

TENDER DOCUMENT

FOR

Procurement of Garden Services

INDIAN INSTITUTE OF TROPICAL METEOROLOGY
(An Autonomous Institute of the Ministry of Earth Sciences,
Govt. of India)
Dr. Homi Bhabha Road, Pashan,
PUNE - 411008

INDIAN INSTITUTE OF TROPICAL METEOROLOGY
(An Autonomous Institute of the Ministry of Earth Sciences, Govt. of India)
Dr. Homi Bhabha Road, Pashan, PUNE-411008

Tel (O): 020-25904200 Fax : 020-25865142 E-mail: admin@tropmet.res.in Website: www.tropmet.res.in

Invitation for Bids / Notice Inviting Tender

Date: 07-01-2017

Indian Institute of Tropical Meteorology is an esteemed Autonomous Institute working under Ministry of Earth Science, Govt. of India. It is a premiere research Institute doing research on the Ocean-Atmosphere Climate System required for improvement of Weather and Climate Forecasts. It generates scientific knowledge in the field of meteorology and atmospheric sciences that has potential application in various fields such as agriculture, economics, health, water resources, transportation, communications, etc. It functions as a national centre for basic and applied research in monsoon meteorology. The Director, IITM would like to outsource following Services for Institute's day-to-day activities by inviting offers / bids. The required Scope of work is given in Chapter 3 appended herewith.

| Sr. No. | Tender No. | Brief Description of Services | Quantity | Single / Two Bid |
|---------|---------------------|--------------------------------|---------------------------|------------------|
| 1 | IITM/GA/142/01/2017 | Procurement of Garden services | As mentioned in Chapter 3 | Two |

- Tender documents can be downloaded from e-procurement web site <http://www.eprocure.gov.in> or from Institute web site <http://www.tropmet.res.in>.
- The address for submission of bids and for obtaining further information:
 Senior Manager
 Indian Institute of Tropical Meteorology,
 Dr. Homi Bhabha Road, Pashan,
 PUNE-411008. Tel (O): 020-25904200 Fax : 020-25865142
- A Pre-bid Conference will be held as per schedule mentioned below. All prospective bidders are requested to kindly submit their queries to the address indicated above so as to reach the Senior Manager at least one day before Pre-Bid Conference.

| Date & Time | Venue |
|--|--|
| 12th Jan 2017 1500 hrs (IST) | Indian Institute of Tropical Meteorology, Pune |

- The Bid prepared by the Bidder shall include the following:-

| | |
|-----|--|
| i) | Bid Security / EMD of Rs. 1, 00, 000/- (Rs. One lakh only) |
| ii) | Tender document fee Rs. 1000/- (Rs. One thousand only) [Non Refundable] by demand draft drawn in the favour of The Director, IITM Pune |

- All bids must be accompanied by a Bid Security and Tender Fee as specified above and must be delivered to the above office before the date and time indicated below. In the event of the date specified for bid receipt is declared as a closed holiday, the due date for submission of bids will be the following working day at the appointed time.
- The Schedule for Submission of Bids is as follows:-

| | Date | Time in hours (IST) | Submit to / Venue |
|---------------------------|--------------------------------------|-----------------------|--------------------------------|
| Submission of Bids | 23rd January, 2017 | Upto 1700 hrs. | As detailed at Sr. No.2 |
| Opening of Bids | 24th January, 2017 | 1100 hrs | |

- The Director, Indian Institute of Tropical Meteorology, Pune reserves the right to accept or reject any or all bids / offers either in part or in full or to split the work order without assigning any reasons there for.

CONTENTS OF TENDER / BIDDING DOCUMENT

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LIST OF SHORT FORMS AND FULL FORMS

| SHORT FORM | FULL FORM |
|------------|---|
| BG | BANK GUARANTEE |
| BS | BID SECURITY |
| EMD | EARNEST MONEY DEPOSIT |
| ESIC | EMPLOYEES STATE INSURANCE CORPORATION |
| GCC | GENERAL CONDITIONS OF CONTRACT |
| GOI | GOVERNMENT OF INDIA |
| IPC | INDIAN PENAL CODE |
| ISO | INTERNATIONAL ORGANISATION FOR STANDARDISATION |
| IST | INDIAN STANDARD TIME |
| IT | INCOME TAX |
| ITB | INSTRUCTIONS TO BIDDERS |
| IITM | INDIAN INSTITUTE OF TROPICAL METEOROLOGY |
| NIT | NOTICE INVITING TENDER |
| PS | PERFORMANCE SECURITY |
| PPF | PUBLIC PROVIDENT FUND |
| SCC | SPECIAL CONDITIONS OF CONTRACT |
| HACPL | HIGH ALTITUDE CLOUD PHYSICS LABORATORY |
| SA | SOCIAL ACCOUNTABILITY |
| OHSAS | OCCUPATIONAL HEALTH AND SAFETY ASSESSMENT SPECIFICATION |

CHAPTER 1 - INSTRUCTIONS TO BIDDERS - TABLE OF CONTENTS

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A. Introduction

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Contracting Institute. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

1.1 Eligible Bidders

- 1.1.1. This Invitation for Bids is open to all firms providing Garden services as given in Scope of Work Chapter 3.
- 1.1.2. In addition the bidder should fulfil eligibility criteria as specified in Chapter 4 (Clause 4.1)

1.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Contracting Institute", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 Fraud and corruption

- 1.3.1. The Contracting Institute requires that the bidders and contractors observe the highest standard of ethics during the execution of such contracts. In pursuit of this policy, the following are defined:

| Sr. No. | Term | Meaning |
|---------|---------------------|--|
| (a) | Corrupt practice | The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution. |
| (b) | Fraudulent practice | A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract. |
| (c) | Collusive practice | Means a scheme of arrangement between two or more bidders, with or without the knowledge of the Contracting Institute, designed to establish bid prices at artificial, non-competitive levels. |
| (d) | Coercive practice | Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract. |

- 1.3.2. The Contracting Institute will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

1.4 Bidder's Responsibilities

- 1.4.1 The Bidder is responsible for the following:
 - (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) if made available.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOI/State Governments or any of its agencies, offices, corporations or autonomous bodies .
 - (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

- (g) Authorizing the Head of the Contracting Institute or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture.
- (i) The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- (j) It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Contract; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this service contract.
- (k) The Contracting Institute shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the Contracting Institute.
- (l) Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations which may affect this Contract in any way.
- (m) The Bidder should note that the Contracting Institute will accept bids only from those that have paid BS/EMD and the non refundable tender fee for the Bidding Documents at the office indicated in the Invitation to Bid.
- (n) Complying with existing labour laws & standards.

B. The Bidding Documents

1.5 Cost of Bidding Documents

- 1.5.1 The Tender documents are to be downloaded from our Website www.tropmet.res.in or from e-procurement web site <http://www.eprocure.gov.in> . Tender Document fee is as specified in NIT.

1.6 Content of Bidding Documents

- 1.6.1 The Services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into Five Chapters.
- 1.6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.
- 1.6.3 Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

1.7 Clarification of bidding documents

1.7.1 In case when there is NO PRE-BID CONFERENCE

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Contracting Institute in writing at the Contracting Institute's address specified in the Special Conditions of Contract (SCC). The Contracting Institute will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the due date for submission of bids. The Contracting Institute shall host the response on its website, including a description of the inquiry but without identifying its source. Should the Contracting Institute deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **Clause 1.8** relating to amendment of bidding

documents and **Clause 1.17** relating to Due date for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the Contracting Institute for the benefit of the prospective bidders who are expected to take cognizance of the same before formulating and submitting their bids.

1.7.2 In case when there is PRE-BID CONFERENCE

- a) A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Contracting Institute in writing at the Contracting Institute's address specified in the Special Conditions of Contract (SCC), latest by the date specified in the Invitation for Bids / NIT which would be deliberated as per **Clause 1.7.2 (b)** of Instructions to the Bidders. No request for clarification or query shall normally be entertained after the **Pre-Bid Conference**. Should the Contracting Institute deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **Clause 1.8** relating to amendment of Bidding Documents and **Clause 1.17** relating to Due Date for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the Contracting Institute for the benefit of the other prospective bidders.
- b) A Pre-bid Conference shall be held as indicated in Invitation to Bid. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate IITM for proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries (with envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference") so as to reach IITM as indicated in Invitation to Bid. IITM shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. These proceedings will become a part of clarifications / amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would also be hosted on IITM website www.tropmet.res.in for the benefit of all the prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the IITM website after the Pre-bid Conference, in order to enable them take cognizance of the changes made in the bidding document.
- c) Any Statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is made part of clarification proceeding of Pre-Bid Conference.

1.8 Amendment to Bidding Documents

- 1.8.1 At any time prior to the due date for submission of bids, the Contracting Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 1.8.2 All prospective bidders who have down loaded the Tender Document should surf our website from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the website of the Contracting Institute and all prospective bidders are expected to surf the website before formulating and submitting their bids to take cognizance of the amendments.
- 1.8.3 In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Contracting Institute, at its discretion, may extend the due date for the submission of bids and host the changes on the website of the Contracting Institute.

C. Preparation of bids

1.9 Language of Bid

- 1.9.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Contracting Institute, shall be written in English language only

especially when the details are technical. However, if GOI makes it mandatory under Rajbhasha Abhiyan, in that case views of Rajbhasha unit of IITM may be sought.

- 1.9.2 The bidder shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Contractor.

1.10 Documents Comprising the Bid

- 1.10.1 The bid prepared by the bidder shall include the following as per the requirement of the Tender Document:

| | |
|---|--|
| a | BS/EMD and Tender fees as specified in the Invitation to Bids |
| b | Bid Form |
| c | Documents required to fulfilling Eligibility & Qualification criteria and other requirements as specified in Chapter-4 and forms as per Chapter 5. |

The documents comprising bid should be submitted in the **above sequence in orderly manner**.

1.11 Bid form

The bidder shall complete the Bid Form (Chapter -5, Annexure-B) as furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form shall be submitted with the bidding documents.

1.12 Bid Prices

- 1.12.1 The Bidder shall indicate in the price bid (Chapter 5 Annexure-L) the Contractor charges of the services, it proposes to provide under the contract. Contractor charges shall be in rupees payable to the contractor under the contract.
- 1.12.2 The Contractor charges quoted shall remain fixed during the contract period and shall not vary on any account.
- 1.12.3 The quotation should be only in Indian Rupees only.
- 1.12.4 Govt. Dues like central Service Tax, ESIC/ PPF rate shall be paid at actual rates applicable on the date.
- 1.12.5 All payments due under the contract shall be paid after deduction of statutory levies at source i.e. TDS as applicable.

1.13 Bid Security (BS) / Earnest Money Deposit (EMD)

- 1.13.1 Bids submitted without BS/EMD will stand rejected. BS/EMD will not be accepted in the form of cash / cheque or any other form other than DD/Bank Guarantee as per as per BG format at Chapter 5 Annexure-D). No interest is payable on BS/EMD.
- 1.13.2 The bid security shall be in Indian Rupees in one of the following forms at the bidders option:

| | |
|-----|---|
| (a) | A Bank Guarantee (BG) issued by a Nationalized / Scheduled bank in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid |
| (b) | A Bankers cheque or demand draft in favour of " Director, IITM " issued by any Nationalized / Scheduled Indian bank . |

- 1.13.3 The bid security is required to protect the Contracting Institute against the risk of Bidder's conduct, which would warrant the Bid security's forfeiture.
- 1.13.4 The bid security shall be payable promptly upon written demand by the Contracting Institute in case the conditions listed in the **ITB clause 1.13.9** are invoked.
- 1.13.5 The bid security should be submitted in its original form. Copies shall not be accepted.

- 1.13.6 The Bid Security of unsuccessful bidder will be discharged / returned / refunded as promptly as possible but positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.
- 1.13.7 The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest. Alternatively, the BS could also be adjusted against Performance Security, if it is paid through Demand Draft / Bankers cheque.
- 1.13.8 In case a bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security. The bidder should submit fresh BS within three days of tender opening. In case the bidder fails to submit BS within three days, its bid will stand rejected and it will not be considered for technical evaluation. If the fresh bid security is submitted then BS in financial bid shall be returned on opening of financial bids.
- 1.13.9 The bid security may be forfeited:

| | |
|-----------|--|
| (a) | If Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; |
| OR | |
| (b) | In case of successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and / or fails to furnish Performance Security within 21 days from the date of contract / order. |

- 1.13.10 Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Contracting Institute with a covering letter to compare with the original BG for the correctness, genuineness, etc.

1.14 Period of Validity of Bids

- 1.14.1 Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Contracting Institute. A bid valid for a shorter period shall be rejected by the Contracting Institute as non-responsive.
- 1.14.2 In exceptional circumstances, the Contracting Institute may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 1.14.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.15 Format and Signing of Bid

- 1.15.1 The bids may be submitted as Single-bid or Two-bid as specified in the Invitation for Bids / NIT.
- 1.15.2 In case the bids are invited on single bid basis, then the Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 1.15.3 In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts in two separate envelopes. First part shall contain Technical bid comprising all documents listed under **Chapter 4 Clause No. 4.1.2 and 4.2.1** relating to Documents Comprising the Bid excepting price bid form. The second part shall contain the Price-Bid comprising Price Bid Form. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate for both bids (parts).

- 1.15.4 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed and stamped by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- 1.15.5 Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

D. Submission and sealing of Bids

1.16 Submission, Sealing and Marking of Bids

- 1.16.1 The bidders may submit their duly sealed separate bids, generally by post or by hand.
- 1.16.2 In case of Single bid system, it constitute of any one part having Document comprising bids as **Clause 1.10** i.e. including Price Bid form.
- 1.16.3 The Bidder shall furnish, as part of its bid, Tender Fee and Bid security (BS) / Earnest Money Deposit (EMD) of amount as specified in NIT in the form of a Bank Guarantee / Demand Draft drawn on any Scheduled / Nationalized Bank in favour of the Director, Indian Institute of Tropical Meteorology, Pune.
- 1.16.4 **Sealing of Bids in the case of bids invited on Single Bid basis:**
The Bidder shall mark the Bids as "original" and "copy". The original and copy Bids shall then be sealed in an envelope.
- 1.16.5 **Sealing of Bids in the case of bids invited on Two bid basis:**
- a) Technical Bid should contain documents as listed in **Clause 1.10.1** without mentioning Prices on Bid Form. The Bidder shall seal the original Bid and copy Bid, duly marking the Bids as "original" and "copy". The original and copy Bids shall then be sealed in the **First Envelope** and marked as **Technical Bid**.
 - b) Price Bid should contain Price Bid Form with Contractor charges filled in. Price Bid should be sealed in the **Second Envelope** and marked as **Price Bid**.
 - c) Two sealed envelopes (Technical and Price Bids) should be placed in the main envelope.
- 1.16.6 **Marking of Envelopes:**
- a) The inner and outer envelopes shall be addressed to the Contracting Institute as indicated in the Special Conditions of Contract (SCC).
 - b) The name and address of the bidder, Tender No., due date and a warning "Do not open before _____" to be completed with the time and date as specified in the invitation for bids.
 - c) All envelopes should be super scribed with
 - Tender Number: _____
 - Due Date _____ Time _____
 - Name of the Vendor _____
 - Addressed To:
The Director
Indian Institute of Tropical Meteorology,
Dr. Homi Bhabha Road, Pashan,
PUNE - 411008. (MAHARASHTRA)- INDIA
- 1.16.7 If the outer envelope is not sealed and marked as required above, the Contracting Institute will assume no responsibility for the bid's misplacement or premature opening of the submitted bid. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Senior Manager before expiry of the due date and time of opening of the bids.

1.16.8 Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened Price Bid would be sealed immediately by the Tender Opening Committee without disclosing the price.

1.17 Due date for Submission of Bids

1.17.1 Bids must be received by the Contracting Institute at the address specified in NIT not later than the time and date specified in NIT. In the event of the specified date for the submission of Bids being declared a holiday for the Contracting Institute, the Bids will be received up to the appointed time on the next working day.

1.17.2 The Contracting Institute may, at its discretion, extend the due date for submission of bids by amending the bid documents in accordance with **Clause 1.8** relating to Amendment of Bidding Documents in which case all rights and obligations of the Contracting Institute and previous subject to the due date will thereafter be subject to the due date as extended.

1.18 Late Bids

1.18.1 Any bid received by the Contracting Institute after the due date for submission of bids prescribed by the Contracting Institute will be rejected. It is responsibility of the bidder to ensure timely delivery of bid to contracting Institute and no reasons for delay shall be entertained.

1.18.2 Late tenders shall be marked as delayed/ late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.

1.19 Withdrawal, substitution and Modification of Bids

1.19.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with **ITB Clause 1.16** duly signed by an authorized representative, and shall include a copy of the authorization in accordance with **ITB Clause 1.15.4** (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

| | |
|-----|--|
| (a) | Submitted in accordance with ITB Clauses 1.15 and 1.16 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION"; and |
| (b) | Received by the Contracting Institute prior to the due date prescribed for submission of bids, in accordance with ITB Clause 1.17 |

1.19.2 Bids requested to be withdrawn in accordance with **ITB Clause 1.19.1** shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the due date for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

E. Opening and Evaluation of Bids

1.20 Opening of Bids by the Contracting Institute

1.20.1 The Contracting Institute will open all bids one at a time in the presence of bidders' authorized representatives who choose to attend, as per the schedule given in Invitation for Bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Contracting Institute, the Bids shall be opened at the appointed time and location on the next working day. In case of two-bid, the Price bid of technically qualified shall be opened only after technical evaluation.

1.20.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall

be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

- 1.20.3 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Contracting Institute, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the price bid form would however be announced only at the time of opening of Price Bids in the case of two-bid system.
- 1.20.4 Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.
- 1.20.5 Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the Contracting Institute at the time of bid opening.

1.21 Confidentiality

- 1.21.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract.
- 1.21.2 Any effort by a Bidder to influence the Contracting Institute in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.22 Clarification of Bids

To assist in the examination, evaluation, comparison and post qualification of the bids, the Contracting Institute may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the Contracting Institute. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the Contracting Institute shall not be considered.

1.23 Preliminary Examination

- 1.23.1 The Contracting Institute shall examine the bids to confirm that all documents and technical documentation requested in **ITB Clause 1.10** have been provided, and to determine the completeness of each document submitted.
- 1.23.2 The Contracting Institute shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender document. The bidders, who do not meet the basic requirements, will be treated as non-responsive and rejected. The following are some of the important points, for which a tender may be declared as non-responsive and will be rejected, during the initial scrutiny:

| | |
|------|--|
| i | The Bid is unsigned |
| ii | The Bidder is not eligible |
| iii | Bidder has not paid Tender Fee |
| iv | The Bid validity is shorter than the required period |
| v | Bid is without BS/EMD of required amount |
| vi | Bidder has not agreed to give the required performance security |
| vii | The bidder has not agreed to some essential condition(s) incorporated in the tender. |
| viii | Bid Form is not in accordance with ITB Clause1.11 |

1.24 Responsiveness of Bids

1.24.1 Prior to the detailed evaluation, the Contracting Institute will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without any deviations, reservations or omissions. Any deviation, reservation or omission is one that:

| | |
|-----|---|
| (a) | affects in any substantial way the scope, quality, or performance of the Services specified in the Tender; OR |
| (b) | limits in any substantial way, inconsistent with the Bidding Documents, the Contracting Institute’s rights or the Bidder’s obligations under the Proposed Contract; OR |
| (c) | if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids. |

1.24.2 The Contracting Institutes’ determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1.24.3 If a bid is not substantially responsive, it will be rejected by the Contracting Institute and may not subsequently be made responsive by the Bidder by correction of any deviation, reservation or omission.

1.25 Non-Conformity, Error and Omission

1.25.1 Provided that a Bid is substantially responsive, the Contracting Institute may waive any non-conformities or omissions in the Bid that do not constitute any material deviation.

1.25.2 Provided that a bid is substantially responsive, the Contracting Institute may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request in reasonable time may result in the rejection of its Bid.

1.25.3 Provided that the Bid is substantially responsive, the Contracting Institute shall correct arithmetical errors on the following basis:

| | |
|-----|---|
| (a) | if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Contracting Institute there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected; |
| (b) | if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and |
| (c) | if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. |

1.25.4 Provided that a bid is substantially responsive, the Contracting Institute may request that a bidder may confirm the correctness of arithmetic errors as done by the Contracting Institute

within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

1.26 Examination of Terms & Conditions, Technical Evaluation

- 1.26.1 The Contracting Institute shall examine the Bid to confirm to all terms and conditions specified in the GCC, the SCC and scope of work have been accepted by the Bidder without any deviation or reservation.
- 1.26.2 The Contracting Institute shall evaluate the technical aspects of the Bid submitted in accordance with **Clause 1.10**, to confirm that all requirements specified in Chapters 3 & 4 of the Bidding Documents have been met without any deviation or reservation.
- 1.26.3 If, after the examination of the terms and conditions and the technical evaluation, the Contracting Institute determines that the Bid is not substantially responsive in accordance with **ITB Clause 1.24**, it shall reject the Bid.
- 1.26.4 Technical evaluation shall be carried out based on the criteria given in **Chapter 4**.

1.27 Evaluation and comparison of bids

- 1.27.1 The Contracting Institute shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.27.2 The Contracting Institute shall compare all substantially responsive technically qualified bids to determine the lowest evaluated bid, in accordance with Price Bid evaluation criteria given in Chapter 4.
- 1.27.3 To evaluate a bid, the Contracting Institute shall only use all the factors, methodologies and criteria defined in **Chapter 4**. No other criteria or methodology will be used.

1.28 Contacting the Contracting Institute

- 1.28.1 Subject to **ITB Clause 1.21**, no Bidder shall contact the Contracting Institute on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.28.2 Any effort by a Bidder to influence the Contracting Institute in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.29 Post qualification

- 1.29.1 In the absence of pre-qualification, the Contracting Institute will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **Chapter 4**
- 1.29.2 The determination will take into account the Eligibility & Qualification criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's eligibility & qualifications submitted by the Bidder, as well as such other information as the Contracting Institute deems necessary and appropriate.
- 1.29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

F. Award of contract

1.30 Negotiations

- 1.30.1 Normally, there shall not be any negotiation. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations, shall be treated at par with negotiations.

1.31 Award Criteria

Subject to **ITB Clause 1.33**, the Contracting Institute will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

1.32 Contracting Institute's right to vary Quantities at Time of Award or at later stage of contract

The Contracting Institute reserves the right at the time of Contract award to increase or decrease the number of manpower originally specified in the Chapter 3 without any change in unit price, Contractor charges or other terms and conditions.

1.33 Contracting Institute's right to accept any Bid and to reject any or all Bids

The Contracting Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.34 Notification of Award

1.34.1 Prior to the expiration of the period of bid validity, the Contracting Institute will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate work order shall follow through post.

1.34.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.

1.34.3 Upon the successful Bidder's furnishing of the signed Contract and Performance Security pursuant to **ITB Clause 1.37**, the Contracting Institute will promptly notify each unsuccessful Bidder and discharge its bid security.

1.35 Signing of Contract

1.35.1 Promptly after notification, the Contracting Institute shall send the successful Bidder the Work Order.

1.35.2 Within twenty-one (21) days of date of the Work Order, the successful Bidder shall enter into Contract Agreement as per **Chapter 5, Annexure-K**.

1.36 Order Acceptance

1.36.1 The successful bidder should submit Order acceptance within 15 days from the date of issue of Work Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to **ITB Clause 1.13.9**.

1.36.2 The order acceptance must be received within 15 days. However, the Contracting Institute has the powers to extend the time frame for submission of order acceptance and submission of Performance Security (PS). Even after extension of time, if the order acceptance / PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

1.37 Performance Security

Within 21 days of receipt of the notification of award / Work Order as per the **GCC Clause 2.8**, the Contractor shall furnish Performance Security for the amount specified in SCC, valid for the period of the contract.

CHAPTER 2

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GENERAL CONDITIONS OF CONTRACT

2.1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

| Sr. No. | Words Expressions | Meaning |
|---------|------------------------|---|
| (a) | Contract | The Contract Agreement entered into between the Contracting Institute and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. |
| (b) | Contract Documents | The documents listed in the Contract Agreement, including any amendments thereto. |
| (c) | Contract Price | The price payable to the Bidder as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. |
| (d) | Day | Calendar day |
| (e) | Completion | The fulfilment of the Related Services by the Bidder in accordance with the terms and conditions set forth in the Contract. |
| (f) | GCC | The General Conditions of Contract. |
| (g) | Goods | All of the commodities, raw material, machinery and equipment, and/or other materials that the Bidder is required to supply to the Contracting Institute under the Contract |
| (h) | Services | The services that the Bidder is required to provide to the Contracting Institute under the Contract and any other such responsibilities, liabilities & obligations of the Bidder under the Contract. |
| (i) | SCC | The Special Conditions of Contract. |
| (j) | Subcontractor | Any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Bidder. |
| (k) | Contractor/ Contractor | Any natural Person, Private or Government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Contracting Institute and is named as such in the Contract Agreement. |
| (l) | Contracting Institute | Indian Institute of Tropical Meteorology (IITM) or any of its constituent laboratory situated at any designated place in India specified in SCC |
| (m) | Places of work | The places named in the SCC where Garden services are to be provided |
| (n) | Bidder | Any natural person, private or government entity, or a combination of the above who is eligible to bid for the contract. |
| (o) | Contractor Charges | Administrative charges (in Rupees) per month payable to the contractor under the contract. |

2.2 Contract Documents

2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

2.2.2 Successful bidder shall have to enter into Contract Agreement on Rs.1000/- non judicial stamp paper within 21 days of placement of Work Order.

2.3 Fraud and Corruption

The Contracting Institute requires that bidders, contractors and consultants, if any, observe the highest standard of ethics during the execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

| | | |
|-----|---------------------|---|
| I | Corrupt practice | The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution |
| II | Fraudulent practice | A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract |
| III | Collusive practice | A scheme of arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels |
| IV | Coercive practice | Harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution process of a contract |

- (b) The Contracting Institute will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

2.4 Joint Venture, Consortium or Association/Amalgamation/Acquisition, Indemnity etc.

If the Bidder is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Contracting Institute for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Contracting Institute.

2.4.1 Amalgamation/Acquisition etc.

In the event the Bidder proposes for amalgamation, acquisition or sale its business to any firm during the contract period, the Buyer/Successor of the Principal Company is liable for execution of the contract and also fulfilment of contractual obligations. You may confirm this condition while submitting the bid.

2.4.2 Indemnity Bond

In order to safeguard the interest of IITM, the Bidder should submit Indemnity Bond as given in **Chapter-5** (Annexure-J).

2.5 Scope of Work Contract

Scope of work (i.e. providing garden services) shall be as specified in the **Chapter 3**.

2.6 Contractor's Responsibilities & Liabilities

The bidder shall provide all the Garden related services, perform all related responsibilities and be responsible for liabilities as specified in SCC.

2.7 Contract price

Contractor charges quoted by the Contractor for the services provided and performed under the Contract shall not vary during the currency of contract and extension of contract mutually agreed upon.

2.8 Performance Security (PS)

2.8.1 The amount of the **Performance Security** shall be as specified in SCC, valid up to the period of the contract plus 60 days.

2.8.2 Within 21 days of receipt of the notification of award of contract, the Contractor shall furnish performance security in the amount specified in SCC, valid till the period of the contract plus 60 days.

2.8.3 The proceeds of the performance security shall be payable to the Contracting Institute as compensation for any loss resulting from the Contractors failure to complete its obligations under the Contract.

2.8.4 The Performance security shall be in one of the following forms:

| | |
|-----------|---|
| (a) | A Bank guarantee issued by a Nationalized / Scheduled bank provided in the bidding documents. |
| OR | |
| (b) | A Banker's cheque or Account Payee demand draft in favour of Director, IITM, Pune. |

2.8.5 The performance security will be discharged by the Contracting Institute and returned to the Bidder after the completion of the duration of the contract or termination of the contract, without levy of any interest.

2.8.6 In the event of any contract amendment, the Contractor shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract.

2.8.7 The order confirmation should be received within 7 days from the date of notification of award. However, the Contracting Institute has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order acceptance and PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

2.8.8 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Contracting Institute with a covering letter to compare with the original BG for the correctness, genuineness, etc.

2.9 Terms of Payment

The payment will be made as per the terms as given in SCC.

2.10 Change Orders and Contract Amendments

2.10.1 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

2.10.1 Contracting Institute will reserve the right at the time of award of contract to increase or decrease the required number of manpower to perform the services specified in the Chapter 3 without any change in charges of the offered quantity or other terms and conditions.

2.11 Assignment/Subcontracts

2.11.1 The Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Contracting Institute's prior written consent.

2.11.2 The selected Contractor shall not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then Contracting Institute shall impose sanctions which shall include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.

2.12 Penalty clause

Subject to GCC Clause on Force Majeure, if the Bidder fails to perform the Services as specified in the Contract, the Contracting Institute shall, without prejudice to its other remedies under

the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the unperformed Services or contract value for each day or part. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

2.13 Rights and Exclusions of the Contracting Institute

The contracting Institute holds the rights as specified in SCC and the exclusions which are specified in SCC.

2.14 Force Majeure

2.14.1 Notwithstanding the provisions of GCC Clauses relating to Extension of Time, Penalty and Termination for Default the Bidder shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.14.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of the Contracting Institute in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.14.3 If a Force Majeure situation arises, the Bidder shall promptly notify the Contracting Institute in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Contracting Institute in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.14.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 10 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.15 Termination for Default

2.15.1 The Contracting Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part at any time of its convenience. The notice of termination shall specify that termination is for IITM's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. IITM reserves the right to cancel the remaining part and pay to the Contractor an agreed amount for partially completed Services.

| | |
|-----|---|
| (a) | If the Bidder fails to perform any or all of the services as specified in the contract, |
| (b) | If the Bidder fails to perform any other obligation(s) under the Contract |

2.15.2 In the event the Contracting Institute terminates the contract, the Performance Security/EMD will be forfeited.

2.16 Termination for Unlawful Acts

2.16.1 The Contracting Institute may terminate this Contract in case it is determined prima facie that the Contractor has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviours relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **GCC Clause 2.3**.
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

2.17 Termination for Insolvency

The Contracting Institute may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Contracting Institute.

2.18 Termination for Convenience

2.18.1 The Contracting Institute, by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Contracting Institute's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

2.18.2 Procedures for Termination of Contracts

The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Contracting Institute shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:
 - (i) That this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) The extent of termination, whether in whole or in part;
 - (iii) An instruction to the Contractor to show cause as to why this Contract should not be terminated; and
 - (iv) Special instructions of the Contracting Institute, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the Head of the Contracting Institute a verified position paper stating why this Contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Contracting Institute shall issue an order terminating this Contract;
- (e) The Contracting Institute may, at any time before receipt of the Contractor's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Contracting Institute shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Contracting Institute may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Contracting Institute and;

- (h) The Contractor must serve a written notice to the Contracting Institute of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Contracting Institute.

2.19 Settlement of Disputes

2.19.1 The Contracting Institute and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

2.19.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Contracting Institute or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.

2.19.3 The dispute settlement mechanism / arbitration proceedings shall be concluded as under:

| | |
|-----|---|
| (a) | In case of Dispute or difference arising between the Contracting Institute and contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 2015, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, Indian Institute of Tropical Meteorology and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the Contract. |
|-----|---|

2.19.4 The venue of the arbitration shall be the place from where the Work Order or Contract is issued.

2.19.5 Notwithstanding any reference to arbitration herein,

| | |
|-----|---|
| (a) | the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and |
| (b) | The Contracting Institute shall pay the Contractor any monies due. |

2.20 Governing Language

The Contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

2.21 Applicable Law / Jurisdiction

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

2.22 Notices

2.22.1 Any notice given by one party to the other pursuant to this contract / order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or / and confirmed in writing to the other party's address specified in the SCC.

2.22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.23 Period of Contract

The period of contract will be as specified in SCC

CHAPTER 2

B. SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

| GCC Clause | Special Condition of Contract (SCC) | |
|-------------|---|--|
| GCC 2.1 (I) | <p>The Contracting Institute is:</p> <p>INDIAN INSTITUTE OF TROPICAL METEOROLOGY Dr.HOMI BHABHA ROAD PUNE-411 008 (MAHARASHTRA)- INDIA</p> | <p><u>Address for Communication</u></p> <p>Senior Manager Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, Pashan, PUNE- 411008. Tel (O): 020-25904200 Fax : 020- 25865142</p> |
| GCC 2.6 | <p>Service contractors Responsibility and Liability ;</p> <ul style="list-style-type: none"> i) The Contractor shall provide garden related required services and perform all related work included in the Scope of Work as specified in chapter 3. ii) The contractor is fully responsible for timely claiming and disbursing monthly payment of wages to the personnel deployed by them in the Contracting Institute. iii) The contractor will give all the Garden Services including the tools and equipments as per details given in Chapter 3 iv) In case there is an inflation rate of 10 % is observed in the given year, the same will be considered in revising the rates at the time of renewal of the contract. v) The contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. vi) The contractor is responsible in providing the necessary undertaking and documentary evidence in the regard of deployment of manpower. vii) The contractor is responsible for the verification of the character and antecedents of all the personnel before their deployment at Contracting Institute and a certification to this effect will be submitted to Contracting Institute. viii) The contractor shall ensure that the personnel deployed are healthy to perform the assigned duty. ix) The contractor shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the Contracting Institute. x) All the workers engaged by the contractor for carrying out tasks under this contract shall be deemed to be the employee of the contractor only. The contractor shall be solely responsible for purpose of their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The contractor shall also provide its workers uniform, photo-identity cards which shall be checked by the Contracting Institute, as and when necessary. xi) Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. xii) The contractor is solely responsible and liable for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed in Contracting Institute The Contracting Institute shall have no liability in this regard. | |

| | |
|------------------|--|
| | <p>xiii) In case of any administrative delay in releasing the payment to the contractor, contractor shall continue providing the garden services at Contracting Institute in time.</p> <p>xiv) The contractor shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise.</p> <p>xv) The contractor shall not assign, transfer, pledge or subcontract the performance of service without the prior written consent of this office.</p> <p>xvi) The contractor shall be contactable at all times and messages sent by e-mail / fax/ special messenger form the Contracting Institute to the service provider shall be acknowledged immediately on receipt on the same day. Non Compliance to this will invoke the penalty.</p> <p>xvii) The contractor personnel's working should be polite, Cordial, positive and efficient, their action shall promote good will and enhance the image of this office. The contractor shall be responsible for any act of indiscipline on the part of persons deployed by him.</p> <p>xviii) In case of any theft or loss of property due to negligence or carelessness of your personnel, contractor will be fully responsible and contractor will have to make good of the losses so insures to Contracting Institute, otherwise the same will be deducted from the security deposit or from the contractor Charges payable.</p> |
| GCC 2.8.1 | The amount of the Performance Security shall be 10 % of the approximate yearly contract value , valid up to the period of the contract plus 60 days. |
| GCC 2.9 | The method and conditions of payment to be made to the Contractor under this Contract shall be as follows: |
| | <p>(a) E-Payment: All payments, IITM prefers to make Electronic Transfers (RTGS) through State Bank Of India, IITM Campus Branch,Pune.</p> <p>(b) All payments due under the Contract shall be paid after deduction of statutory levies at source (like TDS, Income Tax, etc.), wherever applicable.</p> <p>(c) Terms of Payment;</p> <p>Payment to contractor</p> <p>i) The Payments to the contractor will be made monthly on the basis of the bill and as per the services provided by the contractor.</p> <p>ii) Monthly bills shall be submitted in duplicate as specified in contract and duly certified by the designated officer by the Contracting Institute. The copy of service tax paid challan for the previous month/quarter as the case should be produced along with the bills for payment. The copy of certificate indicating all the employees of the contractor have been paid the wages as per minimum wages act will also be attached in the bill.</p> <p>iii) All payments to contractor shall be made subject to deduction of TDS (Tax deduction at Source) as per the income-Tax Act, 1961 and other taxes if any as per Government of India rules made applicable from time to time.</p> |
| GCC 2.12 | <p>PENALTY:</p> <p>(a) The Institute reserves the right to impose a penalty on the contractor for any serious lapses in maintaining the garden by the contractor or his staff or for any adulteration etc.</p> <p>(b) In the event of findings the garden area is not maintained up to the standard as specified in Chapter 3, garden staff is negligent in performing work allotted, penalty from 1 % to maximum up to 10% of the monthly bill will be imposed for the concerned month. A three member committee will be formed to inspect and to report the quantum of the penalty. The decision of the Director IITM in such matter will be final and binding on the contractor</p> |

| | |
|------------------------|---|
| | <p>(c) The Contractor will have to follow instructions of the garden committee related to maintenance of the garden. Any change without prior permission from the competent authority may lead to breach of contract and in such a case Institute reserves the right to impose penalty or may lead cancellation of the contract.</p> |
| <p>GCC 2.13</p> | <p>Contracting Institute’s Rights and Exclusion</p> <ol style="list-style-type: none"> i. The Contracting Institute shall have no liability in for any accident/medical/health related liability for the personnel deployed by contractor at Contracting Institute. ii. No leave of any kind to the personnel shall be sanctioned by Contracting Institute’s authority. The contractor shall be liable to make substitute arrangements in case if it required. iii. The deployed personnel of the contractor shall not claim any absorption at any cadre in Contracting Institute at any point of time. iv. The person deployed shall not claim any master & servant relationship against this office. v. The Contracting Institute shall not be liable to provide any residential accommodation to the personnel. vi. The personnel provided by the contractor will not claim to become the employees of the Contracting Institute and there will be no Employee and Employer relationship between the personnel engaged by the contractor for deployment in Contracting Institute. vii. Decision of Contracting Institute in regard to interpretation of the Terms and Conditions of the Agreement shall be final and binding on the contractor. viii. The Contracting Institute may check and ensure that the personnel engaged by the contractor, at no point of time, will be paid less than the minimum rates of wages as prescribed and revised for time to time by state/ Central Govt Labour department under minimum wages Act. ix. Contracting Institute shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service providers. . In case of any theft or pilferages, loss or other offences, the contractor will investigate and submit a report to the IITM and maintain liaison with the police. FIR will be lodged by the IITM Wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility shall be fixed. x. In case of any loss that might be caused to the IITM due to lapse on the part of the personnel discharging duties & responsibilities will be borne by the contractor and in this connection, the IITM shall have the right to deduct appropriate amount from the bill of contracting contractor to make good such loss to the IITM besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, the IITM shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever. xi. In case, the personnel deployed by the contractor are found absent from duty any time or sleeping or found engaged in irregular activities, the IITM shall deduct the requisite amount at the pro-rata from the bill of the contractor besides imposition of penalty for non-observance of the terms of contract. xii. In case of breach of any of the terms of agreement, the performance security deposit of the contractor shall be liable to be forfeited by the IITM. In addition, the contract/Agreement will also be liable to be terminated. Any sum of money due or |

| | |
|-------------------|--|
| | <p>payable to the IITM including the security deposit refundable to him under the contract can be appropriated by the IITM against any amount which the contractor may owe to the IITM.</p> <p>xiii. If Garden committee is not satisfied with the quality of the garden services provided or behaviour of the contractor or his/her employees, the contractor will be served with 24-hour notice to improve or rectify the defect[s], failing which Contracting Institute will be at liberty to take an appropriate action as deemed fit.</p> <p>xiv. The contractor and his staff shall comply with all instructions and directions of the Contracting Institute authorities given from time to time. In the event of any emergent situation, the staff of the contractor shall comply with instructions given by the Contracting Institute authorities, without waiting for confirmation by the contractor.</p> |
| GCC 2.21 | The place of jurisdiction is Pune, Maharashtra, India. |
| GCC 2.22.1 | <p>For notices, the Contracting Institute's address is</p> <p>THE DIRECTOR INDIAN INSTITUTE OF TROPICAL METEOROLOGY Dr.HOMI BHABHA ROAD PUNE-411 008 (MAHARASHTRA)- INDIA Telephone # : 0091-20-25904202 /2663 Facsimile number : 0091-20- 25902664 E-mail address: admin@tropmet.res.in</p> |
| GCC 2.23 | The period of contract will be 01 year, which will be further extended up to 02 years on yearly basis. The extension of the contract will be on the basis of satisfactory performance of the services. |

Chapter 3

3.1 MANPOWER REQUIREMENT

3.1.1 The approximate requirement of manpower for Garden Services at IITM, Pune is given below.

| UnSkilled | Semi Skilled | Skilled | Super visor |
|-----------------------------------|---------------------|----------------|--------------------|
| 12 | 08 | 05 | 02 |
| Total Manpower Requirement | | | 27 |

Skilled- Gardening course plus 5 years experience

Semiskilled- 3 to 4 years gardening experience.

Unskilled- Minimum 6 months gardening work / Farmer's work experience.

Supervisor- Agriculture diploma/horticulture certificate holder with 3-5 years experience in gardening work.

3.1.2 The requirement of manpower may vary at the discretion of Director, IITM.

3.1.3 The monthly wages payable to manpower shall be as per Annexure-C

3.2 SCOPE OF WORK

Maintenance of Garden, Landscaping and trees

3.2.1 LAWNS:

- 1 The existing grass shall be scrapped and forked required at least once in a year in the month of May and June or as directed by the Chairman Garden Committee.

The scrapped surface will be top dressed with 20-25 mm thick layer of cow dung manure and good earth mixed in the ratio of 1:3.
 - a) Lawn will be mowed with mower regularly and at least twice in a month and gap filling in lawn must be done as per the requirement.
 - b) The lawn will be suitably irrigated with water at least twice in a fortnight as per need.
- 2 The surface leveller and hand roller used after lawn moving (use of one ton roller)
- 3 The thickness of the grass shall not be allowed to increase beyond 55-60 mm.
- 4 The minimum thickness of the grass shall be maintained as 40-50 mm from the ground level.
- 5 The grass shall be kept free from unwanted weeds.
- 6 The application of fertilizer and manuring of the lawn shall be done in the month of October and November.
- 7 Insecticides, pesticides, fungicides, weedicides, manures and fertilizers of reputed brands only will be applied by the contractor.

3.2.2 TREES, PLANTS, ORNAMENTAL PLANTS, CREEPERS, SHRUBS ETC.

- 1 The minimum area of 2 to 2.5 Sq. ft. around the small trees and 3 to 5 Sq ft. for big trees from trunk of the trees shall be kept free from all kind of weeds.
- 2 The plants shall be watered regularly as required.
- 3 The dry and fallen leaves of avenue trees and bungalows will be collected and cleaned by the contractor.
- 4 Light pruning, trimming, thinning etc. shall be done on regular basis.
- 5 The proper shape of the tree to be maintained after pruning and removal of unwanted branches of shrubs.
- 6 Spraying insecticide/fungicide pruning and applying manure etc. to be followed from time to time.
- 7 Every avenue trees as well as area under the trees should be cleaned and to be well maintained by the contractor.
- 8 Gap filling in lawn, new plantation of trees, shrubs and creepers will be done by the contractor without any extra charges as per the instructions given by the institute. The institute will bear the cost of the plants only.
9. Lifting of fallen trees, branches and twigs etc. and storing as directed.

3.2.3 HEDGES/EDGES

1. The hedge cutting shall be required twice in a month in a proper height and shape.
2. The hedge shall be free from dodder, cuscuta and unwanted plants.
3. Cleaning of the area around hedge plants shall be done regularly.
4. Gap filling with same soil will be done by the contractor. The institute will bear only the cost of the plants.
5. The hedge plants shall be regularly manured with well decomposed cow dung/okhla sludge or any other chemical fertilizer as required.
6. After clipping or pruning of hedge, the pruned material shall be collected by the contractor's men and disposed of at specified location (preferably dumped in the pits for decomposition)
7. It will be the responsibility of the contractor to ensure proper maintenance and keep roads and adjoining areas clean of grass and waste materials.
8. Irrigation required once or twice in a month (excluding rainy season) as per availability of water.
9. The contractor will prune the hedges in the form of shapes/patterns/topiary.

3.2.4 FLOWER, FOLIAGE, ROSE AND CANNA BEDS

1. The contractor will maintain beds of flowers, rose, canna and other bulbous plants etc. including preparation of beds, watering, inter culture, weeding, thinning, spraying of insecticide etc.
2. The Contractor will ensure that maximum flowers are available throughout the year in these beds.
3. The Quantity of cowdung manure to be used shall be 2.5 to 3 cu. meter/100 sq. meter of flower and rose beds area/year in the month of September-October.
4. Rose and other plant casualty due to negligence or poor maintenance by the contractor will be replaced by the contractor with healthy and acceptable plants, free of any charges.
5. The canna beds will be changed / replanted every year
6. Participation in flower shows in Pune will be allowed only to participate on behalf of the Director/Institute.
7. Indoor plant arrangement to be done in office for decoration.

3.2.5 SCOPE OF THE CONTRACTOR

1. Small tools such as phawda, gamala, Talwar, Hand axe, khurpi, weeder to be provided by contractor
2. Dress (Uniform), Gunboot, Raincoat, Handgloves, Umbrellas, Helmets all safety equipments to be provided by the contractor.
3. Lawn mower, edge cutter secateurs, Trolley, etc. will be provide by the contractor.
4. Nursery to be maintained by contractor (minimum ½ acre area)
5. Dry fallen branches and sudden fallen branches by winds to be removed immediately.
6. Garden area of the Institute will always be maintained.
7. Dry leaves will always be decomposed and never shall be burnt.

3.2.6 SCOPE OF THE INSTITUTE

- 1 Manure, insecticides, soil, seeds, new saplings/plants etc to be provided by the office
- 2 Store room with lock and key arrangement. to be provided by the Institute
- 3 Area to be earmarked for the nursery and also for the decomposting of dry leaves.

3.2.7 The Administrative/Agency charges should be quoted on percentage basis as per Annexure-L, considering above scope of work and manpower requirement.

CHAPTER 4

Eligibility & Qualification Requirements and Evaluation Methodology

4.1. ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidder in the form of Sole Proprietorship, and Partnership is permitted. A proof for supporting the legal validity of the Bidder shall be submitted.
- b. **Registration:** The Bidder should be registered with the Income Tax and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation.
- c. **Clearance:** The Bidder should also have clearance from Sales/Service Tax Department, and Income Tax Department. Relevant proof in support shall be submitted.

4.1.2 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 1(a), attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 1(c), attested copies of PAN, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 1(d), attested copies of Clearance Certificate (Last three years returns) from Sales/Service Tax Department, Income Tax Department shall be acceptable.

4.2 Qualification CRITERIA

- a. **Number of years in Operations /Experience:** The Bidder shall have minimum three years experience of operation in the similar field. Also, the Bidder should have experience in the similar field of providing Garden services in the Government Departments / Govt. Autonomous bodies / Public Sector (Central or State) for the last three consecutive years. In case bidder has not provided government experience / public sector experience, then the bidders with experience in Private reputed organizations may be considered by the competent authority of the contracting Institute.
- b. **Turnover:** The Bidder should have the turnover of minimum 50 lakh and above per annum.
- c. **EPFO and ESIC challan:** The Bidder should have subscribed regularly EPFO and ESIC subscription of his employees to concerned organisation.

4.2.1 Documents supporting the Qualification Criteria

The Bidder shall be required to produce attested copies of the relevant documents in support of **Clause 4.3.3** in addition to the documentary evidences of **Clause 4.1.2** for being considered during technical evaluation.

- (i) In proof of having fully adhered to qualification criteria at 4.2 (a), relevant work experience certificate as per format given in **Chapter-5 Annexure-G** supporting with attested copies of Service Contract & Contract completion certificate for each completed contract issued by the Government Departments / PSUs / reputed Pvt. organisations during the last 3 years shall be acceptable.

(ii) In proof of having fully adhered to qualification criteria at 4.2 (b), attested copy of the audited Balance Sheets and Profit & Loss A/c for the completed three financial year i.e. for 2013-14, 2014-15 and 2015-16. The bidder has to submit the relevant turnover certificate as per format given in **Chapter-5 Annexure-F**.

(iii) In proof of having fully adhered to qualification criteria at 4.2 (c), attested copy of EPFO & ESIC Challans duly submitted to concern organisation for last 3 months (i.e. Oct, Nov and Dec 2016) shall be acceptable.

Note : The bidders who do not fulfill the above Qualification Criteria shall be rejected during the Evaluation of Technical Bid.

4.3 TECHNICAL EVALUATION OF SERVICE FACILITIES (SEGREGATED TYPE)

4.3.1 Bidder qualifying in criteria mentioned in clause 4.2 will be eligible for further evaluation. The committee formed by the Institute will visit at least 2 to 3 sites of each bidder and shall assign the marks, based on the following parameters.

| Sr No | Criteria | Maximum Marks |
|--------------|---|----------------------|
| 1 | Garden | 10 |
| 2 | Lawn, Plants, Bushes, Flowers, seasonals trees | 10 |
| 3 | Staff : trained, experience , clean uniform, behaviour, Appearance etc. | 10 |
| 4 | Tools and Equipments used | 10 |
| 5 | General : Dry leaves disposal , record keeping etc. | 10 |
| | Total | 50 |

The bidders who get minimum 30 marks out of 50 in technical evaluation of their Service facilities shall be qualified for next stage of financial opening of bids. The bidders who get less than 30 marks shall stand rejected from further process of bid evaluation.

4.3.1 The total marks obtained by a Bidder in the technical bid shall be allocated 50% of weightage and the financial bids shall be allocated 50% weightage, and thereby making a total of 100% weightage for the evaluation of bids.

4.3.2 If a Bidder has secured 35 marks out of the total 50 marks in technical evaluation, his technical bid value shall be 35.

4.3.3 The bidder who is qualified in the technical bid evaluation stage shall only be called for opening of commercial bids. Contracting Institute shall intimate the bidders, the time/ venue for the commercial Bid opening by e-mail/ Telefax.

4.4 FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

4.2.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be given 50% of weightage.

4.2.2 The Bidder with the lowest percentage quoted shall be assigned value of 50 (i.e. 50% x 100) and his total scores of the bid shall be as per Illustration-1.

- 4.2.3 **Illustration-1** : The Bidder having lowest percentage of all financial bids has quoted 4.5 % and his value in technical bid evaluation is 40 then his total value shall be 90 i.e. (40 Technical bid Value + 50 Financial bid Value)
- 4.2.4 The financial bid value of the other bidders shall be computed as under and as explained at Illustration-2 : $50 \times \text{Lowest percentage quoted} / \text{Percentage quoted by the bidder}$.
- 4.2.5 **Illustration-2**: If the Bidder has quoted 6 % in its price bid then its financial bid value is $(50 \times 4.5) / 6 = 37.5$. Technical bid value of this bidder is 45, and then its total value shall be 82.5.
- 4.2.6 The Bidders' ranking shall be arranged depending on the values obtained by each of the bidder both in Technical bid Evaluation and Financial bid Evaluation.
- 4.2.7 The bidder with highest value (Technical bid plus Financial bid) shall be deemed as the L-1 Bidder for award of contract.
- 4.2.8 In case of two or more bidders are evaluated as L-1 then the bidder quoting lower percentage in financial bid shall be awarded the contract.
- 4.2.9 In case of two or more bidders are evaluated as L-1 and the percentage in price bid is also equal then the bidder having the highest turnover during financial year 2015-16 shall be awarded the contract.

CHAPTER 5
STANDARD FORMS

| Sr. No. | Name of the Form | Annexure |
|---------|----------------------------|----------|
| 1 | Bidder Information Form | A |
| 2 | Letter of Bid/Bid form | B |
| 3 | Statement of Wages | C |
| 4 | Bid Security Form/BG | D |
| 5 | No-Relation certificate | E |
| 6 | Statement Showing Turnover | F |
| 7 | Details of work experience | G |
| 6 | Document check list | H |
| 7 | Performance Security Form | I |
| 8 | Indemnity Bond | J |
| 9 | Contract Form | K |
| 10 | Price Bid | L |

- NOTE:**
1. Forms at Annexure A to H to be submitted along with Technical bid.
 2. The Successful Bidder shall submit Documents with reference to Annexure –I, J &K after Award of Contract as mentioned in Work Order.
 3. Price bid (Annexure-L) should be enclosed in commercial bid only.

BIDDER INFORMATION FORM

| | | |
|--|--|--|
| 1 | NAME OF THE COMPANY | |
| 2 | NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE | |
| 3 | COMMUNICATION ADDRESS | |
| 4 | PHONE NO./MOBILE NO. | |
| 5 | FAX No. | |
| 6 | E-MAIL I.D. | |
| PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE | | |
| 1 | NAME F OF THE CONTACT PERSON | |
| 2 | DESIGNATION | |
| 3 | PHONE NO. | |
| 4 | MOBILE NO. | |
| 5 | E-MAIL I.D. | |
| 6 | Attached copies of original documents of Articles of Incorporation or Registration of Firm named in 1, above | |

Date :-

Signature of the Authorised Signatory

Place:-

Designation :(Office seal of the Bidder)

Date:

BID FORM

To,

The Director,
Indian Institute of Tropical Meteorology,
Dr. Homi Bhabha Road, Pashan
Pune 411 008

Ref: Invitation for Bid No. TENDER NO. _____

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Agenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing Garden services for the The Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, Pashan, Pune.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

Note: Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company.

Full Name and Designation
(To be printed on Bidder's letterhead)

Garden Maintenance Services
at IITM, Pashan, Pune

Monthly Minimum Wages payable as per categories

| Particulars | % | Unskilled | Semi Skilled | Skilled | Supervisor |
|---------------------------|--------|-----------------|-----------------|-----------------|-----------------|
| No. of Manpower | | 12 | 8 | 5 | 2 |
| Basic Wages | | 8900.00 | 9400.00 | 10100.00 | 10100.00 |
| Special Allowance | | 3266.00 | 3266.00 | 3266.00 | 3266.00 |
| # Total A | | 12166.00 | 12666.00 | 13366.00 | 13366.00 |
| H.R.A. | 5% | 608.00 | 633.00 | 668.00 | 668.00 |
| P.F. | 13.36% | 1625.00 | 1692.00 | 1786.00 | 1786.00 |
| ESIC | 4.75% | 578.00 | 602.00 | 635.00 | 635.00 |
| Bonus | 8.33% | 1013.00 | 1055.00 | 1113.00 | 1113.00 |
| LWW | 6.00% | 730.00 | 760.00 | 802.00 | 802.00 |
| National Holiday | 1.11% | 135.00 | 141.00 | 148.00 | 148.00 |
| MLWF | | 6.00 | 6.00 | 6.00 | 6.00 |
| Liveries | 3% | 365.00 | 380.00 | 401.00 | 0.00 |
| | | | | | |
| Total B | | 5060.00 | 5269.00 | 5559.00 | 5158.00 |
| Total C | | 17226.00 | 17935.00 | 18925.00 | 18524.00 |
| Additional Allowance | | 0.00 | 0.00 | 0.00 | 2400.00 |
| Gross Total | | 17226.00 | 17935.00 | 18925.00 | 20924.00 |
| (-) Bonus | | 1013.00 | 1055.00 | 1113.00 | 1113.00 |
| Amt. to be claimed | | 16213.00 | 16880.00 | 17812.00 | 19811.00 |

1. Total -A is for 26 working days in a month.
2. Variable DA shall be made applicable as per Govt. Order.
3. Payment for all categories will be calculated as per the actual working days in a particular month.

BID SECURITY FORM
(For Bank Guarantee)

Where as _____
(here in after called the tenderer)
has submitted their offer dated _____ for the providing of Manpower service for Gardening works against the Contracting Institute's Tender No.IITM/GA/142/01/2017. KNOW ALL MEN by these presents that WE _____
of _____ having our registered office at _____ are bound un to Indian Institute of Tropical Meteorology, Pune (here in after called the "Contracting Institute") in the sum of Rs. 1,00,000/- (Rupees One lakh only).

For which payment will and truly to be made to the said Contracting Institute, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS OF THIS OBLIGATION ARE:

| | |
|-----|---|
| (1) | If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender. |
| (2) | (a) If the tenderer having been notified of the acceptance of his tender by the Contracting Institute during the period of its validity. If the tenderer fails to furnish the Performance Security for the due Performance of the contract. OR (b) Fails or refuses to accept/execute the contract. |

We undertake to pay the Contracting Institute up to the above amount upon receipt of its first written demand, without the Contracting Institute having to substantiate its demand, provided that in its demand the Contracting Institute will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Contracting Institute with a covering letter to compare with the original BG for the correctness, genuineness, etc.

No Relation Certificate

I..... son of resident of hereby certify that none of my relative (s) called for hiring manpower/ labourers for the usage of IITM, vide Tender No: IITM/GA/142/01/2017 is / are employed in Indian Institute of Tropical Meteorology, Pune. In case at any stage, it is found that the information given by me is false / incorrect, IITM shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

Signed.....

For and on behalf of the Bidder

Name

Designation

Date.....

**TURNOVER CERTIFICATE SHOWING TURNOVER DURING LAST THREE FINANCIAL YEARS
As specified in Clause 4.2 (b) & 4.2.1 (ii)**

NAME OF CONTRACTOR :

| Sr. No. | Name of work | Amount put to Tender/Tendered cost | Agreement No. | Date of Commencement and Date of Completion (If work completed) | Amount of work done during each of last three financial years (Rs. In Lakhs) | | | Amount of work still remaining to be executed | Remarks |
|-------------------------|--------------|------------------------------------|---------------|---|--|-----------|-----------|---|---------|
| | | | | | 2012-2013 | 2013-2014 | 2014-2015 | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |
| | | | | | | | | | |
| Grand Total | | | | | | | | | |
| Average Annual Turnover | | | | | | | | | |

Signature and seal of contractor

Note: This is only a standard form. Details are to be finished in this format in the form of typewritten statements which shall be enclosed in Technical bid. Please mention the Grand total and Average Annual Turnover.

WORK EXPERIENCE CERTIFICATE**As Specified in Clause 4.2 (a) & 4.2.1 (i)**

(Attach certified copies of work done Certificates)

NAME OF THE CONTRACTOR:

| Sr. No. | Name of work | Agreement No. | Tendered Amount (Rs. In lakhs) | Date of commencement | Stipulated Date of completion | Value of work already done (Rs. in lakhs) | Value of balance work (Rs. in lakhs) | Probable date of completion | Remarks |
|---------|--------------|---------------|--------------------------------|----------------------|-------------------------------|---|--------------------------------------|-----------------------------|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |

Signature and seal of contractor

Note: This is only a standard form. Details are to be furnished in this format in the form of typewritten statements which shall be enclosed in Technical bid.

Documents supporting Eligibility criteria and Qualification requirement and other supporting documents

| Sr.No. | Description | Particulars | Copy Attached |
|--------|--|-------------|---------------|
| | <u>Documents Supporting Eligibility Criteria</u> | | |
| 1. | Name of the Organization/Firm, Location of Head Office with complete address with Telephone/Fax Nos. | | Yes/No |
| 2. | Branch address in Maharashtra | | |
| 3. | Constitution and Nature of firm (State whether sole proprietor/partnership firm/limited company) | | |
| 4. | Year of Establishment | | |
| 5. | Registration Number under applicable act with a copy of registration certificate with validity date | | Yes/No |
| 6. | Name and Address of Directors, in case of Company: Name and Address of Sole Proprietor Name and Address of Partners in case of partnership firm | | |
| 7. | (a) Name of Bankers and branch with full address (b) Style of account and Number (c) Name(s) of Person (s) operating the account (enclose banker's certificate). | | Yes/No |
| 8. | EPF Code Number with Photo Copy of Certificate. | | Yes/No |
| 9. | ESI registration Number with Photocopy of certificate | | Yes/No |
| 10. | Copies of certificates/allotment letter of Service Tax | | Yes/No |
| 11. | Copies of certificates/allotment letter of PAN/ TAN Number | | Yes/No |
| 13. | Copy of Last Income Tax return | | Yes/No |
| | <u>Documents supporting Qualification Criteria</u> | | |
| 14. | Copies of Experience certificate as described in Annexure "G" | | Yes/No |
| 15. | Copies of balance sheet and P & L A/c for the last 3 years duly certified by the CA | | Yes/No |
| 16. | Turnover certificate as specified in annexure" | | |
| 17. | Attested copies of manpower wages roll and EPFO challan as described 4.2.1 (iii) | | Yes/No |
| 18. | Copies of ISO and other quality related certificate, if any | | Yes/No |
| | <u>Other Documents</u> | | |
| 19. | List of Arbitration Cases (if any) | | Yes/No |
| 20. | Bank draft for Earnest Money of Rs. 1,00,000/- | | Yes/No |
| 21. | Bank Draft for Tender Fees of Rs.1000 | | Yes/No |
| 22. | Wages details as per Annex. C with copy of Ministry of Labour & Employment order as per Minimum Wages Act 1948 | | Yes/No |
| 23. | Annexure "A" ,"B" ,"C" ,"D" ,"E" ,"F" ,"G" and "H" | | Yes/No |

PERFORMANCE SECURITY FORM

(To be executed on non Judicial stamped paper of an appropriate value)

Date :
 Bank Guarantee No :
 Amount of Guarantee :
 Guarantee Period : From to.....
 Guarantee Expiry Date :
 Last date of Lodgement :

WHEREAS office of the Director, IITM having its office at Dr. Homi Bhabha Road, Pashan, Pune (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of acceptance(LoA)] ("**Contract**") with [insert name of the Successful Bidder](hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of manpower services ("**Manpower Services**" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] Dated: - [insert date of issue of Tender Documents]and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Pune for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [insert the name of the scheduled bank] (here in after referred to as the "**Bank**") having its registered office at [insert the address].....
 and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.

(ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here].....only)

(iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

(iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.

(v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.

(vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

(vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

(viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.

(ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

(x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.

(xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the

Power of Attorney Dated: -

[*date of power of attorney to be inserted*]..... granted to him by the Bank.

Date:

Bank Corporate Seal of the Bank

\By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

INDEMNITY BOND

No. -----

Date:-----

1) Amalgamation/Acquisition

In the event of M/s. -----proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, M/s.----- and proposed Buyer/Successor of the Principal Company are liable to execute, fulfill contractual obligations without any deviations. For this purpose M/s. -----/M/s.----- and proposed Buyer/Successor of the Principal Company shall indemnify itself to the Director, Indian Institute of Tropical Meteorology, Pune to fulfill the contractual obligations as per the terms of the IITM Tender and quotation of M/s. -----No. ----- dated-----and Indian Institute of Tropical Meteorology P.O. No.-----dated -----. The contractual obligations are providing manpower services as per the above mentioned Work Order.

2) Joint Venture, Consortium or Association

If the Contractor is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the IITM for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the IITM.

3) Responsibility and liability

The Contractor shall be solely responsible for any accident/Medical/ health related liability/compensation for the personnel deployed by it at IITM. The IITM shall have no liability in this regard.

For M/s. -----

Contract Form

Contract No. _____ Date: _____

THIS CONTRACT AGREEMENT is made on _____ day of _____ year _____

BETWEEN

- (1) Indian Institute of Tropical Meteorology working/associated under the Ministry of Earth Science, Government of India having its registered office at Dr. Homi Bhabha Road, Pashan, Pune- 411008. (here in after called "the Contracting Institute"), and
- (2) _____, a corporation incorporated under the laws and having its principal place of business at _____ (hereinafter called "the Contractor").

WHEREAS the Contracting Institute invited bids for providing manpower services and has accepted the Bid for the providing of these Services as per the schedule of rates of Contractor charges given in Annexure-J

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

- 01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 02. The following documents shall constitute the Contract between the Contracting Institute and the Contractor, and each shall be read and construed as an integral part of the Contract:

| | |
|-----|---|
| (a) | This Contract Agreement |
| (b) | General Conditions of Contract |
| (c) | Special Conditions of Contract |
| (d) | Manpower Requirements and scope of work |
| (e) | The Contractor's Bid Annexure B |
| (f) | The Contracting Institute's Notification of Award |
| (g) | |

- 03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
- 04. In consideration of the payments to be made by the Contracting Institute to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Contracting Institute to provide manpower services as given in scope of work
- 05. The Contracting Institute hereby covenants to pay the Contractor in consideration of the provision of the Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the **Indian Institute of Tropical Meteorology**

Signed : _____
in the capacity of _____
in the presence of _____

Signed : _____
in the capacity of _____
in the presence of _____

For and on behalf of the Contractor

Signed : _____
in the capacity of _____
in the presence of _____

(To be sealed in separate envelope marked as "Financial Bid")

PRICE BID FORM

Only Administrative/Agency charges are to be quoted. Institute shall bear the liability of Service Tax and other statutory charges as applicable from time to time on the bills payable by the Institute. TDS will be recovered as per the prevailing rate on gross billed amount.

Administrative Charges to be quoted taking into consideration following parameters.

- 1. Cost of pesticide, fertiliser, manure and other requirements as given in Chapter 3
- 2. Cost of disposal of dry leaves and sudden fallen trees/branches
- 3. Cost for repair and maintenance of tools and equipments
- 4. Providing tools and equipments
- 5. Monthly wages payable shall be as per Annexure-C of tender Document

| Particulars | Rate in Percentage* |
|------------------------------|---------------------|
| Administrative/Agency Charge | _____ % |

* Percentage of total monthly wages payable to employed manpower.

Date:

With Name, Address with rubber stamp

Signature of Contractor