

राष्ट्रीय अंटार्कटिक एवं समुद्री अनुसंधान केन्द्र
National Centre For Antarctic & Ocean Research,
हेडलैंड साडा वस्को डा गामा
Headland Sada, Vasco-Da-Gama
गोवा- 403804
Goa-403804

**HIRING OF SERVICES FOR DEVELOPMENT, MAINTENANCE OF
GARDEN/LAWNS AT NCAOR, HEADLAND SADA, GOA**

TENDER NO:NCAOR/31/14 (SINGLE BID SYSTEM)

DUE FOR CLOSING ON:25/07/2014 AT 15.00 HRS (IST)

DUE FOR OPENING ON: 25/07/2014 AT 15.30 HRS (IST)

NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH,

HEADLAND SADA, GOA-403804

Phone no. :0832-2525555

Fax No. 0832-2525566 /2520877

Dear Sirs,

SEALED TENDER, under single bid system are invited for **Hiring of services for Development and Maintenance of garden/lawns at NCAOR ,Headland Sada, GOA-403804**. The details of the tender are given below:

NOTICE INVITING TENDER

Services.	Hiring of services for Development and Maintenance of garden/lawns at NCAOR, Headland Sada, GOA-403804.
Tender No.	NCAOR/31/14
Division	Administration
Cost of Tender document	Rs. 500/-
Amount of EMD	Bid should be accompanied with a sum of Rs.40,000/- towards EMD in form of DD drawn in favour of Director, NCAOR payable at Vasco Da Gama.
Period of sale of Tender Document	From 30/06/2014 to 24/07/2014 (UP TO 17.00 HRS)
Last date for seeking clarification	Up to 24/07/2014(UP TO 12.00 HRS)
Closing Date & Time for Tender Submission.	15.00 Hrs on 25/07/2014
Date & time of Opening Tender	15.30 Hrs on 25/07/2014
Issuing office address	NCAOR, HEADLAND SADA, GOA 403804 (Tender form can also be downloaded from NCAOR website www.ncaor.gov.in and should be submitted alongwith tender cost in form of DD for Rs. 500/- drawn in favour of Director, NCAOR payable at Vasco da Gama.)
Submission office address	NCAOR, HEADLAND SADA, GOA 403804
Bid Validity up to	90 days from the date of opening of price bid.

Eligibility criteria, details of work , others terms & condition etc. of the tender is available on NCAOR website www.ncaor.gov.in

Notes:

- (i) NCAOR expects the bidder to comply with the tender specification/ conditions. The bidders not complying with the terms & conditions of the tender and offers indicating exceptions / deviations may be rejected without seeking any clarification.
- (ii) In case of unscheduled holiday falls in NCAOR on any of the above prescribed dates, the next working day will be treated as scheduled / prescribed date of the corresponding event.
- (iii) NCAOR reserves the right to cancel or annul the tender or part thereof, without assigning any reason whatsoever. Tenderer should take due care to submit tender in accordance with requirement in sealed covers.
- (iv) All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth is offered by bidder shall be summarily rejected.
- (v) Bidder is advised to visit the site for better understanding of scope of work and also to clarify doubts, if any before submission of tenders.

1. INSTRUCTIONS TO BIDDER:

(A) Eligibility and experience of the bidder:

i) For (Development and Maintenance of gardens) :

- a) The Bidder should have atleast 2 years of experience in providing mechanical lawns/garden development/ garden maintenance services reckoned from the date of Bid opening, in Govt. departments/ PSU/MNC/Reputed Private Firms / Autonomous Bodies etc .(Copy in support of the same should be provided alongwith the bid)
- b) The bidder should have executed at least one contract of value not less than 10 lacs per annum during last 5 years as on 31st March 2014 for providing mechanical lawns/garden development/ garden maintenance services in Govt. departments / PSU/MNC/ Reputed Private Firms / Autonomous Bodies etc. To this effect, Bidder should submit copies of respective award of contract, along with documentary evidence in respect of satisfactory execution/completion of contract. (Particulars of experience is to be furnished in Annexure-I)
- c) The bidder should have valid license/registration issued by the appropriate government authority to carry out the work of development and maintenance of garden/lawns or horticulture etc.(Copy in support of the same should be provided alongwith the bid)
- d) The bidder should be registered under EPF & MP Act, 1952 and ESI Act, if any of the bidder is not registered with the said Authorities at the time of submission of bid, it is essential for contractor to obtain the registration code before commencement of the work or within 30 days from the award of work .
- e) Bidders should meet the Experience and Registration criteria set forth above as pre-qualifying criteria.
- f) The bidder must take into account any possible changes in the applicable minimum wages from time to time and other statutory welfare measures (Workmen's Compensation Act) under various labour legislation while submitting the bid.
- g) While submitting the bid, all the pages of tender should be signed by the bidder or authorized official of the bidder.

2. PRICE SCHEDULE/FORMAT:

- (i) Prices quoted by the bidder shall be firm during the bidder's performance of the contract including extended period, if any, and not subject to variation on any account.
- (ii) **Bidder should quote prices for all the items mentioned under Group A(One time work), B(Total per month) and C (Total per month) as per the prescribed format at Annexure-III. Bid shall be evaluated on the basis of price quoted by the bidder for all the items as enumerated.**
- (iii) Discount: Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, NCAOR shall avail such discount at the time of award of contract.
- (iv) Rate quoted by the bidder should be inclusive of all taxes, levies etc.

3. SCOPE OF WORK:**DEVELOPMENT and MAINTENANCE OF GARDEN/LAWNS**

A. DEVELOPMENT OF LAWNS: – 1000 sq. mt. of area every year of contract including the extended period of contract, if any (area to be developed will be indicated by NCAOR and there may be various areas inside the campus to be covered under the ceiling of 1000 sq.mt. in a year, once the area will be developed it will be included in the specific maintenance of garden/lawns @ accepted rate on pro-rata basis)

For development of Garden the contractor is required to:

- (i) Supply of good quality garden soil free from debris and roots with normal pH range as per requirement. However, while developing the area it should be ensured that the thickness of the soil spreading should not be less than 4 inches from the existing surface of the ground.
- (ii) Periodic supply of manures and fertilizers, insecticides and fungicides and other pesticides along with mixing and applications as also at other times of need.
- (iii) Supply and application of adequate amount of cow dung, poultry manures (well decomposed) free of feathers/saw dust, bone meal, Neem oil Cake, Mixed manures, Neem Cake, insecticides/Fungicides etc. to be mixed in every garden soil for an initial period of 3 months as recommended for lawns and plants.
- (iv) Planting and Development of hedge as specified including preparation of soil in trenches, application of manures and fertilizers, insecticides and fungicides as per directions and location selected by NCAOR. Contractor should ensure there should not be any gap while hedge is fully developed.
- (v) Development of lawns by using Mexican grass turf at the location marked by NCAOR including preparation of soil, application of manures and fertilizers.

B. MAINTENANCE OF GARDEN:**a. SPECIFIC MAINTENANCE (Area: 7500 sqmt)**

(In future, area may be increased as the developed garden will be maintained by the contractor and that work will be included subsequently on the same rate as accepted by NCAOR for maintenance of garden/lawns etc and there will be no change in rates during the currency of contract and also during extended period of contract, if any.)

In order to maintain the lawns and garden following work to be performed by the contractor:-

- 1) Daily Watering the lawns garden and all plants including potted plants before 11.00 am or after 4.00 pm.
- 2) Weekly weeding, cleaning and removing dry leaves from the garden for the whole area with regular de-weeding of planted area.
- 3) Protection against and control of insects, pests and diseases by spraying insecticides, fungicides etc. every month. The contractor should provide necessary tools/materials required to carry out the work.
- 4) Weeding and Mowing of lawns regularly, on routine basis, so as not to allow grass to grow wild, exceeding two inches from ground.

- 5) Trimming and replacing spoiled patches of lawns with fresh grass of same nature.
- 6) Cleaning of hedges and shrubs every month and replacing wherever required.
- 7) Hoeing operation of shrubs & hedge plants, once in a month to loosen the soil.
- 8) Manuring and top dressing of lawns with the help of one heavy and one light manuring after four times cuttings alternatively for maintenance of grass in green condition and for shrubs and hedge plants once in three month.
- 9) There are varieties of trees and plants available in the area to be maintained and hence timely supply of nutrients, manures, fertilizers etc. are required and it will be duty of contractor to ensure the proper treatment of such plants and trees to ensure its healthy growth.
- 10) The contractor has to bring all required tools equipment and implements like sprinklers, hose-pipes, secateurs, cutter, lawns mowers and any other tools required for watering and gardening at his cost.
- 11) Water required for carrying out the work will be supplied by NCAOR through the existing water supply network and in areas where the water supply system is not available, the contractor has to ensure proper and regular watering of plants and lawns located in such areas with necessary arrangements.

**b. GENERAL MAINTENANCE OF THE OPEN AREA WITH TREES AND PLANTS
(Area:70000 sqmt)**

- (i) To cut wild growth, shrubs bushes, wild vegetation and dispose them in a proper manner in consultation with NCAOR of the entire area as specified. It will be responsibility of the contractor to ensure that wild growth, shrubs bushes, wild vegetation etc should not be more than 12" inches of size from ground level at any point of time during the year.
- (ii) There are varieties of trees and plants available in the area to be maintained and hence timely supply of nutrients, manures, fertilizers etc. are required and it will be duty of contractor to ensure the proper treatment of such plants and trees to ensure its healthy growth.

4. GENERAL CONDITIONS:

(A) VAGUE AND INDEFINITE EXPRESSIONS

Bids mentioning vague and indefinite expressions such as "Subject to availability" etc., will not be considered.

(B) PERIOD OF VALIDITY OF BIDS

The Bid shall be valid for acceptance for the period as indicated in the "Notice Inviting Tender" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

(C) SUBMISSION AND OPENING OF BIDS

- i) Bids/Offer are to be submitted in single sealed cover. This cover will clearly be super scribed as Name of the work as mentioned in NIT along with tender number, date of closing/opening.
- ii). Any changes in the quotation must be initialed by the bidder.

- iii). Any change in quotation after opening of the tender WILL NOT BE ACCEPTED.
- iv). NCAOR will not be responsible for the loss of tender form or for the delay in postal transit.

(D). OPENING OF BIDS

- i) The bid will be opened at 15.30 Hrs (IST) on 25/07/2014. The Bidder or his authorised representative may be present at the time of opening of bid on 25/07/2014. (Performa for authorizing person to attend tender opening is annexed)
- ii) In case of unscheduled holiday on the closing / opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid, the time notified remaining the same.

(E) AWARD OF CONTRACT

- 1 The Director, NCAOR reserves the right to award the contract to the successful bidder who meets the prescribed bid eligibility and experience criteria and whose bid has been determined to be in full conformity to the bid documents and has been determined as the lowest evaluated bid.
- 2 NCAOR RESERVES THE RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS. NCAOR also reserves to itself the right to accept any bid in part or split the order between two or more bidders.
- 3 Successful bidder shall be required to mobilize for commencement of services at the specified sites in consultatin with NCAOR but later than 26.10.2014.

(F). SIGNING OF CONTRACT:

The successful bidder is required to enter in to a formal detailed contract (as per Annexure IV) with NCAOR within a maximum period of 30 days of date of NOA. Until the contract is signed, the NOA shall remain binding amongst the two parties.

(G). PERFORMANCE SECURITY:

- 1. Within 15 (fifteen) days from the date of Notification of Award (NOA) from NCAOR, the successful Bidder shall furnish the Performance Guarantee @ 5.0% of contract value by way of Demand Draft in favour of NCAOR , payable at Vasco Da Gama.
- 2. The Defects Liability Period will be Six months from the date of satisfactory completion of development of garden/ lawns. The Performance Guarantee will be refunded within 60 days of completion of defects liability and all obligations and discharge of all liabilities of the Contractor under the contract. Subject to the Contractor furnishing proof confirming payment of all wages, provident fund and ESI (where applicable) dues, or furnishing other proof of relative payments upto the date of termination of the contract with respect to all his employees deployed to render the services.

(H) PENALTY CLAUSE:

- 1. It is understood that there may be a Deficiency in the performance during the execution of work by the contractor of one or more of the Services required to be performed by the contractor under the Contract, the consequences whereof may not be quantifiable. With a view to discourage such deficiency in the performance of any Service(s), it is agreed that for each Deficiency as determined by NCAOR in any Service(s) to be performed by the contractor, NCAOR shall DEDUCT Rs.1000/- (Rupees One Thousand only) from the bills submitted by the Contractor.

2. For the purposes of, the expression “Deficiency” shall mean a deficiency in the availability, quality or the efficiency of any Service(s) at any time as determined by NCAOR (whose decision shall be final and binding on the contractor), provided that prior to arriving at such a decision, NCAOR shall give the contractor a show-cause notice setting out the Deficiency or Deficiencies observed, and give the contractor an opportunity of 7 (seven) days within which to make a representation in respect thereof. If any such representation is made, NCAOR shall take cognizance of the same before taking a final decision.
- (I) PERSONNEL:
- (a) Contractor shall depute adequate number of staff at work site on regular basis[should not be less than 7 on any working days (Monday to Saturday)] to perform the contract work effectively
- (b) Out of seven staff one staff should be professionally trained or qualified in the area of Horticulture/ Gardening (Proof to this extent to submitted by the contractor before start of the work to NCAOR administration)
- (c) Contractor shall ensure that personnel deputed for or in connection with the provision of the Services shall be:
- (i) Trained, experienced and competent to do the jobs for which they are assigned;
- (ii) Properly dressed, well groomed, neat and tidy and presentable to a standard reasonably required for the particular Service(s) for which they are assigned, and where required, shall be equipped with and wear distinctive uniforms in keeping with their positions as will identify and distinguish them.
- (iii) polite, respectful and courteous to all persons with whom they deal or interact.
- (iv) Provided with location and service specific safety kits and leveries
- (d) Contractor shall provide at all times such supervisory personnel as are required to ensure observance of and compliance with the provisions of sub-clause (a) above by the Contractor’s personnel deputed to the Location(s) for and / or in connection with providing Services pursuant thereto, for the distribution of work / job amongst such personnel and for controlling and supervising the performance of the works / jobs by them, and for ensuring deployment of substitutes (if and when necessary), and to gauge and understand on a continuous basis the requirements of NCAOR in relation to the Services and to communicate with NCAOR’s Personnel for the purpose, and to ensure due, timely and proper performance of the Services.
- (c) Contractor shall forthwith upon its own volition or at the request of NCAOR discontinue engagement of any Contractor’s personnel who do not fulfill, observe or comply with any of the requirements of sub-clause (a) above, or who otherwise fails to fulfill the expectations of NCAOR with respect to the Services.
- (d) With a view to ensure that the personnel deputed by Contractor for providing Services maintain the highest efficiency and integrity without developing affiliation, association or familiarity that can impact efficiency or enable tolerances which arise out of familiarity.
- (e) The Contractor shall ensure that the character and antecedent of Contractor’s personnel deputed to NCAOR in connection with the Services are verified with the local police.
- (J) GATE/ ENTRY PASS OR AUTHORISATION:
- i) Entry to the offices/premise is restricted and is subject to appropriate entry authorization in the form of a Gate Pass or other entry authorization.
- ii) Such entry authorization shall be issued by NCAOR only upon Contractor’s written request in the format(s) in this behalf from time to time prescribed by NCAOR, which requires that the request for Gate Pass/Entry Authorization will be:
- a) Signed by Contractor and endorsed by Contractor’s personnel for whom the Gate Pass/Entry Authorization is required;

- b) Accompanied by a copy of the Letter of Appointment issued to each such Contractor's employees for whom the Gate Pass/Entry Authorization is sought, the copy of the Letter of Appointment to be endorsed under the signature of the Contractor's employee concerned;
- c) Accompanied by 2 copies of the Employment Card required to be maintained by the Contractor under the rules framed by the Central Government under the Contract Labour (Regulation & Abolition) Act, 1970 with inclusion of a photograph of the employee for photo identity on each copy of the Employment Card.
- d) One copy of the Employment Card with photo identity shall bear the stamp and signature of the relevant Security Department of NCAOR and this shall operate as the entry authorization for the concerned personnel of the Contractor.
- e) NCAOR reserves the right to withdraw a Gate Pass or Entry Authorization at its discretion and shall inform the Contractor accordingly.
- f) Contractor shall ensure that if and when any of its personnel ceases to be employed by Contractor or ceases to be deployed to provide Services pursuant hereto, or is the subject of an order above, the Gate Pass/Entry Authorization issued for the purpose by NCAOR is forthwith retrieved from the concerned person and returned to NCAOR.

(K) LEGAL AND REGULATORY COMPLIANCES

The Contractor shall observe all the statutory compliances needed without exception:

1. NCAOR and Contractor both recognize that the provisions of the various Labour Laws applicable to Contractor and NCAOR with respect to Contractor's employees/personnel while deployed for and in connection with the performance of Services pursuant thereto in the Offices. To this end, in compliance with the provisions of all such Act to be complied by the Contractor without fail.
2. Contractor will maintain all records and registers required to be maintained by him as a contractor under the Act and rules framed there under including, but not limited to, Employment Card, Register of Wages, Register of Workmen Employed by Contractor, Muster Roll, Overtime Register, Register of Deductions, Register of Fines, Register of Advances, Wage Slip, Form of Register of Wages-cum-Muster Roll and such other records or registers as are required under the Act.
3. To enable NCAOR to comply with its obligations as principal employer under the Act, Contractor shall give advance notice of payment of salary / wages to its employees deployed at the Location(s) for providing Services pursuant hereto so as to enable NCAOR to depute a representative to witness payment of wages / salary to contractor's such employees at the Location. The Contractor shall pay its employees deputed to provide Services at the location, wages which are not less than the minimum wages prescribed under the applicable law for the respective category of work.
4. The Contractor shall maintain all the Reports, Returns, Proforma and other prescribed documents as prescribed under all the applicable Labour Legislation and NCAOR shall have the right to satisfy itself in this regard at any point of time.

(L) PRICE OF SERVICES:

- (i) Contractor represents and declares that it has fully understood all the requirements and expectations of NCAOR with respect to the Services.
- (ii) In consideration of the PROVIDING SERVICES OF GARDEN/LAWNS DEVELOPMENT AND MAINTENANCE AT NCAOR, GOA hereto, Contractor shall be paid by NCAOR after the end of each month on submission of bills alongwith copies of requisite documents.

- (iii) The sum(s) specified in Sub-Clauses (ii)) above are inclusive of all existing taxes, duties, cesses or other levies whatsoever payable by Contractor for or in connection with the provision of the said services (hereinafter collectively referred to as "taxes"), and all other statutory payments for providing the said Service(s) in respect of employees of the Contractor.
- (iv) There is no guaranteed minimum work or payment under this Contract. Payment will strictly be for services actually rendered. In case of any increase/decrease in scope of work addition/deduction in payment will be made or pro-rate basic.
- (v) The prices of services shall be firm throughout the contract period save as otherwise provided elsewhere in this agreement.

(M) PAYMENT PROCEDURE

- (i) Contractor shall submit monthly bills/invoices to respective In-charge of Admn at the Location(s) accompanied by the following documents for varification:
 - a) Proof of deposit of statutory levies like EPF/ESI etc. of the previous month of the bill submitted.
- (ii) Payment of the invoice/bill will be made within 30 (thirty) working days from the date of its submission, complete in all respects accompanied by the relevant documents and details specified above subject to certification of satisfactory performance of work by authorized Officer of NCAOR as per the contract.
- (iii) In the event of any dispute in respect of a portion of any bill, NCAOR shall make payment of the undisputed portion and shall promptly notify Contractor or his representative in writing of the disputed portion(s) with reasons for the dispute, with a view to enable prompt resolution of the dispute.
- (iv) Income Tax and other statutory deductions shall be deducted at source on the amount(s) admitted for payment to Contractor according to the applicable legal provisions in this behalf.

N. PERIOD & TERMINATION

- (i) This Contract shall be valid and effective for a period of TWO YEARS initially for development and maintenance of garden /lawns and may be extended further for a period of two years for maintenance on yearly basis on the same terms and conditions and on accepted quoted price.
- (ii) Notwithstanding the term of Contract, NCAOR may terminate this Contract on written notice to the Contractor if: a) The Services provided by the Contractor pursuant thereto shall in any manner be deficient in the opinion of NCAOR ; or b) Contractor is in breach of any of the material provision of this contract. In any of the said events, NCAOR may terminate this contract only if NCAOR has first given a written notice to the Contractor of such deficiency in service or breach giving requisite particulars thereof and the Contractor has not within 15 (fifteen) days of the receipt of such notice taken steps satisfactory to NCAOR to rectify the deficiency or breach.
- (ii) Notwithstanding any other right or remedy available to NCAOR, in the event of the contract being terminated by NCAOR under (ii) hereof above, NCAOR shall have the right to forfeit the security deposit .

(O). FORCE MAJEURE:

- (i) In the event of NCAOR or Contractor being prevented by Force Majeure to perform any obligation required to be performed by it under the Contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- (ii) The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Terrorist Acts, Fire, Flood and Acts and Regulations of Government of the two parties namely NCAOR and the Contractor (directly affecting the performance of the Contract). Upon the occurrence of such cause and upon its termination, the party alleging that it has been prevented thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party thereof within 72 hours of the ending of the cause respectively. If Services are suspended by Force Majeure conditions lasting for more than two months, NCAOR shall have the option of terminating the CONTRACT in whole or part at its discretion without any liability for breach on its part resultant upon the termination.
Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

(P) SECURITY DEPOSIT

- (i) Contractor shall provide and maintain with NCAOR Security Deposit @ 5% of the contract value The Security Deposit shall be collected by deductions from the running bills at the rate of 5% and the Earnest Money deposited will be treated as part of the Security Deposit. A sum of 10% of the gross amount of the bill shall be deducted from each running bill of the Contractor till the sum along with the sum already deposited as Earnest Money will amount to Security Deposit of 5% of Contract Price of the work. This is in addition to the Performance Guarantee that the Contractor is required to deposit.
- (ii) The security deposit shall be held by NCAOR as security for the due performance and discharge by Contractor of its obligations hereunder without any condition or reservation on the right of NCAOR to have recourse to the Security Deposit to recover any amount recoverable by NCAOR from the Contractor. Upon such recourse, the Contractor shall within 15 (fifteen) days of receipt of notice from NCAOR, appropriately replenish the Security Deposit to the extent of the recourse.
- (iii) No interest shall be payable by NCAOR on the Security Deposit.
- (iv) Security Deposit shall be returned to the contractor after the physical completion of the work on certification by the Competent Authority . The certificate , inter alia should mention that the work has been completed in all respect and that all the contractual obligations have been fulfilled by the contractors and there is no due from the contractor to NCAOR against the contract concerned.

(Q). INDEMNITY:

- (i) Contractor hereby indemnifies and holds NCAOR harmless and indemnified from and against:
 - (a) All acts of misfeasance, malfeasance, theft, dishonesty or embezzlement by any of Contractor's personnel deployed at the Location(s) resulting in any loss or damage to NCAOR or its property;

- (b) Any claim by any Contractor's personnel on NCAOR as a principal employer under the Act or under the Employees Provident Fund & Misc. Provisions Act or under Workmen's Compensation Act or under any other applicable law or against any breach or infraction thereof by Contractor;
 - (c) Any claim against NCAOR by any person employed by Contractor for employment or regularization of employment with NCAOR as a result of such employee being deployed by Contractor in providing Services pursuant hereto;
 - (d) Any misuse of any Gate Pass / Entry Pass or other entry authorization issued to any Contractor's personnel.
- Contractor shall indemnify and keep indemnified NCAOR and its director and employees
- (ii) from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or directly or indirectly associated with personal injury, illness or death of or loss or damage to:
 - (a) Any of Contractor's personnel (even if caused by or contributed to by the negligence or fault of NCAOR or its agents or employees or director)
 - (b) any other person to the extent the injury, illness or death is caused by the negligence or fault of Contractor or Contractor's personnel.
 - (c) Any property owned, hired or supplied by Contractor (even if caused by or contributed to by the negligence or fault of NCAOR or its employees).
 - (d) Any other property to the extent the loss or damage is caused by the negligence or fault of Contractor or Contractor's personnel.
 - iii) Notwithstanding any other provisions;
 - (a) Neither Contractor nor NCAOR shall be liable to the other, whether in Contract, tort or otherwise for any consequential loss or damage, loss of use, loss of production, or loss of profits. (b) The aggregate liability of Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price. Excluded from this limitation of liability is any amount covered and receivable under any policy of insurance.

(R). JURISDICTION AND APPLICABLE LAW:

This Agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) and shall be subject to the exclusive jurisdiction of the Indian Courts at Goa.

(S). ARBITRATION:

- (a) In case of any disputes arising out of interpretation of any of the provisions of this contract, the Director, NCAOR shall appoint an arbitrator. There will be no objection if the arbitrator so appointed is an employee of NCAOR and that he had to deal with the matters to which the contract relates and that in the course of this duties as such he had expressed views on all or any of the matters in dispute in reference.
- Subject as aforesaid, the provision of the Arbitration Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- (b)
 - (c) It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amount claimed in respect of each dispute. The arbitrator(s) may from time to time, with consent of the parties, enlarge the time for making and publishing the award.
 - (d) The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
 - (e) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
 - (f) The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause

to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.

(g) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

(g) The venue of arbitration is such place as may be fixed by the Arbitrator in his sole discretion

(h) The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

(T) CLAIMS:

Contractor agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of NCAOR. NCAOR may, at its option, pay and discharge any lien or overdue charges for Contractor's equipment, labour, materials, services and supplies under this contract and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to Contractor hereunder.

(U). PERFORMANCE:

The Contractor shall undertake to perform all services under this contract with all reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of the NCAOR and accept full responsibility for the satisfactory quality of such services as performed by him. Any defect, deficiencies noticed in the Contractor's service will be promptly remedied by the Contractor within 10 days upon the receipt of written notice from NCAOR to improve their performance failing which NCAOR may terminate the contract without giving any further notice.

(V). CONTINUANCE OF THE CONTRACT:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this contract.

(W) CORRESPONDENCE:

1. NCAOR's address and Fax No. is given in the N.I.T.
2. All correspondence from Bidders/ bidder shall be made to the office of the Director, NCAOR, Headland Sada, Goa-, 403804
3. All correspondence shall bear reference to bid / tender number.

Annexure-I

BIDDERS PAST SERVICES (EXPERIENCE) PROFORMA

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

(Signature of the bidder)

Note:

1. Bidder should submit supporting documents to establish that they meet the experience criteria in the form of satisfactory completion of services from the clients and also copy of work orders in respect of each work.

Annexure-II

PARTICULARS OF EQUIPMENTS (but not limited to below mentioned equipments) TO
BE PROVIDED BY THE CONTRACTOR TO EXECUTE THIS WORK EFFECTIVELY

Sl. No.	Name of Equipment	Number of equipment	Equipment in hand	Equipment to be procured/hired
1.	Electric and Manual Lawns Mowers with high capacity collection bags	1 each		
2.	Long Hose (25 meter) with rain wand/sprinklers	4		
3.	Weeder Fork	As per Requirement		
4.	Twist Fork			
5.	Pruning Shear			
6.	Hedge Shear			
7.	Grass Shear			
8.	Looper			
9.	Pruning Saw			
10.	Hoe			
11.	Garden Tool Kit			
12.	Digging Fork and Spade			

(Signature of the Bidder)

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO.

Date___

To,

The

Subject: Tender No.

due on :

Sir,

Mr/ Mrs. has been authorized to be present at the time of opening of above tender due on..... at on my/our behalf.

Yours faithfully,

Signature of Bidder

Copy to: Mr.....for information and for production before the_____ at the time of opening of bids.

ANNEXURE III

PROFORMA PRICE SCHEDULE

Tender No.:

Group A: -Development of Garden/Lawns at NCAOR, Headland Sada, Goa

Note: Development of gardens/lawns: 4 months (Start date will be decided by NCAOR).

(Price should be in Indian Rupees and inclusive of all applicable taxes)

Sl.No	Description	Unit	Quantity	Unit Rate (inclusive of all taxes)	Total Amount (In figure and Words)
(a)	(b)	(c)	(d)	(e)	(f) = (d) x (e)
1.	Supply, plantation and development of hedge by Murraya exotica including preparation of soil, application of manures and fertilizers, insecticides and fungicides etc complete and as directed.	Rft	1000		
2	Supply and Development of lawns by Mexican grass turf at the identified locations including preparation of soil and application of manures and fertilizers etc.	Sq. Mt.	1000		
	Total A				

(Signature of the bidder with stamp)

GROUP B. MAINTENANCE OF GARDEN /LAWNS

The quantity (area) mentioned below is indicating the existing lawns and garden. However, in the future (during the currency of contract including extended period, if any) the developed area(garden and lawns) will also be included in this for the purpose of maintenance at the rate quoted below and the amount for performing such services will be calculated on pro-rata basis

Sl. No	Description	Unit	Quantity (Square Meter)	Unit Rate (Inclusive of all taxes)/per sqmt Per month	Total amount (In figure and words) /per month
(a)	(b)	(c)	(d)	(e)	(f) = (d) x (e)
1	Maintenance of lawns, hedges and garden(Trees , Plants etc) including mowing of lawns, application of manures and fertilizers, spraying of insecticides and pesticides, weeding, sweeping and cleaning of dry leaves every day, watering. Shrubs and hedges pruning and light digging of soil etc.	Square Meter	7500.00		
	Maintenance of Potted plants including application of manures and fertilizers, spraying of insecticides and pesticides, weeding, and cleaning of dry leaves every day, watering. Pruning and light digging of soil.	Nos.	200	(Per pot per month)	(Total per month)
	Total B				

(Signature of the bidder with stamp)

Group-C **GENERAL MAINTENANCE OF THE OPEN AREA WITH TREES AND PLANTS.**

Sl. No	Description	Unit	Quantity	Unit Rate (Inclusive of all taxes) /per sqmt per month	Total amount (In figure and words) / per month
(a)	(b)	(c)	(d)	(e)	(f) = (d) x (e)
1	To cut wild growth, shrubs bushes, wild vegetation and dispose them in a proper manner in consultation with NCAOR of the entire area as specified. It will be responsibility of the contractor to ensure that wild growth, shrubs bushes, wild vegetation etc should not be more than 3-6 inches of size from ground level at any point of time during the year .	Square Meter	70000.00		
2	Maintenance of various kind of trees available in the area including timely supply of nutrients, manures, fertilisers, digging of soil etc.	Nos.	200	Per tree per month	Total per month
	Total				

Total of Group A (One time work) + Group B(Total per month)+ Group C(Total per month) :(In figure.....)

Total of Group A+ Group B+ Group C :

(In

Words.....)

(Signature of the bidder with stamp)

Annexure-IVMODEL SERVICE AGREEMENT(MSA) (To be signed with successful bidder)

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

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

WHEREAS:

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH as follows:

1. DEFINITIONS:

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

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

2. ENGAGEMENT:

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

3 PERSONNEL: As stipulated in tender document.

4 GATE/ ENTRY PASS OR AUTHORISATION : As stipulated in tender document.

5 LEGAL AND REGULATORY COMPLIANCES : As stipulated in tender document.

6 Staff Integrity

a) The Contractor shall ensure that the Contractor's personnel deputed to NCAOR in connection with the Services have been registered with the Police Authorities and shall produce a copy of the verification, if required by NCAOR for the purpose of ascertaining any person's character or integrity.

b) The Contractor shall pay its employees deputed to provide Services at the Location(s), wages which are not less than the minimum wages prescribed under any applicable law for the applicable category.

7 PRICE OF SERVICES: As stipulated in tender document.

8 PAYMENT PROCEDURE : As stipulated in tender document

9 PERIOD & TERMINATION : As stipulated in tender document.

10 FORCE MAJEURE: As stipulated in tender document.

11 DUTIES AND POWER/AUTHORITY

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

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

CONTRACTOR's representative:

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

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

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

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