

TENDER DOCUMENT

**TENDER FOR DEVELOPMENT OF LAWNS AND MAINTENANCE
OF GARDEN/LAWNS
AT NCAOR, HEADLAND SADA, GOA.**



राष्ट्रीय अंटार्कटिक एवं समुद्री अनुसंधान केन्द्र
National Centre For Antarctic and Ocean Research
हेडलैंड सडा, वास्को डा गामा
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Headland Sada, Vasco-da-Gama, Goa
NOTICE INVITING TENDER

ADVT. NO. NCAOR/35/17

National Centre for Antarctic and Ocean Research, Goa invites sealed tender for **“Development of lawns and maintenance of garden/lawns of NCAOR”**. Interested bidders can download the tender documents from web site <http://www.ncaor.gov.in> and Central Public Procurement portal <http://eprocure/epublish.gov.in>. Last date of submission of bid is 28/06/2017 at 17.00 Hrs.

(Administrative Officer, NCAOR)

Sealed tender under single bid system are invited on turnkey basis for Development of lawns and maintenance of garden/lawns of NCAOR, Headland Sada, Goa-403804. The details of the tender are given below:

Tender closing and Opening Date and Time

Services.	Development of lawns and maintenance of garden/lawns of NCAOR Headland Sada, Goa-403804.
Adv No.	NCAOR/35/17
Division	Administration Section, NCAOR.
Cost of Tender document	Rs. 500/-
Amount of EMD	Bid should be accompanied with a sum of Rs.30,000/- towards EMD in the form of DD drawn in favour of Director, NCAOR payable at Goa.
Period of sale of Tender Document at Administration Section. NCAOR.	From 05/06/2017 to 28/06/2017 (9:00 TO 17:00 HRS)
Closing Date and Time for Tender Submission.	28/06/2017 at 17:00 Hrs
Date and time of Opening Tender	30/06/2017 at 11:00 Hrs
Bid Validity up to	90 days from the date of opening bid.

TERMS and CONDITIONS

1. The tender document containing detail scope of work, terms and conditions of the contract, etc., can be obtained from the Administration Section, National Centre for Antarctic and Ocean Research (NCAOR), Goa-403804 on submission of non-refundable DD of Rs. 500/- (five hundred only) drawn in favour of Director, NCAOR payable at Goa during office hours from **05/06/2017 to 28/06/2017** (9:00 to 17:00 hrs).

2. The tender document can also be downloaded from NCAOR's web site www.ncaor.gov.in and submitted along with cost of the tender document in the form of DD for Rs. 500 drawn in favour of "Director, NCAOR" payable at Goa towards the cost of the tender document. The tenders submitted without the cost of tender form shall be rejected.

3. ELIGIBILITY CRITERIA:- Bidders should meet the following eligibility criteria to qualify the tender:-

(a) The bidder should have executed minimum Rs. 3.00 (three) lakhs single contract of mechanical lawn development or maintenance of garden/lawn services during last 3 (three) years ending 31st March 2017 in Govt./ PSU/ Govt. Autonomous Bodies /Reputed Organisations. Copy of work order in support of the same should be enclosed alongwith the tender as per the format given in Annexure I.

(b) The bidder should be registered under EPF Act, 1952 and ESI Act. Copy of registration certificate of EPF and ESI should be attached with the tender.

4. PERIOD OF CONTRACT:- Initially for period for one year **(from August, 2017 to July, 2018)** including monsoon period. Extendable for two more years on yearly basis with same rate, terms and conditions on satisfactory performance assessed by NCAOR.

SCOPE OF WORKS

A. FOR DEVELOPMENT OF GARDEN/LAWN WITH SOIL: TOTAL AREA 950 SQ. MTR

- (i) Development of the lawn should commence from the month of **August, 2017**.
- (ii) Supply of good quality garden soil free from debris and roots with normal pH range as per requirement for development of garden/Lawns. While developing the area it should be ensured that the thickness of the soil spreading should not be less than 4 inches from the existing surface of the ground. Administrative officer's inspection report should be obtained towards spreading of garden soil before laying the Mexican Grass.
- (iii) Development of lawns by using Mexican grass turf at the location marked by NCAOR including preparation of soil like digging and applying at least 100 kgs of cow dung and 50 Kgs manures in the beginning of development.
- (iv) The newly developed lawn should be maintained for minimum 4 months from the date of laying of Mexican grass turf within the quoted price for development of Garden/lawn with soil. During the maintenance period the contractor should apply the following on monthly basis:-
 - a) Manures 25 Kgs/month;
 - b) Fertilizers: Urea 12 Kgs and Suphala or equivalent 13 Kgs in total 25 Kgs/month;
 - c) Cow dung 50Kgs/month;
 - d) Insecticides, fungicides and other pesticides as per requirement.
- (v) The supply report of the above has to be provided to Administrative Officer after getting the security check-in.
- (vi) During first four months of the development of Garden/Lawns any loss of grass etc to be replaced within five days without any extra cost.
- (vii) NCAOR shall give 30 days prior notice to develop the above quantity of Garden/Lawns during the contract period and the service provider should complete the development of Garden/Lawns in entirety within 30 days from the date of notice.
- (viii) **Separate required labour force should be deployed and the already engaged labour for routine maintenance work at NCAOR should not be used for above work.**
- (ix) The quantity may vary, however, for the increased quantity, if any, contractor shall be paid pro rata as per the actual area.

B. EXCAVATING AND LAYING OF SINGLE CEMENT BRICK (SIZE 300X200X150 MM)

BOUNDARY WITH MORTAR FOR THE GARDEN/LAWN DEVELOPED AREA: TOTAL AREA 120 MTR:

- i) For the above laying of cement brick boundary in the notified area the NCAOR shall give 15 days notice during the contract period and the service provider should complete the laying cement brick boundary in entirety within 20 days from the date of notice.
- ii) **Separate required labour force should be deployed and the already engaged labour for routine maintenance work at NCAOR should not be used for above work.**
- iii) The quantity may vary, however, for the increased quantity, if any, contractor shall be paid pro rata as per the actual area.

II. MAINTENANCE OF GARDEN/LAWN, HEDGES PLOTTED PLANT WITH DEPLOYMENT OF MINIMUM DAILY MAN POWER. A:-TOTAL AREA OF 10160 SQMT OF DEVELOPED LAWN and B:-. PLOTTED PLANT - 420 Nos including weeding, gap filling, grass cutting with Khurpi/ sickle, moving with the help of mover, rolling, irrigation, fertilizer, manure and pesticide application, inter-culture, soil/manure filling etc.

A. MAINTENANCE OF GARDEN/LAWNS AND HEDGES FOR ALREADY DEVELOPED AREA OF 10160 SQMT WITH DEPLOYMENT MINIMUM DAILY MAN POWER INCLUDING WEEDING, GAP FILLING, GRASS CUTTING WITH KHURPI/ SICKLE, MOVING WITH THE HELP OF MOVER, ROLLING, IRRIGATION, FERTILIZER, MANURE AND PESTICIDE APPLICATION, INTER-CULTURE, SOIL/MANURE FILLING ETC. and THE SERVICE PROVIDER IS REQUIRED TO DO THE FOLLOWING:

- (i) Watering the lawns/garden before 11.00 am and after 4.00 pm through adjustable sprinkler system covering small as well as larger area of garden as required.
- (ii) Every alternate days watering of pathway hedges, hedges of garden and for existing plants around the garden/lawn and pathway in the range of 5 mtr.
- (iii) Water required for carrying out the work will be supplied by NCAOR through the existing water supply network. Required pipes and adjustable sprinkler to be assessed and provided by the service provider.
- (iv) Weekly weeding, cleaning and removing dry leaves from the garden/lawns.
- (v) Protection against and control of insects, pests and diseases by spraying insecticides, fungicides etc. once in every month.
- (vi) Weeding and Mowing of lawns by using Mechanical Lawn Mower regularly (not exceeding 15 days) and as per the instructions of the designated officers of NCAOR to maintain the grass height not exceeding two inches from ground, so as not to allow grass to grow wild.
- (v) Maintenance of garden fountain tank. Removing water and clean the fountain tank every 15 days. Maintaining the motor placed in the fountain tank. For any mechanical problem in the motor, the same shall be repaired by the contractor and

NCAOR will bear the repairing cost for the same.

- (vi) Trimming and replacing spoiled patches of lawns with fresh grass of same nature.
- (vii) Trimming of tree branches within the campus of NCAOR **at least twice a year or as required or as per instructions of designated Officer of NCAOR.**
- (viii) Plucking of coconuts from the coconut trees & other fruits and handover to Administrative Officer.
- (ix) Digging and Planting of hedges from the already developed hedges stalk in rainy season for 800 rmt.
- (x) Cleaning and cutting of hedges and shrubs regularly (not exceeding 15 days) **and as per the instructions of the designated officers of NCAOR** to maintain the required height from ground, so as not to allow hedges shrubs to grow wild.
- (xi) Hoeing operation of shrubs and hedge plants once in a month to loosen the soil.
- (xii) Top dressing of Garden/lawns with the help of one heavy and one light manuring after four times cuttings alternatively for maintenance of grass in green condition.
- (xiii) The trimmed hedge and shrubs from the garden/Lawn area as well pathways should be removed by brooming and disposed at the place identified by NCAOR within the campus immediately on the same day.
- (xiv) Surrounding five mtr area of the NCAOR buildings and quarters and all the pathways should be cleaned by removing wild growth and grass by using bush cutter to the ground level for **every 10 days and as per the instructions of the designated officers of NCAOR.**
- (xv) Within three months of award of contract potted soil to be replaced with new soil by mixing cow dung and manure. NCAOR shall supply the required soil, cow dung and manure.
- (xvi) The successful bidder should provide the minimum maintenance equipments as listed in ANNEXURE-II of the tender to execute the maintenance work effectively within 10 days of award order.
- (xvii) **From June-September the following should be applied by mixing for lawns/garden and hedges. The contractor shall provide separate quotation for the mentioned period (provision for separate quotation provided in the tender document):**
 - a) Manures 70 Kg per month
 - b) Fertilizers Urea 30 Kgs per month
 - c) Suphala or equivalent 30 Kgs per month
 - d) Cow dung 85 kgs per month
- (xviii) The supply report of the above has to be provided to Administrative Officer after getting the security checks.
- (xix) The service provider should assess and deploy required man power to satisfactorily

complete the above scope of daily maintenance work. The below indicated minimum manpower for daily maintenance work should be deployed everyday from 9.00 hrs to 13.00 hrs and 14.00hrs to 18.00hrs except on Sundays. The age of the deployed person should not be more than 45 years. To substantiate the age of the deployed personnel the age proof like date of birth certificate/SSC certificate/Adhar Card/Pan Card etc to be produced to Admn In-charge before deploying the personnel at NCAOR.

SI No.	Name of the Post	Type of post and number	Total Nos
1	Mali Cum Supervisor having two years gardening experience	Skilled (1)	1
2	Garden Worker	Skilled (Male) (4) Unskilled (3)	7
Total			8

- (xx) All the above work force should physically work for all the maintenance work including lawn mower, bush cutter etc. The operation work should be carried out among the deployed personnel as per scope of work. Skilled Deployed personnel should have experience in operation of Lawn mower, bush cutter etc.
- (xxi) In case the contractor deploys less number of manpower than above minimum work force in any day, recovery shall be made @ 1.5 times the prescribed minimum wages for such workers in force at the time of award of work from monthly bill.
- (xxii) The contractor within 10 days from the award of contract should notify to Administrative Officer the list of the labours deployed for work at NCAOR with age proof. The contractor should also inform in writing about the change in the employment of any of his staff members, at least 3 days in advance before the date of deployment in the campus.
- (xxiii) The Contractor shall maintain the Minimum Wage Rules set by the Ministry of Labour, GOI and Government of Goa (whichever is higher). The Contractor will make payment to his staff engaged in the NCAOR as per the minimum wage rates for these categories, as specified from time to time by the Labour commissioner (State) and follow the Contract Labour Act, 1970 and Rules 1971 in this respect.
- (xxiv) The Contractor shall be responsible for fulfilling the requirements of all the statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Gratuity Act, Contract Labour Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him and keep the NCAOR indemnified of any action brought against it for any violation/non-compliance of any of the provisions of any of the acts etc. The Contractor will abide by all the rules and regulations of labour laws and rules framed there under and maintain all the Registers required under the above mentioned rules and regulations and the NCAOR and its authorized representative shall be entitled to inspect all such records at any time. The copies of all the relevant payments made to fulfil all the statutory requirement should be provided to NCAOR on monthly basis.

(xxv) **The Contractor shall pay wages directly to the workman latest by the 07th of the every month without fail. The Contractor shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.**

(xxvi) **The Contractor shall at his own expense, take workmen Compensation Insurance and he shall also obtain from his underwriter of such insurance a waiver of subrogation in favour of the NCAOR. The Contractor shall further at his own expense, register claims and pursue realization of all insurance claims. He shall produce proof of such insurance within a reasonable time from the date of issue of letter of acceptance of tender.**

(xxvii) The EPF and ESI Nos. allotted to the deployed workers to be provided in the following format. Photo identification card certified by the contractor to be provided to the workers deployed indicating their EPF Nos., ESI Nos. etc and copy of the same to be attached to list being submitted to NCAOR:-

Name of the Post	Name of Employees	Age	Address	Type of Post	EPF and ESI No
Mali Cum Supervisor				skilled	
Garden Worker				skilled	
Garden Worker				Unskilled	

(xxviii) The quantity (area of garden/lawn) may vary, however, for the increased quantity, if any, pro-rata rate will be applied. |In that case of every 500- 1000 Sqmt. Increase one additional skilled garden worker (male) to be engaged from the date of increase as minimum labour.

(xxix) For the newly developed area of Garden/Lawn during the period of contract, the maintenance charges should be paid on pro-rata agreed rate of II A after laps of 4 months of maintenance as per scopes of work IA and IB. One additional skilled garden worker (male) to be engaged from the date of laps of four months of maintenance of developed garden as minimum labour.

(xxx) Payment for maintenance will be made only after completion of monthly maintenance of work as per above scope of work and just deployment of minimum labour does not construe for the liability of release of payment.

B. MAINTENANCE OF POTTED PLANTS: Total Qty 420 Nos

(i) Alternate day watering of plants inside and outside the buildings.

(ii) Monthly application of manures and fertilizers, spraying of insecticides and pesticides, weeding, and cleaning of dry leaves, pruning and light digging of soil.

(iii) Weekly rotation of plants inside and outside the buildings and positioning rest of the potted plants at plant yard.

(iv) The pots and plants will be supplied by NCAOR; the planting would be the responsibility of the service provider.

- (v) Within three months of award of contract potted soil to be replaced with new soil by mixing cow dung and manure. The quantity may vary, however, for the increased quantity, if any, pro-rata rate will be applied.
- (vi) Payment for maintenance will be made only after completion of monthly maintenance of work as per above scope of work and just deployment of minimum labour does not construe for the liability of release of payment.

III. MAINTENANCE OF THE OPEN AREA WITHIN THE NCAOR CAMPUS: TOTAL AREA- 70000 SQMT (minimum twice in a year)

- (i) Wild growth, shrubs bushes, wild vegetation **TWICE IN A YEAR and as per the instructions of the designated officers of NCAOR** of the entire area cutting as specified to 06 inches height level from ground and dispose at the place identified by NCAOR within the campus in a proper manner.
- (ii) The first cutting should start from **1st of August** of the Calendar year and should be completed within 20 days. The second cutting should start on **1st of October** of the Calendar year and should be completed within 20 days.
- (iii) The service provider should engage minimum 05 working bush cutter every day for 8 hours to complete the above work and required labour to dispose the grass. The disposal of grass should be done on alternative days and the entire work should be completed within 25 days.
- (iv) **The already engaged labour for routine maintenance work at NCAOR should not be used for above work.**
- (v) NCAOR may decide any further requirement of cutting during the contract period on payment of pro rata basis.
- (vi) The quantity may vary, however, for the increased quantity, if any, pro-rata rate will be applied.

PAYMENT TERMS:-

1. No advance payment will be made for any work at any stage of the completion of work.
2. 70% of the payment for development of garden/lawn with soil as detailed at price bid item No. III A scope of work clause No I A for the actual quantity executed work will be made on completion of development of lawn in entirety within 20 days on submission of bill in duplicate. Balance 30% will be made on satisfactory completion of maintenance of above developed lawn within 20 days on submission of bill in duplicate.
3. 100% of the payment for (i) excavating and laying of single cement brick (size 300x200x150 mm) boundary as detailed at price bid item no. III of B and for total scope of work clause no. I B and (ii) for maintenance of the open area within the NCAOR campus as detailed at price bid item no. IV and scope of work clause no III will be made after

satisfactory completion of the entire work within 20 days on submission of bill in duplicate.

4. Payment due to the Contractor shall be raised by the Contractor to the NCAOR by the 10th day of every month. Payment is to be made on the basis of actual attendance of the labourers. However, the final payment shall be made to the Contractor within 10 days of the submission of bill after completion of all the obligations under the contract.
5. 100% of the payment on monthly basis will be made within 20 days on submission of bill in duplicate for maintenance of garden/lawns and hedges for already developed area as detailed at price bid item no. I & II and for scope of work clause no II A and B after satisfactory completion of the entire work.
6. **Payments of bill shall be released only if it is accompanied by the proof of the following:**
 - i. **Certified Attendance Sheet;**
 - ii. **Receipted payment of wage sheet of engaged labour for the preceding month with document (copy of bank passbook of engaged labour) having monthly wage amount credited to individual engaged labourer bank account.**
 - iii. **Entry challan of gardening materials used and the bill thereof. Any short fall in the supply of mentioned quantity in the tender the amount thereof will be deducted from the respective monthly bill after ascertaining market rate.**
 - iv. **The contractor shall provide verifiable proof that EPF and ESI has been deposited in respect of particular workers, working under the Contractor who are working in NCAOR along with the EPF and ESI number issued by concerned authorities.**
7. The statutory deductions like TDS, Service Tax etc., recovery of balance security deposit and penalty as per penalty clause, if any, will be made from the payment of bills as applicable.
8. Proportionate amount will deducted if the contractor fails to comply with any responsibilities under the contract.
9. If the maintenance is not carried out satisfactorily for the gardens/lawn or if the labourers are not following the instructions of NCAOR official, then the proportionate deduction in the rate will be effected in the bill for non –maintenance of garden/lawn, further remedial action including reduction of payment on pro-rata basis shall be taken from contractor's running account bills. If same is continued the contract shall be liable for termination.
10. In case the contractor fails in fulfilling the obligations fully and in time the Administration Officer shall have the absolute right to take up the work at the contractor's risk and recover any such expenses from the amount due to the contractor including security deposits.

PENALTY CLAUSE: -

1. **FOR MAINTENANCE OF GARDEN/LAWN, HEDGES PLOTTED PLANT:-** 20 % of the monthly maintenance contract amount will be deducted as penalty for any of the following default during the execution of the contract:-
 - a. Fails to provide two nos of working electrical lawn mower with high capacity collection bag for not more than 7 days in a calendar month.
 - b. Fails to provide a working bush cutter for not more than 7 days in a calendar month.
 - c. Fails to deposit the PF and ESI and payment of minimum wages as per labour Act for all the deployed maintenance personnel at NCAOR for any calendar month within first 15 days of the following month.
 - d. Fails to execute any work detailed in the scope of work point II. A and B in calendar month.
 - e. Fail to supply garden material on monthly basis like cow dung, urea, suphala/any other mixed fertilizer, manure etc. against the supply order of NCAOR on the agreed price.

2. **FOR DEVELOPMENT OF GARDEN WITH SOIL -** 20% of the total Billed amount will be deducted as penalty for any of the following default:-
 - a. Fails to execute the development work with soil as mentioned in scope of work point I A within 45 days in entirety.

3. **FOR EXCAVATING AND LAYING OF SINGLE CEMENT BRICK (SIZE 300X200X150 MM) BOUNDARY-**20% of the total Billed amount will be deducted as penalty for any of the following default:-
 - a. Fails to execute the excavating and laying of single cement brick boundary as mentioned in scope of work point I B within 30 days in entirety.

4. **FOR MAINTENANCE OF OPEN AREA WITHIN THE NCAOR CAMPUS -** 20% of the total billed amount will be deducted as penalty for any of the following default:-
 - a) Fails to execute the awarded work as detailed in scope of work no III within 25 days in entirety
 - b) Fails to deploy minimum three working bush cutters on every day for eight hours until completion of the awarded work.

During the contract period, default of any one of the above point from 1 to 5 more than three times will be treated as non-satisfactory performance of the contractor and as a penalty maintenance contract will be terminated by giving a month's notice with forfeiting 100% of the security deposit (SD) available with NCAOR for the entire contract.

INSTRUCTION TO THE BIDDER AND TERMS and CONDITIONS

1. NCAOR expects the bidder to comply with the tender specification/ conditions. The bidders not complying with the terms and conditions of the tender and offers indicating exceptions / deviations may be rejected without seeking any clarification.
2. In case of unscheduled holiday on the closing / opening day of bid, the next working day

- will be treated as scheduled prescribed day of closing/opening of bid, the time notified will remain the same.
3. NCAOR reserves the right to cancel or annul the tender or part thereof, without assigning any reason whatsoever. Tenderer should take due care to submit tender in accordance with requirement in sealed covers.
 4. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth is offered by bidder shall be summarily rejected.
 5. Bidder is advised to visit the site for better understanding of scope of work and also to clarify doubts, if any before submission of tenders.
 6. Tenders super-scribing "**TENDER FOR DEVELOPMENT OF LAWNS and MAINTENANCE OF GARDEN/LAWNS OF NCAOR**" and **TENDER NUMBER** on the envelope should be dropped in the tender box placed at Administrative Section at the National Centre for Antarctic and Ocean Research, Headland Sada, Vasco-Da-Gama, Goa-403804 / by post must be received by "The Director, NCAOR, Headland Sada, Vasco-da-Gama, Goa-403804 on or before the last date and time of submission of tender. Any tender received later than the dead line prescribed for submission is liable to be rejected.
 7. The bidders not complying with the terms and conditions of the tender and offers indicating exceptions / deviations will be rejected. The tenderer must fill and submit the tender document without any additions or alterations in the tender document. No page shall be removed from or added to the complete set of tender document issued or downloaded. Incomplete tenders and those submitted not as per the instructions are liable to be rejected.
 8. The contractors should write in figures as well as in words the rate and amount tendered by them.
 9. The bidder must take into account any possible changes in the applicable minimum wages from time to time and other statutory welfare measures (Workmen's Compensation Act) under various labour legislation while submitting the bid.
 10. If the tenderer/tenderers deliberately gives/give any wrong information or suppresses any material facts or makes/make false representations in this tender or creates/create circumstances for the acceptance of his/their tender. NCAOR reserves the right to reject such tender at any stage or cancel the order even after acceptance of the tender at the risk and cost of the tenderer / tenderers.
 11. Tenderers shall quote the rate as in the tender format at **Annexure-III**. The quoted rates must be inclusive of the following
 - Wages to be paid to the workers on minimum wages basis as notified by the Ministry of Labour and Social Justice, government of India, from time to time
 - Contribution to EPF, ESIC and BONUS as per labour laws
 - Other statutory obligations as per prevailing labour laws.
 - Any other facilities to be provided to the labourers as per the norms of Government.
 - Any other taxes which are mandatory and applicable from time to time
 - Contractor shall not be permitted to increase the quoted amount during the contract period for any reason whatsoever it may be. He shall be liable to pay the statutory benefits to the workers during the period the contract is in force.

12. The bidder may visit the site to study the site condition and quantum of work involved before quoting the rates. The bidder may obtain all relevant information from Administrative Officer, NCAOR on all working days during office hours.
13. All pages of tender document including various annexure to be signed by the tenderer and stamped at the lower right hand corner and wherever required.
14. The tender document shall not contain any interlineations erasures of over writing except as necessary to correct the errors made by the tenderers in which case such correction shall be initialed by the tenderer along with his company's stamp.
15. **CERTIFICATES TO BE ENCLOSED:-**The contractor must enclose copies of the following certificates along with the tender document, failing which the tender shall be rejected:
 - a) Deposit for Earnest Money(EMD) Rs 30,000/-
 - b) Tender Cost Rs 500/-
 - c) A copy of PAN Card allotted in the name of Bidder Company.
 - d) Experience certificate with full cliental list
 - e) EPF and ESIC Registration Certificate from the concerned Authorities.
 - f) Labour License. If not available, the same shall be obtained within a month from the date of issue of work order.
 - g) Bidder office address with Telephone, Fax, E-mail etc.
 - h) Company's Registration certificate
 - i) Service Tax Number allotted in the name of Bidder Company.
16. The contractor has to bring all required tools and equipments like sprinklers, hose-pipes, secateurs, cutters, lawns mowers and any other tools required for watering and gardening at his cost. Minimum requirement listed at Annexure-II.
17. Tenderer should mention all details like (office address, telephone number, fax, etc.) on their letter head.
18. The successful tenderer has to sign an agreement on non-judicial stamp paper of value Rs 100/- within 30 days from the receipt of offer of contract. The successful tenderer has to arrange the stamp paper at his own cost.
19. NCAOR will notify the successful tenderer in writing by a registered letter/Fax/E-mail to confirm that his tender has been accepted.
20. On acceptance of the tender, the contractor shall communicate the name(s) of his authorized representative(s), if any, who would be in touch with the Campus in-charge of this institute for executing the day to day works.
21. It will be obligatory on the part of the tenderers to sign the tender documents for all the component parts and that after the work is awarded, he will have to enter into an agreement with the NCAOR, Goa.
22. The right of acceptance of the tender will rest with the Director, NCAOR, who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject any or all tenders received without assigning any reasons whatsoever. Wherever, the tender in which any of the prescribed conditions is not fulfilled or incomplete in any respect is liable to be rejected without assigning the reasons. No correspondence shall be entertained in this regard.
23. It is the responsibility of the contractor to maintain cleanliness and good hygienic conditions in the campus.

24. The Contractor shall obtain specified license from Labour Commissioner, Govt. of Goa, within a reasonable time period after issue of letter of acceptance of BID for employment of labour in the NCAOR. Confirmation to this effect should be given in the bidder letter head, if the bidder doesn't have such license. If the bidder has such valid license then should enclose the copy of the same along with the bid.

25. **WORK PERSONNEL**

- a. The Muster roll for the labourers attending for work shall be maintained at site indicating the name of workers. Contractor shall direct all his labour to either to sign or put thumb impression or mark "P" on muster roll every day. Daily submission of attendance record/muster Roll of staff on garden maintenance work duly counter signed by Administrative In-charge is must for this contract and failure to do so will be treated as labour not engaged/absent on work
- b. The contractor should deploy the minimum number of persons per day as specified and in case of absence of any staff he should ensure that requisite number of staff is always on duty. Similarly the contractor will have to make proper arrangements incase of their weekly off. No extra payment will be made on this account. However, mere deployment of the specified labour shall not relive the contractor of his contractual obligations.
- c. The instruction given by the officer in charge shall have to be carried out promptly. In case of any difference of option or interpretation on the specification and conditions, the matter to be referred to the Administrative Officer, for the decision, which shall be final and binding.
- d. The Contractor's Mali-cum-Supervisor shall be fully experienced in the type of work to be carried out under their supervision. He should be available at site daily from 08.00 hrs to 12.00 hrs and form 14.00 hrs to 18.00 hrs and all the time of NCAOR officials visit to the Garden.
- e. The contractor must pay the wages to his workers latest by the 7th day of the following month. The contractor must abide by all laws, rules and regulations pertaining to engagement of labours. Payment to the workers must be made as per the minimum wages prescribed by the State Govt./ Ministry of labour, Govt. of India whichever is higher. The total amount of wages paid to the workers must include the minimum wages+EPF+ESIC+Other statutory benefits including bonus.
- f. All works pertaining to the maintenance of gardens and horticultural work shall be directly supervised by the contracting agency under the supervision of experienced Mali-cum-Supervisor. The Mali-cum-Supervisor should be available in the campus on all working days of the month.
- g. No accommodation shall be provided to workmen of the contracting agency for their stay on the campus.

25. **SAFETY OF THE WORKERS**

- a. The contractor shall be responsible for and shall pay any compensation to his workmen under the Workmen's compensation Act 1923(VIII of 1923) (hereafter called the said act) for injuries caused to the workmen.
- b. The contractor shall be responsible for and shall pay the expenses or provide any medical aid to any workman who may suffer bodily injury as a result of an accident.
- c. The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of workers employed on the site and shall maintain the

- same in condition suitable for immediate use at any time and shall comply with following regulation in connection therewith.
- d. The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
 - e. When work is carried out in proximity to any place where there is risk of drawing all necessary equipment.
 - f. Any injury/accident/death to the worker during the contract period shall be the responsibility of the contractor, and the compensation, etc. Payable under the labour laws shall be paid by the contractor.

26. LABOUR ACT

- a. No contractor shall employ any person who is under the age of 18 years for specified works. The concerned in-charge is authorized to remove from work any such person who is below 18 years.
- b. The contractor shall pay minimum wages as prescribed by the Ministry of Labour and Social Justice, Government of India from time to time to the workmen employed by him. In the event of any dispute arising between the contractor and his workmen on the ground that the wages paid are not fair and reasonable, the dispute shall be referred, without any delay, to the Administrative In-charge, NCAOR shall be conclusive and binding on the contractor.
- c. All facilities provided in the contract labour act should be provided (Contract Labour Regulation and Abolition Act, 1971) to the workmen. The contractor should issue identity card to all his workmen.
- d. The contractor shall pay fair and reasonable wages as per the minimum wages act (Govt. of India/Govt. of Goa) prevailing in the locality.
- e. The contractor shall duly comply all provisions of Contract Labour (Regulation and Abolition) Act 1971 as amended from time to time and all other relevant status and statutory provision concerning payment of wages particularly to the workmen employed on the site.
- f. The contractor shall comply with all the labour regulations in respect of his workmen provided for "Hiring of Services for Development and Maintenance of Garden/Lawn "works, The contractor shall indemnify NCAOR of all the obligation arising out of the labour laws and regulation applicable.
- g. There shall not be any Employer and employee relation between the workers and the Institution.

27. EARNEST MONEY DEPOSIT (EMD)

- a. An amount of Rs 30,000/- Earnest Money along with the tender document should be in the form of Demand Draft Payable to "Director, NCAOR", Payable at Goa. The tenderer who do not deposit the EMD in the prescribed form shall be rejected.
- b. The tenderer who deposits EMD less than the prescribed amount shall be rejected.
- c. The EMD of unsuccessful tenderers will be refunded within 15 days of award of contract to successful bidder.
- d. 100% Earnest money of the tenderer shall be forfeited to NCAOR without prejudice to any other rights or remedies, under the following circumstances.

- i. If a tenderer withdraws his tender during the tender validity period as specified in the tender document.
- ii. If, after acceptance of the tender, the tenderer fails to take up the job.
- iii. If, the successful tenderer fails to sign the contract in accordance with the terms and conditions of the contract.
- iv. If, after acceptance of this tender, the successful tenderer fails to furnish the balance of Security Deposit.
- v. If, after acceptance of his tender, the successful tenderer fails to commence the work within the specified time period.
- vi. If the successful bidder fails to deposit Security Deposit as per clause -28 then the 100% of EMD will be forfeited

28. SECURITY DEPOSIT (SD), WOULD BE 10% OF THE TOTAL WORK ORDER VALUE.

- a. The successful bidder should deposit with NCAOR 5% of the work order value after adjusting the available EMD amount of Rs 30,000/- by demand draft drawn on NCAOR payable at Goa within 10 days of award of contract. The balance 5% of the 10% of the total work order value will be deducted from 70% of the payment of bill of development of Garden/lawns with soil.
- b. No interest shall be payable by NCAOR on the Security Deposit and EMD.
- c. Security Deposit shall be returned to the contractor after the physical completion of the work on certification by the Competent Authority. The certificate, inter alia should mention that the work has been completed in all respect and that all the contractual obligations have been fulfilled by the contractors and there is no due from the contractor to NCAOR against the contract concerned. . Subject to the Contractor furnishing proof confirming payment of all wages, provident fund and ESI (where applicable) dues, or furnishing other proof of relative payments upto the date of termination of the contract with respect to all his employees deployed to render the services.

29. UNSATISFACTORY WORK

Work must be done satisfactorily under the direct and personal supervision of the contracting agency. The contractor must appoint a qualified Mali-cum-Supervisor (specialized in garden/ horticultural works) for supervision of works. The agency shall be solely responsible for execution of all works mentioned in the part- I, I and III of scope of work. The Administration Officer will certify the works done. If the works are found to be unsatisfactory, then proportionate deduction will be made from the bill of contractor and this may even lead to termination of the contract. The decision of the competent authority in NCAOR shall be final and binding on the contractor in such manner. The contract may be terminated by the Director, NCAOR at any time if the work is found to be of substandard or unsatisfactory and the amount of 100% security deposit will stand forfeited.

30. DAMAGES TO GOVT. PROPERTY

- a. Compensation for all damages done intentionally or unintentionally by contractor's workmen whether in or beyond the limits of Govt. property including any damage caused by spreading of fire, shall be estimated by the In-charge subject to the decision of the Director, NCAOR, on appeal shall be final and the contractor shall bound to pay the amount of the assessed compensation of demand, failing which, the same will be recovered from the bill of the contractor.
- b. The contractor shall be responsible for making good the damages done to the existing property or work during construction by his men.

31. CLAIMS

No extra work shall be done without the written permission of competent authority in NCAOR. No claim of extra work shall be entertained.

32. RECORD TO BE MAINTAINED BY CONTRACTOR

The Contractor should maintain and update all records of labour employed for this work and produce the same to the Administration officer regularly and any other Competent Authority as and when required. The following minimum records shall be maintained and kept in a custody of Administration prior to commencement of the work.

- Register of Wages in Form XVII
- Register of Workman Employed by the Contractor in form XII
- Any other records to be maintained under various act as applicable
- Material Register (stating all the items indicated in Annexure-II
- Any other record as applicable under various act.
- Muster roll in form XVI :-The muster roll for the labourers attending for work shall be maintained at site indicating the name of workers. Contractor shall direct all his labour either to sign or put thumb impression or to mark "P" on muster roll everyday. Daily submission of attendance record/ muster roll of staff on garden maintenance work duly counter signed by Administrative In-charge / Authorised officer is must for this contract and failure to do so will be treated as labour not engaged/absent on work

33. CLAUSE - OTHER CONDITIONS

- a. The contractor shall not sublet or assign his contract to others
- b. Except where otherwise specified in the contract the decision of the Director, NCAOR, Vasco-da-Gama, Goa, shall be final and binding on all parties of the contract upon all questions relating to the meaning of the specifications, nature of works, etc, or as to any other question, claim, right, matter, or thing whatsoever, in any way arising out of, or relating to the contract, etc, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion, or abandonment thereof.

- c. If the contractor stops the work in between on personal or financial grounds, etc. for more than seven days after the commencement of works, the competent authority of NCAOR shall issue a notice to the contractor to this effect, and the work order stand cancelled.
- d. The contractor should commence the works within seven days from the date of receipt of the notice, failing which the contract shall be terminated. The decision of the Director, NCAOR, Goa, will be final in this regard without prejudice to any other rights or remedies whatsoever.
- e. However, it is the responsibility of the contractor to provide essential items like gumboots, Hand gloves, safety face mask, raincoat, umbrella etc) to his/ her employees.
- f. The contracting agency shall also be responsible for cleaning roads adjoining the gardens. This work includes cleaning the roads with brooms, dusting, and removal of weeds, grass, and unwanted plants/shrubs etc., that grow on the sides of the roads.
- g. Contractor will be fully responsible for all legal matters arising out of the contract. The contractor should not allow his workmen to join any labour Union/Associations. If any the workman is found in such Unions, the contract will be terminated at once.
- h. The contractor shall be fully responsible for discipline of his workers in maintaining the cordial atmosphere in the campus and also to maintain the dignity of the institute.
- i. Bonus and other additional facilities to worker is responsibility of the contractor. The Institute shall not pay anything extra over and above the quoted amount.
- j. Contractor should comply with all regulations of Provident Fund, ESI, labour etc. The proof of payment of minimum wages etc. To the worker shall be submitted along with bill periodically as per latest Govt, Guidelines.
- k. In case of any dispute on any matter the matter will be referred to Director, NCAOR. His decision will be final and binding on both the parties.

ANNEXURE-I**BIDDERS PAST EXPERIENCE TO BE PROVIDED IN THE PROFORMA GIVEN BELOW BY THE BIDDER**

The bidder should have executed minimum Rs. 3.00 (three) lakh single contract of mechanical lawn development or maintenance of garden/lawn services during last 3 (three) years ending 31st March 2017 in Govt./ PSU/ Govt. Autonomous Bodies /Reputed Organisations.

Document Proof (to be attached) i.e. copy of the work order to be attached along with bid for experience claimed.

Sl. No	Scope of work	Organisation	Period		Value Rs.	Work Order copy attached with indicating page No. in the bid	Whether work performed is for Govt. Dept./ MNC/ Reputed Private Firm/ Autonomous Body
			From	To			
1							
2							
3							
4							

- 1) The bidder should indicate his valid allotted EPF No.....
- 2) The bidder should indicate his valid allotted ESI No.....
- 3) The Contractor shall obtain specified license from Labour Commissioner, Govt. of Goa, within a reasonable time period after issue of letter of acceptance of BID for employment of labour in the NCAOR. Confirmation to this effect should be given in the bidder letter head, if the bidder doesn't have such license. If the bidder has such valid license then should enclose the copy of the same along with the bid.

(Signature of the bidder)

ANNEXURE-II

Particulars of equipments (but not limited to below mentioned equipments) to be provided by the successful bidder to execute the awarded maintenance work effectively

Sl. No.	Name of Equipment	Number of equipment
1.	Electric Lawns Mowers with high capacity collection bags having excellent work condition.	2 Nos
2.	Long Hose (100 meter) with rain wand/sprinklers	8 Nos
3.	Bush Cutter having excellent work condition with full tank of fuel and to be refilled as per requirement.	1 Nos
4.	Axe	3 Nos.
5.	New hose pipe (1 inch/0.5 Inch/) for watering	500 Mtrs
6.	Weeder Fork	As per Requirement
7.	Twist Fork	
8.	Pruning Shear	
9.	Hedge Shear	
10.	Grass Shear	
10.	Looper	
11.	Pruning Saw	
12.	Hoe	
13.	Garden Tool Kit	
14.	Digging Fork and Spade	
15.	Insecticide Sprayer	

(Signature of the Bidder)

Annexure-III

PRICE BID PROFORMA

Before submitting tender, the tenderer shall be deemed to have satisfied himself by inspection of the site and locality regarding the site conditions, working hour available, working area, working conditions etc., that are likely to be encountered during the execution of works and he shall be deemed to have taken all these factors into account while quoting the rates. The rate quoted by him shall be deemed to be all inclusive for execution of work.

No separate discount to be indicated and any discount offered should be included in the below quoted rate.

All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth, then the bid shall be summarily rejected.

All the items of the price bid I to IV should be quoted as per the format given below, failing which the quote will not be considered.

(I) Maintenance of Lawns, Hedges/Bordering Plants, Ornamental/ Flower Plants, Road side and Compound Wall areas, Grasses of entire campus for the entire calendar year except the month June to September.							
SL No	Description	Unit (1)	Quantity (2)	Amount in Rs			
				Unit rate Per Month (3)	Rate Per Month Rs. (2)x(3)=(4)	Total amount for 08 Months (for Jan to May and Oct to Dec.) (4)x08=(5)	
I	A	including weeding, gap filling, grass cutting with Khurpi/ sickle, moving with the help of mover, rolling, irrigation, fertilizer, manure and pesticide application, inter-culture, training/pruning etc.	Sqmt	10160			
		Unit rate in figure:					
		Tax amount if any (% of taxes applied to be indicated)					
		Total A					

	B	Maintenance of Potted Ornamental Plants presently available in campus Total - 420 Nos. (approximately) Including inter-culture, weeding, soil/manure filling, irrigation, gap filling, training/pruning, fertilizer and pesticide application, etc.	Nos of pots	420			
	Unit rate in figure:-						
	Taxes amount if any (% of taxes applied to be indicated)						
	Total B						
Total I= Total A +Total B							

(II) Maintenance of Lawns, Hedges/Bordering Plants, Ornamental/ Flower Plants, Road side and Compound Wall areas, Grasses of entire campus for the period from the month June to September including supply and additional mixing as specified at II-A (xvii)

SL No	Description	Unit (1)	Quantity (2)	Amount in Rs			
				Unit rate Per Month (3)	Rate Per Month Rs. (2)x(3)=(4)	Total amount for 04 Months (June to Sept) (4)X04=(5)	
II	A	Maintenance of Lawns, Maintenance of Hedges/Bordering Plants, Maintenance of Ornamental/ Flower Plants, Maintenance of Road side and Compound Wall areas Grasses of entire campus including weeding, gap filling, grass cutting with Khurpi/ sickle, moving with the help of mover, rolling, irrigation, fertilizer, manure and pesticide application, inter-culture, training/pruning etc.	Sqmt	10160			

		Unit rate in figure:				
		Tax amount if any (% of taxes applied to be indicated)				
		Total A				
	B	Maintenance of Potted Ornamental Plants presently available in campus Total - 420 Nos. (approximately) Including inter-culture, weeding, soil/manure filling, irrigation, gap filling, training/pruning, fertilizer and pesticide application, etc.	Nos of pots	420		
		Unit rate in figure:-				
		Taxes amount if any (% of taxes applied to be indicated)				
		Total B				
Total II= Total A +Total B						

(III) DEVELOPMENT OF LAWN WITH SOIL						
SL No	Description	Unit (1)	Quantity (2)	Amount in Rs		
				Unit Rate (3)	Total Amount (2)x(3)=(4)	
III	A	For development of garden/lawn with soil as detailed in Scope of Work I-A of the tender document .	Sqmt	950		
		Unit rate in figure:				
		Tax amount if any (% of taxes applied to be indicated)				
		Total A				

B	Excavating and laying of single cement brick size (300x200x150 mm) boundary as detailed in scope work I-B of the tender document.	Rmt	120		
	Unit rate in figure:-				
	Tax amount any (% of taxes applied to be indicated)				
	Total B				
Total III= Total A +Total B					

(IV) MAINTENANCE OF OPEN AREA						
SL No	Description	Unit (1)	Quantity (2)	Amount in Rs		
				Unit Rate for one time maintenance (3)	Rate for one time maintenance (2)x(3)=(4)	Total for two times maintenance in a year (4)x2=(5)
IV	For maintenance of open area as detailed in Scope of Work III of the tender document.	Sqmt	70000			
	Unit rate in figure:					
	Tax amount if any (% of taxes applied to be indicated)					
	Total IV					

GRAND TOTAL (I+II+III+IV)= Rs.....

Date

(Signature of the bidder with stamp)

(L 1 will be arrived from the grand total of I+II+III+IV)

Annexure-IV

The Employees' provident Funds Scheme, 1952
Form 12(Revised)
THE EMPLOYEES PROVIDENT FUND SCHEME, 1952
[Pare 38(2)]

STATEMENT OF CONTRIBUTION FOR THE MONTH OF

Wage period From To.....

Name and Address of the EstablishmentCode No.

SL. No.	A/C No.	Name of the member (in block Capitals)	Wages, retaining allowance (if any and D.A including cash value of food concession paid to the member during the wage period	Amount of member's contribution deducted from the wages of deployed personnel at NCAOR			Employer's contribution of deployed personnel at NCAOR			Remarks
				EPF (a)	EPF 1.1/4% (b)	Total (c)	EPF (a)	EPF 1.1/4% (b)	Total (c)	
1	2	3	4	5			6			7
1										
2										
3										
4										

Total amount of contributions including refund of advances

Administrative charges

Total amount deposited to the deployed personnel of NCAOR

Account No. 1 Rs

Account No. 2 Rs

Account No. 3 Rs

Account No. 4 Rs

Account No. 5 Rs

Account No. 6 Rs

Account No. 7 Rs

Account No. 8 Rs

Bank in which deposited

No. and date of Bank Draft/Cheque

Dated

Signature of the Employer of
Other Authorised Officer
Stamp of the Establishment

Notes:-

- (1) The names of existing members should be shown in the list of each month in the consecutive serial order of the account numbers. New members whose names are shown

in the return for the first time should be shown at the end with a heading "New Members". In the case of members transferred from another factory/establishment the name of the factory/establishment from which transferred should be given in the 'Remarks' column.

- (2) Mention should be made in column No. 8 above, above member's rate of voluntary contribution.
- (3) Variation in wages/contribution with that of previous month should be explained suitable in the remarks column.

Annexure-V**MODEL SERVICE AGREEMENT (MSA) (To be signed with successful bidder)**

THIS SERVICE AGREEMENT is made at..... on ____ day of _____ Two Thousand and..... between: National Centre for Antarctic and Ocean Research, An Autonomous Society of Ministry of Erath Science, Headland Sada, Goa (hereinafter referred to as "NCAOR" which expression shall include its successors and assigns) of the One Part;

AND _____, a partnership firm/a Company / a Society registered under the Act, with its registered office/ office located at _____ (hereinafter called the "Contractor") of the Other Part.

WHEREAS:

- (i) NCAOR which is in the area inter alia of scientific research and providing logistics and scientific support to Indian Antarctic/ Arctic expedition has emerged as a premier Institute of the nation and that NCAOR engages a specialized agency to provide specialized Services (as hereinafter defined) unconnected to its core activities aforesaid.
- (ii) Contractor has responded to such requirement of NCAOR by representing in an Open Tender its ability to provide to NCAOR the Services at the Locations (as hereinafter defined).
- (iii) On the basis of the said response, NCAOR has accepted Contractor's proposal, for providing NCAOR the Services at the Locations subject to the terms and conditions hereinafter appearing and for the Period (as hereinafter defined):

NOW, THEREFORE, THIS AGREEMENT WITNESSETH as follows:**1. DEFINITIONS:**

In this Agreement, unless repugnant to the subject or context thereof, the following expressions herein used shall carry the meaning hereunder assigned to them:

- i) "Contract" or "Agreement" shall mean this Contract or Agreement.
- ii) "Consumables" shall mean all items which go into and/or as are consumed in providing the Services, depending on the nature of the Services and will include electricity (power and light), meter, gas and other utilities required to drive, move or operate the Equipment.
- iii) "Equipment" shall mean the particular tools of trade and equipment required to provide the Services, depending on the nature of the Services including mechanical and electrical equipment.
- iv) "Facilities" shall mean working space, transportation, printing, stationary, telephones, computers, internet connectivity and identity, and other facilities reasonably required at the Locations for the performance of the relevant Services.
- v) "Services" shall mean: DEVELOPMENT OF LAWNS and MAINTENANCE OF GARDEN/LAWN OF NCAOR AT NCAOR, HEADLAND SADA, GOA

2. ENGAGEMENT:

NCAOR hereby engages Contractor to provide the Services at the Locations and for the period subject to the terms and conditions hereinafter specified.

- 2 PERSONNEL: As stipulated in tender document.
- 3 Scope of work as stipulated in the tender document.

- 4 GATE/ ENTRY PASS OR AUTHORISATION : As stipulated in tender document.
- 5 LEGAL AND REGULATORY COMPLIANCES : As stipulated in tender document.
- 6 Staff Integrity
- a) The Contractor shall ensure that the Contractor's personnel deputed to NCAOR in connection with the Services have been registered with the Police Authorities and shall produce a copy of the verification, if required by NCAOR for the purpose of ascertaining any person's character or integrity.
 - b) The Contractor shall pay its employees deputed to provide Services at the Location(s), wages which are not less than the minimum wages prescribed under any applicable law for the applicable category.
- 7 PRICE OF SERVICES: As stipulated in tender document.
- 8 PAYMENT PROCEDURE: As stipulated in tender document
9. Penalty clause as stipulated in the tender document
- 9 PERIOD and TERMINATION: As stipulated in tender document.
- 10 FORCE MAJEURE: As stipulated in tender document.
- 11 DUTIES AND POWER/AUTHORITY

The duties and authorities of the NCAOR's representative are to act on behalf of the NCAOR for:

- (i) Overall supervision of contract performance and co-ordination for obtaining satisfactory services envisaged under this Agreement
 - (ii) Proper utilization of equipment and services.
 - (iii) Monitoring of performance and progress.
 - (iv) Commenting / countersigning on reports made by the CONTRACTOR's representative in respect of services envisaged under this Contract after satisfying himself with the facts of the respective cases.
 - (v) He shall have the authority, but not obligation at all times and any time to inspect / test / examine / verify any equipment, machinery, instruments, tools, materials, personnel, services, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However, this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
 - (vi) Each and every document emerging from rendering of services in support of any claim by the contractor has to have the countersignature/comments of the NCAOR's representative without which no claim will be entertained by the NCAOR.
- CONTRACTOR's representative:**
- (i) The CONTRACTOR's representative shall have all the powers requisite for the performance of the services.
 - (ii) He shall liaise with NCAOR's representative for the proper co-ordination and timely

- completion of the works and on any matter pertaining to the services.
- (iii) He will extend full co-operation to NCAOR's representative / inspector in the manner required by them for supervision / inspection / observation of equipment, material, personnel, procedures, performance, reports and records pertaining to the services.
 - (iv) To have complete charge of CONTRACTOR's personnel engaged in the performance of the services and to ensure compliance of rules and regulations and safety practices.
12. Terms and Conditions laid down in tender document and tender document are an integral part of this agreement

IN WITNESS WHEREOF PARTIES above named have duly executed this Agreement on the.....day,month andyear first above written. SIGNED and DELIVERED on behalf of National Centre for Antarctic and Ocean Research | Above named by Shri _____, its_____and authorized signatory in the presence of:

1

2

SIGNED and DELIVERED on behalf of | _____ (Contractor) | above named by Shri _____ | its _____ and authorized | signatory pursuant to the authority | conferred by resolution of the Board of | Directors of the said Company passed | on _____ a copy whereof is | annexed hereto and marked Annexure "I". | In the presence of:

1

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