

#### ESSO-NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH (MINISTRY OF EARTH SCIENCES) (GOVERNMENT OF INDIA) HEADLAND SADA, VASCO-DA-GAMA, GOA - 403 804

#### **TENDER DOCUMENT**

#### "MAINTENANCE OF GARDEN/LAWNS"

AT NCPOR CAMPUS HEAD LAND SADA, VASCO-DA-GAMA, GOA – 403 804

#### NOTICE INVITING TENDER

#### ADVT. NO. NCPOR/06/2023

National Centre for Polar and Ocean Research, Goa invites sealed tender for "Maintenance of garden/lawn of NCPOR". Interested bidders can download the tender documents from web site <u>http://www.ncpor.res.in</u> and Central Public Procurement portal http://eprocure/epublish.gov.in. Last date of submission of bid is 17.07.2023 at 17.00 Hrs.

Head (Administration), NCPOR

Sealed tender under <u>**Two bid system are invited</u>** on turnkey basis for Maintenance of garden/lawns at NCPOR campus, Headland Sada, Goa-403804. The details of the tender are given below:</u>

	Maintenance of Garden/lawn Services at NCPOR
A de Ne	Headland Sada, Goa-403804.
Adv No.	NCPOR/06/2023
Division	Administration Division, NCPOR.
Amount of EMD	Rs. 60,000/-
Closing Date and Time for Tender Submission.	17.07.2023 at 17:00 Hrs
Date and time of Opening Tender	18.07.2023 at 11:00 Hrs (NCPOR Conference Room)
Bid Validity up to	90 days from the date of opening of bid.

# Tender closing and Opening Date and Time

Sr.	Table Of Content	Page No.
No		
1	Terms and Conditions	5-6
2	Instruction to the bidder and Terms & Conditions	6-8
3	Payment Terms	9
4	Penalty Clause	10-11
5	Work Personnel	11
6	Safety of the Workers	12
7	Labour Act	12
8	EMD/Security Deposit/Performance Security	13
9	Unsatisfactory Work	14
10	Damages to Government Property	14
11	Claims	14
12	Record to be maintained by Contractor	14-15
13	Other Conditions	15-16
14	Scope of Works – Annexure I	17-21
15	Bidders past Experience – Annexure II	22
16	Particulars of Equipments – Annexure III	23
17	Undertaking - Annexure IV	24
18	Price Bid Performa – Annexure V	25
19	Declaration in lieu of Bid Security – Annexure VI	26

#### 1. TERMS AND CONDITIONS

1.1 The tender document containing detailed scope of work, terms and conditions of the contract, etc., can be obtained from the National Centre for Polar and Ocean Research (NCPOR) web site http://www.NCPOR.res.in and Central Public Procurement portal http://eprocure/epublish.gov.in and, Goa-403804.

1.2 PERIOD OF CONTRACT: - Initially for a period for one year, extendable for two more years on yearly basis with same rate, terms and conditions on satisfactory performance assessed by NCPOR.

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

a. The bidder should have successfully completed /executed following number of work order / contract in similar work relating to Maintenance of Garden/ Lawn in Central / State Government / PSU / Autonomous / reputed organization in the last Five years ending 31st March 2023.

- i) Single order / contract of Rs. 20 Lakhs; OR
- ii) Two work orders /contracts of minimum Rs. 12 Lakhs each; OR
- iii) Three work orders /contracts of minimum Rs. 10 Lakhs each.

Copy of work order / contract along with completion certificate and in case the contract is still in progress, certificate should be provided from the user organization indicating the details regarding undertaking of the such work with dates/duration specifically mentioned. Details of all the work orders should be provided along with the tender as per the format given in Annexure I.

b. Bidder should have its own Bank Account, PAN No. and GST registration No.(if not registered self Declaration with reasons acceptable as per govt. rules for not registering with GST)

c. Bidder shall submit Declaration on Company Letter head stating that the agency is/has not been black listed by Central Government/State Government/any PSU in last three years (Format as per Annexure IV)

d. Bidder should be registered with Employees Provident Fund organization (EPFO) and Employees State Insurance Corporation (ESIC) under the respective Acts/Laws. Copy of registration certificate of EPF and ESI should be attached with the tender, if not registered self Declaration with reasons acceptable as per govt. rules for not registering with EPFO & ESIC.

e. Bidders should submit valid labour license with the bid. In case of non-submission of labour license undertaking should be provided on letter head stating that same shall be obtained within a month from the date of issue of work order.

1.4. Techno-commercial bid/ Cover

"Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents. <u>No price details should be given or hinted</u> <u>at in the Technical bid. **Price Bid Performa (Annexure VI) should be enclosed in** <u>separate envelop.</u></u>

#### Documents to be enclosed in "Technical Bid" envelop:

i) Number of work order / contract in similar work relating to Maintenance of Garden/ Lawn with requisite copies of documents as per tender terms;

ii) Self-Certified copies of Bank Account, PAN No. and GST registration No. (if not registered self Declaration with reasons acceptable as per govt. for not registering with GST)

iii) Declaration on Company Letter head stating that the agency is/has not been black listed by Central Government/State Government/any PSU in last three years (Format as per Annexure IV)

iv) Self Certified copy of registered with Employees Provident Fund organization (EPFO) and Employees State Insurance Corporation (ESIC)

5) Valid Labour license with the bid. In case of non-submission of Labour license undertaking should be provided on letter head stating that same shall be obtained within a month from the date of issue of work order.

# Note: Price Bid Performa (Annexure V) should be enclosed in a separate sealed envelope.

# Note: Non submission/compliance with any of the above conditions by the bidder will render the bid non eligible and shall be summarily rejected.

# 2. INSTRUCTIONS TO THE BIDDER AND TERMS & CONDITIONS

2.1 NCPOR 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.

2.2 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.

2.3 NCPOR 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.

2.4 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.

2.5 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.

2.6 Tenders super-scribing "TENDER FOR MAINTENANCEOF GARDEN/LAWNS OF NCPOR" and TENDER NUMBER on the envelope should be dropped in the tender box placed at Administrative Section at the National Centre for Polar and Ocean Research, Headland Sada, Vasco-DaGama, Goa403804 / by post must be received by "The Director, NCPOR, 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.

2.7 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.

2.8 The contractors should write in figures as well as in words the rate and amount tendered by them.

2.9 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.

2.10 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, NCPOR 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.

2.11 Tenderers shall quote the rate as in the tender format at Annexure-V. The quoted rates must be inclusive of the following;

a. Wages to be paid to the workers on minimum wages basis as notified by the Ministry of Labour and Social Justice, Government of India / Government of Goa from time to time Contribution to EPF, ESIC and BONUS as per labour laws and other statutory obligations as per prevailing labour laws.

b. 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. c. 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.

2.12 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, NCPOR on all working days during office hours.

2.13 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.

2.14 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.

2.15 The contractor has to bring all required tools and equipments like sprinklers, hosepipes, secateurs, cutters, lawns mowers and any other tools required for watering and gardening at his cost. Minimum requirements listed at Annexure-II.

2.16 Tenderer should mention all details like (office address, telephone number, fax, etc.) on their letter head.

2.17 NCPOR will notify the successful tenderer in writing by a registered letter/Fax/Email to confirm that his tender has been accepted.

2.18 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 garden- in-charge of this institute for executing the day to day works.

2.19 It will be obligatory on the part of the tenderers to sign all pages of the tender document and the same shall be considered as the part of the work order awarded.

2.20 The right of acceptance of the tender will rest with the Director, NCPOR, 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.

2.21 It is the responsibility of the contractor to maintain cleanliness and good hygienic conditions in the campus.

2.22 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 NCPOR. Confirmation to this effect should be given in the letter head of the contractor. In case the contractor has such valid license then same should be enclosed with the bid document.

#### 3. PAYMENT TERMS:-

3.1 No advance payment will be made for any work at any stage of the contract period.

3.2 Payment due to the contractor shall be raised by the contractor to the NCPOR by the 10<sup>th</sup> day of every month. Payment will be made on the basis of actual attendance of the labourers. However, the final payment shall be made to the contractor within 20 days of the submission of bill after completion of all the obligations under the contract.

3.3 100% 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 and for scope of work after satisfactory completion of the entire work.

3.4 Payments of bill shall be released only if it is accompanied by the proof of the following:

- a. Certified Attendance Sheet;
- b. 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 labourers' bank accounts;
- c. 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.
- d. 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 NCPOR along with the EPF and ESI number issued by concerned authorities.
- e. The statutory deductions like TDS, GST, etc., recovery of balance security deposit and penalty as per penalty clause, if any, will be made from the payment of bills as applicable.
- f. Proportionate amount will deducted if the contractor fails to comply with any responsibilities under the contract.
- g. If the maintenance is not carried out satisfactorily for the gardens/lawn or if the labourers are not following the instructions of NCPOR official, then the proportionate deduction in the rate will be effected in the bill for nonmaintenance 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.
- h. In case the contractor fails in fulfilling the obligations fully and in time, NCPOR 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.

#### 4. PENALTY CLAUSE: -

#### 4.1 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:-

i. Fails to provide two no's of working electrical lawn mower with high capacity collection bag for not more than 7 days in a calendar month.

ii. Fails to provide One Wood saw Chain cutting Machine.

iii. Fails to provide a working bush cutter for not more than 7 days in a calendar month.

iv. Fails to deposit the PF and ESI and payment of minimum wages as per labour Act for all the deployed maintenance personnel at NCPOR for any calendar month within first 15 days of the following month.

v. Fails to execute any work detailed in the scope of work point II. A and B in calendar month.

vi. Fail to supply garden material on monthly basis like cow dung, urea, suphala/any other mixed fertilizer, manure etc. against the supply order of NCPOR on the agreed price

#### 4.2 FOR MAINTENANCE OF OPEN AREA WITHIN THE NCPOR CAMPUS -

`20% of the total billed amount will be deducted as penalty for any of the following default:-

i. Fails to execute the awarded work as detailed in scope of work within 25 days in entirety.

ii. Fails to deploy minimum three working bush cutters on every day for eight hours until completion of the awarded work.

iii. The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund, Employees State Insurance, governing the matter/issues etc. if at any point of time it is noticed that the contractor is not meeting/violating any procedures/taxes/Acts/Rules then 20% penalty will be imposed on monthly bill.

iv. The service provider shall abide by Minimum Wages Act and credit the monthly wage on or before 7th of every month, Employees Provident Fund remittance on or before 15th of every month and Employees State Insurance remittance on or before 15th of every month, failing which 20% penalty shall be imposed on monthly bill.

During the contract period, default of any above point from A to B 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 NCPOR for the entire contract.

#### **5. WORK PERSONNEL**

- 5.1 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 Officer or any other Official as may be designated is must for this contract and failure to do so will be treated as labour not engaged/absent on work
- 5.2 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.
- 5.3 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.
- 5.4 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 NCPOR officials visit to the Garden.
- 5.5 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 Labour Department of the State Government/ Ministry of labour, Government 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.
- 5.6 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.
- 5.7 No accommodation shall be provided to workmen of the contracting agency for their stay on the campus.

#### 6. SAFETY OF THE WORKERS

- 6.1 The contractor shall be responsible for and shall pay any compensation to his workmen under the Workmen's compensation Act 1923 for injuries caused to the workmen.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 When work is carried out in proximity to any place where there is risk of drawing all necessary equipment.
- 6.6 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.

#### 7. LABOUR ACT

- 7.1 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.
- 7.2 The contractor shall pay minimum wages as prescribed by the Ministry of Labour, Government of India/State Government from time to time to the workmen employed by him.
- 7.3 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.
- 7.4 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.
- 7.5 The contractor shall indemnify NCPOR of all the obligation arising out of the labour laws and regulation applicable. There shall not be any Employer and employee relation between the workers and the Institution (NCPOR).

#### 8. BID SECURITY / PERFORMANCE SECURITY DEPOSIT

#### 8.1 EMD/ BID SECURITY

i. An amount of Rs 60,000/- shall be deposited as Bid Security / EMD along with the tender document in the form of Demand Draft Payable to "Director, NCPOR", Payable at Goa.

ii. Micro and Small Enterprises (MSEs) shall be required to submit Declaration in lieu of Bid Security as per format given in Appenxure VI which shall be enforced in situation mentioned therein. Valid MSME certificate must be provided along with the technical bid.

iii. 100% of EMD/Bid Security Deposit of the tenderer shall be forfeited to NCPOR to any other rights or remedies under the following circumstances: -

(a) Withdraw / amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or

(b) Being notified within the bid validity of the acceptance of our bid by the Procuring Entity:

(i) Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.

(ii) Fail or refuse to sign the contract.

#### 8.2 PERFORMANCE SECURITY

i. Successful bidder shall deposit an amount equal to 3 percent of the contract value as a performance Security deposit within 15 days from the award of contract.

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 commence the work within the specified time period.

v. If, after commencement of the work the quality of the work output is not of the desired standards (quality shall be assessed by the designated officer(s) of NCPOR and their report shall be binding).

f. No interest shall be payable by NCPOR on the Security Deposit.

g. 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 will/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 NCPOR 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.

### 9. 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 scope of work. The Administrative 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 NCPOR shall be final and binding on the contractor in such manner. The contract may be terminated by the Director, NCPOR at any time if the work is found to be of substandard or unsatisfactory or there is any violation of the tender terms and conditions and 100% security deposit will stand forfeited.

#### **10. DAMAGES TO GOVERNMENT PROPERTY**

- 10.1 Compensation for all damages done intentionally or unintentionally by contractor/contractor's workmen whether in or beyond the limits of Government property including any damage caused by spreading of fire, shall be estimated by the designated officer(s) subject to the decision of the Director, NCPOR, 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.
- 10.2 The contractor shall be responsible for making good the damages done to the existing property or work during construction by his men.

# **11. CLAIMS**

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

# **12. 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
- Register of Workman Employed by the Contractor

• Any other records to be maintained under various act as applicable Material Register.

• Any other record as applicable under various labour act(s).

• 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 every day. Daily submission of attendance record/ muster roll of staff on garden maintenance work duly counter signed by Administrative In-charge / Authorized officer is must for this contract and failure to do so will be treated as labour not engaged/absent on work

# **13. OTHER CONDITIONS**

- 13.1 The contractor shall not sublet or assign his contract to others.
- 13.2 Except where otherwise specified in the contract the decision of the Director, NCPOR, 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.
- 13.3 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 NCPOR shall issue a notice to the contractor to this effect, and the work order stand cancelled.
- 13.4 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, NCPOR, Goa, will be final in this regard without prejudice to any other rights or remedies whatsoever.
- 13.5 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.
- 13.6 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.
- 13.7 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.
- 13.8 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.
- 13.9 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.

- 13.10 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.
- 13.11 In case of any dispute on any matter the same will be referred to Director, NCPOR and his decision will be final and binding on all the parties. I. During currency of contract, if any legal disputes arise, will be subject of jurisdiction of State of Goa only.

#### SCOPE OF WORK

1. MAINTENANCE OF GARDEN/LAWNS AND HEDGES FOR ALREADY DEVELOPED AREA OF 11,200 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, INTERCULTURE, SOIL/MANURE FILLING ETC.

The service provider is required to do the following towards maintennce of 11,200 sqmt of developed lawn: -

- a) 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.
- b) 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.
- c) Water required for carrying out the work will be supplied by NCPOR through the existing water supply network. Required pipes and adjustable sprinkler to be assessed and provided by the service provider.
- d) Daily weeding, cleaning and removing dry leaves from the garden/lawns.
- e) Protection against and control of insects, pests and diseases by spraying insecticides, fungicides etc. once in every month.
- f) 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 NCPOR to maintain the grass height not exceeding two inches from ground, so as not to allow grass to grow wild.
- g) Trimming and replacing spoiled patches of lawns with fresh grass of same nature.
- h) Trimming of tree branches within the campus of NCPOR at least twice a year or as per instructions of designated Officer(s) of NCPOR.
- i) Plucking of coconuts from the coconut trees & other fruits and handover to Administrative Division, NCPOR.
- j) Digging and Planting of hedges from the already developed hedges stalk in rainy season for 800 meters.

- k) Cleaning and cutting of hedges and shrubs regularly (not exceeding 15 days) and as per the instructions of the designated officer(s) of NCPOR to maintain there required height from ground, so as not to allow hedges shrubs to grow wild.
- l) Hoeing operation of shrubs and hedge plants once in a month to loosen the soil.
- m) 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.
- n) 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 NCPOR within the campus immediately on the same day.
- o) Surrounding five meter area of the NCPOR buildings and quarters and all the pathways should be cleaned by removing wild growth and grass by using bush cutter to the ground level every 10 days and/or as per the instructions of the designated officer(s) of NCPOR.
- p) Within three months of award of contract potted soil to be replaced with new soil by mixing cow dung and manure. NCPOR shall supply the required soil, cow dung and manure.
- q) 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.
- r) From June-September the following (minimum) should be applied by mixing for lawns/garden and hedges.
  - i) Manure minimum 70 Kg
  - ii) Fertilizers/Urea minimum 30 Kg
  - iii) Suphala or equivalent minimum 30 Kg
  - iv) Cow dung minimum 85 kg
- s) The supply report of the above has to be provided to Administrative Officer, after getting the security checks.
- t) The service provider should assess and deploy required manpower 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 14.00 hrs to 18.00 hrs except on Sundays.

Sl. 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) (5)	8	
3	Garden Worker	Unskilled (Female) (3)		
	Total			

- u) 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.
- v) 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.
- w) The contractor within 10 days from the award of contract should notify to Administrative Officer the list of the labourers to be deployed for work at NCPOR with the relevant details. 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.
- x) The Contractor shall maintain the Minimum Wage Rules set by the Ministry of Labour, Government of India / Government of Goa. The Contractor will make payment to his staff engaged in NCPOR as per the minimum wage rates for these categories, as specified from time to time by the Labour commissioner (Centre/State) and follow the Contract Labour Act, 1970 and Rules 1971 in this respect.
- y) 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 NCPOR indemnified of any action brought against it for any violation/noncompliance 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 NCPOR and its authorized representative shall be entitled to inspect all such

records at any time. The copies of all the relevant payments made to fulfill all the statutory requirement should be provided to NCPOR on monthly basis.

z) 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 NCPOR. 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.

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

2. MAINTENANCE OF POTTED PLANTS: Total Qty 650 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.

The service provider is required to do the following: -

- a) Alternate day watering of plants inside and outside the buildings.
- b) Monthly application of manures and fertilizers, spraying of insecticides and pesticides, weeding, and cleaning of dry leaves, pruning and light digging of soil.
- c) Weekly rotation of plants inside and outside the buildings and positioning rest of the potted plants at plant yard.
- d) The pots and plants will be supplied by NCPOR; the planting would be the responsibility of the service provider.
- e) 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.
- f) 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.

# 3. MAINTENANCE OF THE OPEN AREA WITHIN THE NCPOR CAMPUS: TOTAL AREA-40,000 SQMT (minimum twice in a year)

The service provider is required to do the following: -

a) Cutting/clearing (06 inches height level from ground)of wild growth, shrubs bushes, wild vegetation ideally TWICE IN A YEAR and/or as per the instructions of the designated officer(s) of NCPOR and dispose at the place identified by NCPOR within the campus in a proper manner.

b) The first cutting should start from 15th September of the calendar year and should be completed within 15 days. The second cutting (if required) should start on 15th December of the Calendar year and should be completed within 15 days. The cutting/clearing dates may vary as per the instructions of the designated officer(s) of NCPOR.

c) 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.

d) The already engaged labour for routine maintenance work at NCPOR should not be used for above work. e. NCPOR may decide any further requirement of cutting during the contract period on pro rata basis. f. The quantity may vary, however, for the increased quantity, if any, pro-rata rate will be applied.

#### **ANNEXURE-II**

# BIDDERS PAST EXPERIENCE TO BE PROVIDED IN THE PROFORMA GIVEN BELOW BY THE BIDDER

The bidder should have executed minimum work order / contract as per **<u>eligibility criteria (ref.</u> <u>point 1 1.3(a)</u>** of the terms and condition of the tender document relating to mechanical lawn development or maintenance of garden/lawn services during last 5 (Five) years ending 31st March 2020 in Govt./ PSU/ Govt. Autonomous Bodies /Reputed Organizations.

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

Sl.	Scope of Organization work		Period		Value	Work Order /complete	Whether work
No.			From	То	Rs.	certificate copy attached with indicating page No. in the bid	Performed is for Govt. Dept./ Reputed Private Firm/ Autonomous
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 NCPOR. 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-III

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

Sr. No	Particulars	Qty
	Electric Lawns Mowers with high capacity collection bags	
1	having excellent work condition.	02 Nos
2	Long Hose Pipe for watering	300 Meter
3	Sprinklers	12 Nos
	Bush Cutter having excellent work condition with full tank	
4	of fuel and to be refilled as per requirement.	03 Nos
5	Wood Saw Chain cutting machine with Fuel	01 Nos
6	Axe	03 Nos
7	Wheel Barrow	02 Nos
8	Weeder Fork	
9	Twist Fork	
10	Pruning Shear	
11	Hedge Shear	As per
12	Grass Shear	Requirement
13	Pruning Saw	Requirement
14	Ное	
15	Garden Tool Kit	
16	Digging Fork and Spade	
17	Insecticide Sprayer	

(Signature of the Bidder)

#### ANNEXURE-IV

#### "UNDERTAKING REGARDING BLACKLISTING / NON - DEBARMENT"

To,

The Director National Centre for Polar and Ocean Research Headland Sada, Vasco-da-Gama Goa- 403804

I/We hereby confirm and declare that undersigned/we, M/s \_\_\_\_\_\_, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which I/we have Executed/ Undertaken the works/ Services during the last 5 years.

Authorised Signatory

Date:

#### Annexure-V

#### PRICE BID FORM

The Charges for Providing of Gardening services are to be quoted in the below table. The rate quoted by the bidder shall be deemed to be all inclusive for execution of work. 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.

		Description			Amount in Rs					
	SL No	(Scope as per "Scope of Work" of the tender)	Unit	Quantity	Unit rate Per Month	Rate Per Month (D) x (E)	Total amount for 12 Months (F) X 12			
PART A	(A)	(B)	(C)	(D)	(E)	(F)	(G)			
	1	Maintenance of Lawns, Hedges/Bordering Plants, Ornamental/ Flower Plants, Road side and Compound Wall areas, Grasses of entire campus etc.	Square meter	11,200						
	2	Maintenance of Potted Ornamental Plants as per Scope of Work	Number	650						
	<u> </u>	Total rate in figure:								
		Tax amount if any ( % of taxes applied to be indicated)								
					Am	ount of tax, if any (in figures)				
						Total (PART A)				
	SL No	Description (Scope as per "Scope of Work" of the tender)	Unit	Quantity	Per Sqm rate for one time maintenance	Total cost for one time maintenance (D)x(E)	Total charges for two times maintenance in a year 2 x (F)			
	(A)	(B)	(C)	(D)	(E)	(F)	(G)			
PART B	1	Maintenance of open area (Wild Grass Cutting)	Square meter	40,000						
			%							
	1	GRAND TOTAL (PART A + PART B)								

Signature of Bidder With Name, Address with rubber stamp

# FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY (To be submitted on the Bidder's Letter Head)

I/We ......(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for ......(Insert Title of the Tender) (Tender No......), thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the Tenders invited by National Centre for Polar and Ocean Research, for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

- a) If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- b) If after the award of work, I/We fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

Signature of the Bidder with seal