

**TENDER DOCUMENT**

**TENDER FOR DEVELOPMENT OF LAWNS &  
MAINTENANCE OF GARDEN/LAWNS OF NCAOR**

**AT**

**NCAOR, HEADLAND SADA, GOA**



**राष्ट्रीय अंटार्कटिक एवं समुद्री अनुसंधान केन्द्र  
National Centre For Antarctic & Ocean Research  
हेडलैंड सडा, वास्को डा गामा**

**Headland Sada, Vasco-Da-Gama**

**गोवा- 403804**

**Goa-403804**

**Phone No. 0832-2525558/2525557**

**Fax No. 0832-2520877**

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

### NOTICE INVITING TENDER

Services.	Development of lawns & maintenance of garden/lawns of NCAOR Headland Sada, Goa-403804.
Adv No.	NCAOR/ 13 /15
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 Panjim, Goa.
Period of sale of Tender Document at Administration Section, NCAOR.	From 27/02/2015 to 25/03/2015 (UP TO 17 .00 HRS )
Closing Date & Time for Tender Submission.	17.00 Hrs on 26/03/2015
Date & time of Opening Tender	15.30 Hrs on 27/03/2015
Bid Validity up to	90 days from the date of opening bid.

### TERMS & CONDITIONS

- 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 & 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 Panjim, Goa during office hours from 27/02/2015 to 25/03/15 (9:00 to 17:00 hrs) .
- The tender document can also be downloaded from NCAOR's web site [www.ncaor.gov.in](http://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 Panjim, Goa towards the cost of the tender document. The tenders submitted without the cost of tender form shall be rejected.
- ELIGIBILITY CRITERIA:-** Bidders should meet the following eligibility criteria to qualifying the tender:-
  - The bidder should have executed minimum Rs. 5.00 (five) lakhs single contract of mechanical lawns development or maintenance of garden/lawns services during last 5(five) years ending 31<sup>st</sup> January 2015 in Govt./ PSU/ Govt. Autonomous Bodies /Reputed Organisations. Copy of work order and completion certificate in support of the same should be enclosed alongwith the tender as per the format given in Annexure I.
  - The bidder should be registered under EPF Act, 1952 and ESI Act. Copy of registration certificate of EPF & ESI should be attached with the tender.
- PERIOD OF CONTRACT:-**Initially for a period of **1(one) year** including monsoon period. Extendable for two more years on yearly basis with same rate, terms & conditions on satisfactory performance assessed by NCAOR.

## SCOPE OF WORKS

### I.

#### A. FOR DEVELOPMENT OF GARDEN/LAWN WITHOUT SOIL: TOTAL AREA 1100 SQ. MTR SERVICE PROVIDER IS REQUIRED TO DO:

- (i) Development of lawns by using Mexican grass turf at the location marked by NCAOR including preparation of soil like digging and applying 100 kgs of cow dung and 50 Kgs manures in the beginning of development .
- (ii) The newly developed lawn should be maintained for minimum 4 months from the date of laying of Mexican grass turf within the quoted price. During the maintenance period the following to be supplied and applied monthly:-
  - a) Manures 25 Kgs monthly for four months in total 100 Kgs.
  - b) Fertilizers: Urea 12 Kgs and Suphala 13 Kgs in total 25 Kgs monthly for four months in total 100 Kgs.
  - c) Cow dung 50Kgs monthly for four months in total 200 Kgs.
  - d) Insecticides , fungicides and other pesticides as required.
- (iii) The supply report of the above has to be provided to Administrative In-charge after getting the security checkin
- (iv) 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.
- (v) NCAOR shall give 20 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 of expiry of the 20 days notice.
- (vi) **Separate required labour force should be applied and the already engaged labour for routine maintenance work at NCAOR should not be used for above work.**
- (vii) The quantity may vary, however, for the increased quantity, if any, pro-rata rate will be applied.

#### B. FOR DEVELOPMENT OF GARDEN/LAWN WITH THE SUPPLY OF SOIL: TOTAL AREA 750 SQ. MTR SERVICE PROVIDER IS REQUIRED TO DO:

- i) 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 In-charge's inspection report should be obtained towards spreading of garden soil before laying the Mexican Grass.
- ii) Development of lawns by using Mexican grass turf at the location marked by NCAOR including preparation of soil like digging and applying 100 kgs of cow dong and 50 Kgs manures.
- iii) The newly developed lawn should be maintained for minimum 4 months from the date of laying of Mexican grass turf within the quoted price. During the maintenance period the following to be supplied and applied monthly:-
  - e) Manures 25 Kgs monthly for four months in total 100 Kgs.
  - f) Fertilizers: Urea 12 Kgs and Suphala 13 Kgs in total 25 Kgs monthly for four months in total 100 Kgs.
  - g) Cow dung 50Kgs monthly for four months in total 200 Kgs.
  - h) Insecticides ,fungicides and other pesticides as per the requirement.
- iv) The supply report of the above has to be provided to Administrative In-charge after getting the security checkin.
- v) 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.
- vi) NCAOR shall give 20 days 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 45 days of expiry of the 20 days notice.

- vii) **Separate required labour force should be applied and the already engaged labour for routine maintenance work at NCAOR should not be used for above work.**
- viii) The quantity may vary, however, for the increased quantity, if any, pro-rata rate will be applied.

**C. EXCAVATING AND LAYING OF SINGLE CEMENT BRICK (SIZE 300X200X150 MM ) BOUNDARY WITH MORTAR FOR THE GARDEN/LAWN DEVELOPED AREA: TOTAL AREA 150 RMTR SERVICE PROVIDER IS REQUIRED TO DO:**

- i) For the above laying cement brick boundary in the NCAOR 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 of expiry of the 15 days notice.
- ii) **Separate required labour force should be applied 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, pro-rata rate will be applied.

**II. MAINTENANCE OF GARDEN/LAWN, HEDGES PLOTTED PLAN WITH DEPLOYING MINIMUM DAILY MAN POWER :-TOTAL AREA OF 9350 SQMT & 420 Nos. PLOTTED PLANT**

**A. MAINTENANCE OF GARDEN/LAWNS AND HEDGES FOR ALREADY DEVELOPED AREA OF 9350 SQMT WITH DEPLOYING MINIMUM DAILY MAN POWER, SERVICE PROVIDER IS REQUIRED TO DO:**

- (i) Daily 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 pathway hedges 450 rmt, hedges of garden of 1200 rmt and for existing plants around the garden/lawn 94 nos . and pathway 1009 nos . 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) to maintain the grass height not exceeding two inches from ground, so as not to allow grass to grow wild.
- (vii) Maintenance of garden fountain tank. Removing water and clean the fountain tank in every 15 days. Maintaining the motor placed in the fountain tank. If there is any mechanical problem in the motor, it will be repaired by the contractor and NCAOR will bear the repairing cost for the same.
- (viii) Trimming and replacing spoiled patches of lawns with fresh grass of same nature.
- (ix) Trimming of tree branches within the campus of NCAOR twice in a year as required as per instructions of NCAOR designated Officer.
- (x) Plucking of coconuts from the coconut trees and handover to Administrative In-charge.
- (xi) Digging and Planting of hedges from the already developed hedges stalk in rainy season for 800 rmt
- (xii) Cleaning & cutting of hedges and shrubs regularly (not exceeding 15 days) to maintain the required height from ground, so as not to allow hedges shrubs to grow wild.
- (xiii) Hoeing operation of shrubs & hedge plants once in a month to loosen the soil.
- (xiv) 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.



**B. MAINTENANCE OF POTTED PLANTS: Total Qty 420 Nos**

- (i) Every alternate day watering 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 & 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 NCAOR shall supply the require soil, Cow dung and manure.
- (vi) The quantity may vary, however, for the increased quantity , if any, pro-rata rate will be applied.

**III. MAINTENANCE OF THE OPEN AREA WITHIN THE NCAOR CAMPUS: TOTAL AREA-70000 SQMT**

- (i) Cutting wild growth, shrubs bushes, wild vegetation **TWICE IN A YEAR** of the entire area 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 August of the Calendar year and should be completed within 25 days. The second cutting should start on 15th of October of the Calendar year & should be completed within 25 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 or without soil as detailed at price bid item No. I (A & B) scope of work clause No I (A&B) 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 already above developed lawn within 20 days on submission of bill in duplicate.
3. 100% of the payment for excavating and laying of single cement brick (size 300x200x150 mm ) boundary, as detailed at price bid item no. I of C scope of work clause no. C and for maintenance of the open area within the NCAOR campus as detailed at price bid item no. III of A .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. 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. II of A and scope of work clause no II (A & B) after satisfactory completion of the entire work and submission of proof of payment of monthly EPF in the attached format Annexure IV and copy of proof of payment of ESI for all the deployed personnel at NCAOR for the maintenance work. In case the contractor deploys less number of manpower on any day than what is specified in the contract scope of work no II-A., 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.
5. 100% of the payment on monthly basis will be made within 20 days on submission of bill in duplicate for supply of manures, urea ,suphala & cow dung against the actual supply as per quote & agreed amount.
5. 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.
6. For maintenance and supply items the contractor should raise bill in the first week of succeeding month after fulfilling all the necessary formalities. Proportionate amount will deducted if the contractor fails to comply with any responsibilities under the contract.
7. If the maintenance is not carried out satisfactorily for the gardens or if the labourers are not following the instructions, proportionate deduction in the rate will be effected in the bill for non –maintenance of garden, remedial action including reduction of payment on pro-rata basis shall taken from contractor's running account bills and if continued the same the contract shall be liable for termination.
8. Time is the essence of this contract. In case the contractor fails in fulfilling the obligations fully and in time, the Administration In-charge 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. Fail to deploy 100% of the minimum manpower as detailed in the scope of work no. II. A at the maintenance site for not more than 3 days in a calendar month.
  - b. Fail to provide two nos of working electrical lawn mower with high capacity collection bag for not more than 7 days in a calendar month.
  - c. Fail to provide a working bush cutter for not more than 7 days in a calendar month.
  - d. Fail to deposit the PF & 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 month.
  - e. Fail to execute any work detailed in the scope of work point II. A & B in calendar month.
  - f. Fail to supply garden material on monthly basis like cow dung, urea, suphaal, manure etc. against the supply order of NCAOR on the quoted & agreed price.
2. **For Development of Garden without Soil -** 10% of the total Billed amount will be deducted as penalty for any of the following default:-
  - a. Fails to execute the development work without soil as mentioned in scope work point I. A within 30 days in entirety.
3. **For Development of Garden with Soil -** 10% 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. B within 45 days in entirety.
4. **For excavating and laying of single cement brick (size 300x200x150 mm ) boundary**-10% 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 (size 300x200x150 mm ) boundary as mentioned in scope of work point I. C within 20 days in entirety.
5. **For maintenance of open area within the NCAOR campus** - 10% 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 a contract period of one year, default of any one of the above point from 1 to 5 in 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 & CONDITIONS

1. NCAOR expects the bidder to comply with the tender specification/ conditions. The bidders not complying with the terms & 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 superscribing **“TENDER FOR DEVELOPMENT OF LAWNS & MAINTENANCE OF GARDEN/LAWNS OF NCAOR”** and **TENDER NO** on the envelope should be dropped in the tender box placed at Administrative Section at the National Centre for Antarctic & 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 & 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 & 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 In-charge, 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 or 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 client 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 & 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. **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 In-charge, 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 from 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 7<sup>th</sup> 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 & 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 & 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. Earnest Money along with the tender document should be in the form of Demand Draft Payable to “Director, NCAOR”, Payable at Panjim, 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. The 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 3% of the work order value after adjusting the available EMD amount of Rs 30,000/- by demand draft drawn on NCAOR payable at Panjim, Goa within 10 days of award of contract. The balance 7% of the work order value will be deducted from the first payment of bill of development of garden/Lawn as Security Deposit .
- b. No interest shall be payable by NCAOR on the Security Deposit & 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 & III of scope of work. The Administration Officer In-charge 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 In-charge 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 if 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 any thing 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 & binding on both the parties.

**ANNEXURE-I****BIDDERS PAST EXPERIENCE PROFORMA TO BE INDICATED BY THE TENDERER**

Document proof to be attached along with bid for claimed experience.

Sl. No.	Scope of work	Organisation	Period	Work Performed by Bidder	Value	Work Order with Page No. in the Bid	Satisfactory Completion Certificate with Page No. in the Bid	Whether work performed is for Govt. Dept./ MNC/ Reputed Private Firm/ Autonomous Body

1) The bidder should indicate his allotted EPF No.....

2) The bidder should indicate his allotted ESI No.....

(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 (25 meter ) with rain wand/sprinklers	6 Nos
3.	Bush Cutter having excellent work condition.	2 Nos
4.	Axe	2
	New hose pipe (1 inch/0.5 Inch/) for watering	200 Mtrs
5.	Weeder Fork	As per Requirement
6.	Twist Fork	
7.	Pruning Shear	
8.	Hedge Shear	
9.	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)

**PRICE BID PROFORMA****Annexure-III**

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 & 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 is offered by bidder shall be summarily rejected.

All the item of the price Bid should be quoted.

SI No.	Description	Unit	Quantity	Unit Rate Rs.	Total amount Rs.
<b>I. A</b>	<b>For development of garden/lawn without soil as detailed in scope of work point I-A of the tender document .</b>	<i>Sqmt</i>	1100		
	Unit rate in figure:-				
	Taxes if any ( % of taxes applied to be indicated )				
	Total				
<b>B</b>	<b>For development of garden/lawn with the supply of soil as detailed in the scope of work point I-B</b>	<i>sqmt</i>	750		
	Unit rate in figure:-				
	Taxes if any ( % of taxes applied to be indicated )				
	Total				
<b>C</b>	<b>Excavating and laying of single cement brick size (300x200x150 mm ) boundary as detailed in scope work point I-C .</b>	<i>rmtr</i>	150		
	Unit rate in figure:-				
	Taxes if any ( % of taxes applied to be indicated )				
	Total				
<b>II. A</b>	<b>Maintenance of garden/lawns and hedges for already developed with deploying minimum daily man power, and maintenance of potted plants as detailed in scope of work point –II A &amp; B of the tender document.</b>	Sqmt & Nos of pots	9350 & 420		
	Unit rate in figure:-				
	Taxes if any ( % of taxes applied to be indicated )				
	Total				
<b>III.</b>	<b>For maintenance of open area. as detailed in scope of work point –III. (Twice in a year)</b>	Sqmt	70000		
	Unit rate in figure:-				
	Taxes if any ( % of taxes applied to be indicated )				
	Total				



IV.	Supply of Manures	Kgs	240		
	Unit rate in figure:-				
	Supply of Urea	Kgs	100		
	Unit rate in figure:-				
	Supply of Suphala	Kgs	100		
	Unit rate in figure:-				
	Supply of Dung	kgs	300		
	Unit rate in figure:-				
Total					

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

Date

(Signature of the bidder with stamp)

(L 1 will be decided 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 Establishment .....Code 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			Employer's contribution			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 in

(i) Account No. 1 Rs .....

(ii) Account No. 10 Rs.....

Bank in which deposited .....

No. and date of Bank Draft/Cheque Reserve Bank of India .....

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

Dated .....

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 form 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 Earth 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 & 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 & 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 and .....year first above written. SIGNED & DELIVERED on behalf of National Centre for Antarctic & Ocean Research | Above named by Shri \_\_\_\_\_, its \_\_\_\_\_ and authorized signatory in the presence of:

- 1
- 2

SIGNED & 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 “T”.| In the presence of:

- 1
- 2