI-534 450.**
6. We also understand that the contract is liable to be cancelled if found to be obtained through fraudulent means or by concealment of information/facts.

This offer is made to be valid for acceptance by IIOPR within **365 days** from the date of opening of the bid.

(Signature of authorized representative of the firm)
Stamp/Seal of the firm

ANNEXURE -VIII

Details of the Minimum 03 year experience/work done:

| Sl. No. | Name of the Deptt. / Organization & Name of contract person with phone No. | Period | | No. of staff deployed | Remarks |
|---------|--|--------|----|-----------------------|---------|
| | | From | To | | |
| | | | | | |
| | | | | | |
| | | | | | |

JOB WORK/ SERVICE CONTRACT FOR “MAINTENANCE OF LAWNS AND GARDEN” AT IIOPR, PEDAVEGI-534 450.

DRAFT SPECIMEN AGREEMENT

This agreement is made at PEDAVEGI on (Date.....), 2017 between (firm name) and Director, IIOPR, Pedavegi which terms shall include its successors, assignees etc. on the first part and (name & address of the firm), hereinafter called the Firm) which terms shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the Director, IIOPR invited open tender from reputed firms with experience & financial capability for providing job work/service contract for **“MAINTENANCE OF LAWNS AND GARDEN” AT IIOPR, PEDAVEGI-534 450**. And whereas the Director, IIOPR has decided to assign the job work/service contract for **“MAINTENANCE OF LAWNS AND GARDEN AT IIOPR CAMPUS” IIOPR, PEDAVEGI** to Firm M/s. on the terms and condition hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. This agreement shall come into force w.e.f. (date) and will remain in force for a period for one year but can be terminated by Director, IIOPR by giving one calendar month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms.
2. The contract will be initially for a period of one year extendable for a further period of two years (total three year) on year to year basis, subject to satisfactory performance of the firm and its willingness to continue on mutually agreed terms. The firm shall be responsible for job/service contract for **“MAINTENANCE OF LAWNS AND GARDEN” AT IIOPR, PEDAVEGI**.
3. The firm will provide full particulars of every worker deployed by it for providing the services.
4. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the IIOPR shall have no liability on this account in any manner.

5. That the firm shall ensure that all persons deployed at IIOPR, Pedavegi are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The Director, IIOPR, Pedavegi or duly authorized officer in this behalf shall have the right to ask for the removal from the IIOPR, Pedavegi-6 any personnel considered by the Council to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the IIOPR.
7. The manpower deployed by the firm should work as per the scope defined at **Annexure II** of the tender document. No extra wages will be paid for weekends and holidays.
8. Monthly consolidated charges for Rs.....
(Rupees..... only) for the job work/service contract for **"MAINTENANCE OF VARIOUS LAWNS AND GARDEN" AT IIOPR, PEDAVEGI-6..** This payment includes all statutory payment/charges such as ESI and EPF and other charges. Govt. Taxes are extra as per government notification.
9. The manpower deployed by the firm shall render the services on job contract basis on all days of the month as per the work specified in **Annexure II**. There will be no separate payment for three national Holidays i.e. Republic Days, Independence Day and Gandhi Jayanti and the same is to be included in the monthly charge claim in the tender by the Contractor.
10. The firm shall be responsible for making timely payment of due wages to the workers employed depositing of EPF with EPF through ECR and ESI contribution. Any complaint is received with regard to these matters, the action will be taken against the firm and concerned authorities will be asked to take legal action against the firm.
- 11. The firm will raise a bill of this amount of 1st working day of every month and the payment released by the IIOPR through online subject to satisfactory performance of contracted job/work/services**
12. The deduction of income tax (TDS) from the bills of the firm will be made at source as per rates applicable from time to time.
13. In case of dispute between the parties, the matter shall be referred to Director, IIOPR, Pedavegi. The decision of the Director, IIOPR shall be final and binding in any respect of any dispute between the parties.
14. In case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the Director, IIOPR shall have power to terminate the contract.

15. The firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. Viz obligations under Contract Labour (Regulation & Abolition) Act, 1970, Workmen's Compensation Act, E.P.F. & M.P. Act, and ESI Act etc. Firm agrees to indemnify and keep indemnified the IIOPR on account of any failure to comply with the obligations under various laws or damage to IIOPR, Campus, IIOPR, Pedavegi-6 due to acts/omissions of firm. Minimum wages shall be paid to the workers by the firm at the rate fixed by Chief Labour Commissioner (Central) from time to time and as per the minimum wages Act. The firm shall also pay all such benefits to its employees as envisaged under various Acts and laws like ESIC Act, EPF & MP Act. Payment of Bonus Act, Taxes etc. The firm shall also ensure compliance of all laws applicable and / or to be made applicable and IIOPR shall not be liable for the same and the firm indemnifies IIOPR in all respects thereof. The firm shall provide an undertaking as every month for compliance of the provision of Contract Labour/Rule and other Law applicable along with the monthly bill.
16. It is also agreed that under no circumstances, the volunteers and employees/workmen of the firm shall be treated, regarded or considered or deemed to be treated as the employees of the IIOPR and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the IIOPR, against any claim that it may have to meet towards the employees/workmen of the Firm. Firm's employees/workmen shall have no claim to absorption/regularization and financial benefits etc. that are admissible to regular employees in the office of IIOPR.
17. In case of any loss or damage to the property of the IIOPR which is attributable to the firm, the full damages will be recovered from the firm.
18. The firm shall not transfer its right of work or sub-contract to anyone else.
19. The firm or its workers shall not misuse the premises for any purpose other than for which contract is awarded.
20. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligently and honestly. Any misconduct/misbehavior on the part of the manpower deployed by the firm will not be tolerated and such person(s) will have to be replaced immediately.
21. In case of any accident/loss of life of the workers during discharging duties, if any compensation is awarded, the same shall be borne by the firm.
22. The firm shall provide a coordinator for immediate interaction with the IIOPR.

23. The terms and conditions as stipulated in the tender documents shall be part of this agreement.

24. PENALTY CLAUSE: liquidated damages clause:

- a.** That an amount equivalent to one day of contract amount will be levied as liquidated damages per day whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the Firm by IOPR, Pedavegi-753006 (Institute) and if no action is taken within a reasonable amount of time, liquidated damages clauses will be invoked.
- b.** Any misconduct/misbehavior on the part of the manpower deployed by the Firm will not be tolerated and such person will have to be replaced immediately.
- c.** If the required number of workers/supervisor are less than the minimum required as a penalty of Rs. 500/- per worker per day will be deducted from the bill. The decision of the Director, IOPR, Pedavegi-753006 shall be final and binding on the agency/firm in respect of any clauses covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

Name & Signature of Witness 1 :
Address:

Authorized Signatory
on behalf of the firm

Name & Signature of Witness 2 :
Address:

(Authorized Signatory)
Asst. Admn. Officer
For and on behalf of the Director,
IOPR, Pedavegi - 534450