

**RFQ for Annual Maintenance Works
Of Landscape / Garden
At
PDPU Campus, Gandhinagar**

Employer : Pandit Deendayal Petroleum University.

**Site Address : Pandit Deendayal Petroleum University,
Raisan, Gandhinagar – 382 007**

**Correspond. Address : Director General,
Pandit Deendayal Petroleum University,
Raisan Village, Gandhinagar - 382007**

Tender Issue Date : 08/12/2017 to 25/12/2017 3:30 PM

Last Date & Time for Submission of Bid : 26/12/2017 3:30PM

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1.01. INSTRUCTIONS TO THE TENDERERS

- 1.02. Sealed offers under two envelope systems in the prescribed forms are invited from eligible tenderer for Providing Annual Maintenance of Landscape / Garden & Horticulture works for the year 2017-18 for the Pandit Deendayal Petroleum University (here in after - PDPU) Buildings.
- 1.03. The amount of Earnest Money Deposit (EMD) of Rs. 5000 /- shall be submitted in the form of Demand Draft of scheduled Bank drawn in favour of PANDIT DEENDAYAL PETROLEUM UNIVERSITY payable at Gandhinagar.
- 1.04. The EMD shall be submitted in separate sealed envelope – super scribed with name of work and “Earnest Money Deposit”. If the EMD is not found as mentioned in sr. no. 1.03 & 1.04 above then, the respective Technical / Financial Bid shall not be opened.
- 1.05. Tender form duly signed in all respect with necessary EMD in the prescribed manner as mentioned above shall only be considered. Tender received incomplete and / or without Earnest Money Deposit shall be rejected.
- 1.06. The blank Tender documents for Annual Maintenance of Landscape & Horticulture works can be obtained from the correspondence address, within timings on payment of tender fees as mentioned in Annexure 1.
- 1.07. Last date of submission of tender and opening shall be as per Annexure 1
- 1.08. Each and every page of the tender documents should bear the stamp and signature of the person whose name / registration exists or he shall be authorized legally or any representative clearly by mentioning the name and stating that the person can sign the tender documents on his behalf.
- 1.09. Format I, II & III enclosed shall be filled without exception. The tenderer should be also enclose the latest Income Tax Clearance certificate and proof of PAN/VAT/ Works Contract, Tax Registration ETC.
- a) When there is a difference between the rates in figures and in words, the rates which correspond to the amount worked out by the contractor shall be taken as correct.
- b) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.
- c) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken correct and not the amount.
- 1.10. The site for the work can be seen on any working days during office hours by contacting Incharge Engineer , Pandit Deendayal Petroleum University, Gandhinagar. The tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting the tenders, the form and nature of site, the means of access to the site. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- 1.11. All rates shall be quoted in the tender form and the amount for each item should be worked out and requisite totals be given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the rate should be written in whole rupees format only.
- 1.12. PDPU does not bound to accept the lowest or any other tender, and reserves the right to reject any or all of the tenders without assigning any reasons thereof. All the tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

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- 1.13. Canvassing whether directly or indirectly, in connection with tenders strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 1.14. PDPU reserves the right of accepting the whole or any part the tender and the tenderer shall be bound to perform the same at the rate quoted, Further PDPU reserves the right to execute whole or part of the proposed work & the quantity may vary as per actual requirement. Contractors cannot raise disputes for the same.
- 1.15. The work shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If any contractor withdraws his tender before the said period, or issue of letter of acceptance / Indent whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable by the PDPU, shall be without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money.
- 1.16. On acceptance of the tender, the name of the accredited representative (s) of the contractor, who would be responsible for taking instructions from the authorized officer of the PDPU shall be communicated in writing to the PDPU.
- 1.17. Sales tax, Purchase tax, turn over tax, Service tax or any other tax, labor cess, in respect of the contract shall be payable by the contractor, PDPU will not entertain any claim whatsoever in respect of the same.
- 1.18. Rates quoted shall be deemed to inclusive of material, machinery, tools and plants, etc. & all taxes (excluding service tax), duties and levies, insurance etc. No escalation of whatsoever nature, shall be payable.
- 1.19. The tenderer/s shall produce of their valid enlistment, Service Tax registration and ESI, EPF registration etc wherever applicable, with the appropriate authority.
- 1.20. Eligibility Criteria: The tenderer should have minimum THREE years experience in Maintenance of Landscape and Horticulture works of similar nature. The tenderer should have undertaken / completed minimum two similar kinds of projects (i.e. with institutional & corporate clients) worth of **Rs. 10.00 Lac** in last 3 financial years viz. 2013 -14, 2014 – 15 & 2015 - 16
- 1.21. Duly filled offer document shall be delivered by Hand Delivery in the office of PDPU at the following address: Amenities Centre, Pandit Deendayal Petroleum University, Village - Raysan, Gandhinagar
- 1.22. Submission of bids: Proposals should be submitted in two separate envelopes namely, 'Technical Bid' and 'Financial Bid'. The technical and financial bids duly sealed in separate envelope and be kept inside a single envelope which shall clearly super scribed as “**RFQ for Annual Maintenance of Landscape and Horticulture Works at PDPU Campus, Gandhinagar**”. The envelope should be clearly marked as '**Technical Bid**' (Envelope-I) and '**Financial Bid**' (Envelope-II). The third envelope shall contain the Earnest Money Deposit with covering letter.
- 1.23. Evaluation of Technical Bids: Bids received and found valid will be evaluated by PDPU to ascertain the best-evaluated bid for the complete work/services, under the specifications and documents. The tenderer should take care to submit all the information sought by PDPU in prescribed formats.
 - a. Firm's relevant experience and strength – Profile of agency, Registration details, and experience of similar works, annual turnover, and total manpower employed.
 - b. Qualification of the proprietor/s or partner/s and related experience of works.
 - c. The Tenderer should provide the complete Postal Address, telephone/Mobile/Fax/E- mail address, etc. while submitting the completed Tender form.
- 1.24. Financial Bid: The financial bid of only those tenderers, whose technical bid is found satisfactory shall be opened.

1.25. Award of work :

- i. The selection of the agency will be at the sole discretion of PDPU, who reserves the right to accept or reject any or all the tenders without assigning any reasons thereof.
- ii. The contract for Providing Annual Repairs and Maintenance shall be awarded to the best qualified responsive tender.
- iii. Upon evaluation of offers and further negotiations, the written notification for award of contract will be intimated to the successful tenderer to start the work.

1.26. The General Terms & Conditions for supply of materials or services to PDPU, including the Law of contract & Law of agency, will be applicable, with the modification that wherever the references used for supplies of Stores etc. should be read to mean “Services”.

1.27. The contractor will be responsible for complying with payment of minimum Wages as applicable under Central Government Rules and other benefits including prescribed number of Holiday/Weekly off etc. to its employees deployed in the Office, as per labour Laws in force from time to time. The agency will be responsible to comply with laws related to Social Security such as E.S.I., P.F., Leave Wages and National Holidays as applicable and Service Tax wherever applicable and other Labour Legislations, Pollution Control and such statutory orders by Government/ Statutory Authorities/ Municipality which may be in force from time to time, if applicable.

- i) Workers engaged through Service providers must receive their Wages on the last day of the month.
- ii) Payment to such workers must be made by the Service Providers through Cheque. Under no circumstances payments will be made in cash. To ensure this, Service Providers will get a Bank account opened for every engaged worker.
- iii) In order to ensure that such workers get their entitled wages on the last working day of the month, the following schedule will be adhered to:-
 - a) Monthly, Bill as per above cycle, will be submitted by the Service Providers on 24th of the current month

1.28. The agency should have experience for providing (nature of services in reputed organizations preferably in Govt. and Public Sector for at least 3 years of list of clients as above along with satisfactory performance certificate from such clients may be communicated to this Office.

- i) Copies of Income Tax /Service Tax returns for the latest Three Assessment Years.
- ii) Copy of Trade license essential for carrying out the activities under the contract.
- iii) Copy of Sales Tax Returns, if applicable.
- iv) Copy of the PAN CARD of the Proprietor/Partner/Company.
- vi) Copy of Registration Number allotment letter issued by EPFO, if applicable.
- vii) Copy of Registration under Service Tax.
- viii) Details of experience with documentary, evidence.

ANNEXURE - A

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions and Interpretation

Definitions

a) In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

i) “Employer / Client” means the Pandit Deendayal Petroleum University (PDPU) and authorized representative of PDPU.

ii) “Engineer” means the person appointed by PDPU to act as an Engineer for the purpose of the Contract.

iii) “Contractor / Tenderer / Bidder” means an individual or firms (proprietary or partnership) whether incorporated or not, that has entered into contract (with the employer) and shall include his/its heirs, legal representatives, successors and assignees. Changes in the constitution of the firm, if any, shall be immediately brought to the notice of the employer, in writing and approval obtained for continued performance of the contract.

(b)(i) “Contract” means the conditions, the Specifications, the Bill of Quantities, the Tender, the Letter of acceptance, the Contract Agreement (if completed) and such other documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement.

(ii) “Specification” means the specification of the works included in the contract and any modification thereof. The items of works shall be executed in strict accordance of CPWD specifications.

(iii) “Drawings” means all the completion drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under this contract and all drawings, calculations, samples, patterns, models, Repair/Repairs and Maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Engineer.

(iv) “Bill of Quantities” means the priced and completed bill of quantities, IF ANY, forming part of the Tender.

(v) “Tender” means the Contractor's priced offer to the Employer for the execution and satisfactory completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract, Specification as accepted by the Letter of Acceptance. The word Tender is synonymous with “Bid” and the words “Tender Documents” with “Bidding Documents”.

vi) “Letter of Acceptance” means the formal acceptance of the tender by PDPU in writing.

vii) “Contract Agreement” means the contract agreement (if any) referred to in Sub-Clause (1.a.iii)

viii) “Appendix to Tender” means the appendix comprised in the form of Tender annexed to these Conditions.

(c) (i) “Commencement Date” mean the date on which the Contractor received the notice to start the works.

(ii) “Time for Completion” means the time period for which the contract for “Annual Repair and Maintenance” has been awarded by the employer to the contractor.

(d) “Taking over Certificate” means a certificate issued by Client evidencing successful and satisfaction completion of the awarded work.

(e) (i) “Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.

(ii) “Retention Money” means the aggregate of amount retained by the Client as Security Deposit.

(f) (i) “Works” mean the Permanent Works and the Temporary Works of either of them to be executed in accordance under the contract and contract specifications.

(ii) “Site” means the places provided by the PDPU for Repair and Maintenance to the Contractor as per list annexed with the tender.

(iii) “Cost” means all expenditure properly incurred or to be incurred, whether on or off the Site, including over head and other charges but does not include any allowance for profit.

2. Eligibility Criteria & Requirements

- 2.01. The applicant must be a Registered / Licensed Organization / Partnership firm / Sole proprietorship / Individual.
- 2.02. The applicant must have a proven track record of at least 3 years in Maintenance of Garden & Horticulture Work.
- 2.03. a. The applicant must produce relevant documentary evidence along with the tender application form.
b. Non disclosure of relevant information or furnishing of incorrect information / documents will suffer disqualification of the application.
- 2.04. The applicant must have average annual turnover of Rs. 10 lakhs during the last three financial years.
- 2.05. The applicant must not have been at any time declared as insolvent or convicted for any offence by any Authority.
- 2.06. The applicant shall comply with all the requirements of labor laws; obtain all licences / approvals / permissions to carry on the business of Maintenance of Landscape & Horticulture Work.
- 2.07. The applicant must not have been prosecuted or suffered any penalty for violation of any labor laws by any Authority.
- 2.08. The applicant should neither be a sub-contractor to any other entity/ person.
- 2.09. The contractors who have already rendered services at PDPU will be allowed to participate if their work records are satisfactory.
- 2.10. The applicant should not be a party to any cartel at any time for processing any contract including the present Tender.
- 2.11. PDPU is not responsible in any manner for the postal delay/loss/ non receipt of the tender.
- 2.12. The tenderers are advised to inspect the premises etc. where the services are required to be offered and assess for requirements themselves before submission of the tender.
- 2.13. The validity of the tender shall be for 3 months.
- 2.14. The rates should be quoted as per Performa given in Annexure – B.
- 2.15. The tender should be submitted so as to reach PDPU – Correspondence address on or before the date and time specified in the covering letter.
- 2.16. Corrections, if any, in the quotation should be duly authenticated with full signature. In case of any difference between the figures and the wordings, the wordings will be taken as the correct one.
- 2.17. The quotation should be either typewritten or neatly and legibly hand written in dot-pen.
- 2.18. Earnest Money Deposite – As per Appendix clause 9

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- 2.19. If the successful tenderer fails, in course of the agreement period, to comply with the terms and conditions of the Agreement, the security deposit may be forfeited in full or in part as decided by PDPU
- 2.20. PDPU reserves the right to change the relevant dates; to accept or reject all or any of the applications; to accept any higher bid; or cancel all tenders without assigning any reasons whatsoever.
- 2.21. Any dispute arising out of or relating to this tender shall be deemed to have arisen in Gandhinagar and shall be subject to adjudication of a competent court in Gandhinagar.
- 2.22. The applicant must furnish an appropriate declaration in respect of the terms and conditions mentioned herein along with the application form.
- 2.23. Any tender not complying with requirements/conditions either wholly or partially shall be liable for rejection.
- 2.24. Documents to be enclosed along with Technical Bid (copies to be self attested):
1. Certificate of Registration with Labour Department.
 2. Certificate of Registration with office of the Regional Provident Fund Commissioner.
 3. Certificate of Registration with employees State Insurance Corporation.
 4. Certificate of Registration for Service Tax.
 5. Certificate of Income Tax PAN/TAN Number.

TENDER CONDITIONS

PDPU (which expression shall, wherever the context or meaning so requires or permits mean and include its successors, legal representatives and assigns) wishes to call for tenders from the approved contractors.

Nature of work: Maintenance of Garden and Horticulture work in PDPU Campus, Gandhinagar

1. 'Garden / Landscape' means all the areas having lawn, plants, shrubs, trees, potted plants etc. Confined within PDPU campus. The compound of the UG hostel, High Rise Hostel and all other surrounding areas also will come under the purview of PDPU Landscape / Garden. The Garden / Landscape area is approx. **80496 Sqm**, Planter area is **7558 Sqm**, & Boundary Length is **2405 Sqm**. Actual area needs to be verified on site by vendor (if required)

2. Maintenance

Regular Maintenance: The Maintenance work includes the entire lawn, plants / trees / shrubs / ground covering plants, on the fences etc. in PDPU campus and total open area including the PDPU compound wall. It includes maintenance of the existing as well as any other additions to the garden / lawn / plants etc. Apart from the above, the day to day maintenance work includes the following:

- 2.1 Lawn of the entire PDPU Campus including UG Hostel Campus and High Rise Hostel Campus;
- 2.2 All trees, shrubs, hedges, plants etc. of the entire PDPU campus;
- 2.3 Flower beds, plants in pots and plants on fence / compound wall tops;
- 2.4 Keeping plants alive and healthy;
- 2.5 Watering plants, shrubs, saplings, trees daily (except on rainy days) preferably in the morning & evening and not in the hot sun to avoid heavy transpiration;
- 2.6 Regular uprooting all kinds of weeds;
- 2.7 Removal of unwanted bushes from the campus
- 2.8 Removing the dead leaves, cleaning the area including disposal of waste and dead leaves, twigs, garbage on day to day basis, making bunds to the plants wherever required, adding red soil and manure to the roots of the plants wherever necessary;
- 2.9 Keeping the lawn area, garden and the surroundings in a clean and neat condition;
- 2.10 Replacing all the dead, diseased plants, vacant patches anywhere in the campus including the potted ones as when and where it occurs. Broken pots should be replaced with new ones by the Contractor.
- 2.11 Maintaining all plant hedges decently. Pruning and mowing should be done by keeping the foliage aesthetically at a reasonable size without making them bald with a motive to keep a longer gap for the next job
- 2.12 Overgrowing trees from neighbouring gardens spreading on to PDPU premises will have to be pruned periodically from above the fence level vertically up.
- 2.13 Names of the plants (Gujarati, Hindi, English & Botanical names) have to be written on pliable plastic plates & tagged to the respective plants or erected on small poles on the soil to identify the plants.
- 2.14 Any gap on fences, hedges or elsewhere will have to be filled up within a week.
- 2.15 Performing all such other relevant maintenance services in accordance with all Laws, PDPU's instructions including complying with all legal formalities required in engaging suitably qualified, experienced, competent gardeners as may reasonably be required for the performance of the services;

- 2.16 Providing daily minimum **50 Gardeners & 5 Supervisor** with 8 hours diligent work, out of which at least 1 should be a horticulture nursery assistant with necessary experience and training. They should be available daily from 9.00am to 1.00 pm and from 2.00 pm to 6.00 pm including Sundays and holidays while taking care of statutory provisions in this regard. Over and above the minimum number of work force required as stated above, the contractor may engage additional work force as and when required to meet our job requirements mentioned in the terms and conditions of the Agreement for which no extra payment will be made to the contractor. However, in case number of work force deployed is less than what has been prescribed above, the proportionate deductions will be made from the payment to contractor.
- 2.17 The drain of the garden is to be maintained well so that the drain water freely flows out of the PDPU compound without any stagnation/clogging.
- 2.18 The contractor shall take such steps that snakes/bandicoots etc. do not cause any menace in the garden, surroundings of PDPU premises.
- 2.19 Other (seasonal) Maintenance - Pruning, cutting and dressing bushes and plants : pruning should be done at regular intervals, strictly ensuring no damage to the beauty & aesthetics of the hedges & plants on all sides;
- 2.20 Mow and prune the grass everywhere whenever required or at least once in a month by keeping it aesthetically decent
- 2.21 Planting of at least **5000** seasonal flower plants like marigold, dahlia, zinnia, sevanthi, Acalypha Microphylla; Ixora Pink (hybrid), Nerium Dwarf, Galphimia Gracilis, Tavernamontena Varigated etc. every year at the places as may be decided by PDPU.
- 2.22 Planting additional **80** trees & **80** pots with plants in a year as indented by the PDPU.
- 2.23 Burn the waste, dried leaves, mowed grass etc., once in a week only in the presence and at the direction of an authorized official of PDPU, at the designated place without affecting the live trees in any manner what so ever / without causing any damage / inconvenience to the Corporation or Public in the surroundings.
- 2.24 Apply Insecticides / Pesticides to control pests and cure the insect infections. Organic pesticides like Neem oil can be sprayed periodically to prevent & cure contamination.
- 2.25 Provide suitable and seasoned bio-manure / gobar / compost / fertile red soil to the plants as and when necessary or at least twice a year.
- 2.26 Vermi-culture may be done in the garden to make the soil more fertile.
- 2.27 Erosion of soil on any part of the garden due to rain or for whatsoever reason will have to be filled up with good red soil and levelled.
- 2.28 The contractor shall thoroughly clean the dust and dirt, debris etc., and remove all the scaffoldings and other materials used for the works away from the site and keep the site free from all the above.
- 2.29 All garden tools will be brought and maintained by the contractor at his own cost without charging extra cost.

3. Workers related:

- 3.1 The workers should have experience of gardening / landscaping to perform their duties satisfactorily. They (i.e. gardeners/ supervisors) should be skilled, trained, strong, healthy and medically fit, alert, polite, courteous and able to perform their duties diligently. The said workers should be properly dressed and disciplined. Any discourteous behaviour on their part may lead to termination of the contract.

- 3.2 In the course of their activities, the gardeners, workers shall not spoil the landscape garden, plants, trees, shrubs, potted plants etc. in any manner whatsoever. They shall not disturb / cause inconvenience to the officials, participants, campus residents, any third party or their property in any case.
- 3.3 The Contractor shall adhere to the provisions of applicable labour laws such as Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Employees State Insurance Act, Equal Remuneration Act, 1970 and rules made there under.
- 3.4 The Contractor shall, at his own expense, arrange to take and maintain till the end of the contract period, in the name of Contractor, an Insurance Policy towards Workmen's Compensation from any subsidiary of General Insurance Corporation for any bodily injury and/or death etc. of the persons engaged for the maintenance work and deposit the said Insurance Policy with PDPU.
- 3.5 The Contractor, on the request of the PDPU, shall immediately dismiss from the work any of his workers/ gardeners or any person/s engaged by them to carry out the above jobs, who, In the opinion of the PDPU, may be unsuitable or incompetent for the work entrusted. Further if any of the workers/ gardeners commits any misconduct, such person/s shall not be employed on site again by the Contractor without the permission of the PDPU. Suitable replacement to be made immediately.
- 3.6 The Contractor shall not engage any person with a criminal record / conviction and shall bar any such person from participating directly or indirectly in rendering the services under this agreement.
- 3.7 The Contractor shall submit the photographs, names, addresses, phone numbers/contact numbers of the persons deployed to work in the garden.
- 3.8 Workers' register prescribed by PDPU will have to be used at PDPU for garden workers attendance.
- 3.9 The contractor shall provide gum-boots and hand gloves to the workers / gardeners as a protective measure. The contractor shall also provide rain protective gears to the workers / gardeners during rainy season.
- 3.10 PDPU shall not accept any claim in the event of any worker / gardener sustaining any injury, damage or loss to either person or property either inside or outside PDPU premises. If any person engaged by contractor is injured or rendered partially / permanently disabled / indisposed due to any reason such as disease, accident, fire etc. during the working hours, it shall be the sole responsibility of the contractor to take care of them and to pay necessary compensation in respect of such personnel as per relevant labour laws including all medical expenses, legal expenses etc. and PDPU does not hold any responsibility in this regard whatsoever.

4. Penalties in case of violation of the contract

- 4.1 Contractor has to compensate PDPU, in case of any default or dereliction of duty on their part in any manner in adhering to the terms and conditions as agreed to, equivalent to amounts chargeable for getting the job done from outsiders at piece meal rates plus the office overheads for the time and energy of various officials and staff as may be decided by the PDPU.
- 4.2 Penalty up to Rs.1000/- will be imposed for the following lapses:
 - a. Non-watering/ partial watering of plants on any day.
 - b. Unscrupulous cutting of trees/plants and allowing them die.
 - c. Non-replacement of dead plants.
 - d. Inadequate care of any plant leading to emaciation.

- e. Garbage disposal without conforming to PDPU stipulations as above
 - f. Not following the instructions given by PDPU.
- 4.3 In case the services are not found satisfactory, PDPU shall be at a liberty to withhold any payment/s that may be due to the Contractor till such time, such services are rendered to the satisfaction of the PDPU.
- 4.4 The Contractor shall keep PDPU indemnified fully and without limit against all costs, claims, damages, expenses, fines, losses, liabilities and penalties including attorney's cost, expenses accruing, incurred or suffered by PDPU directly or indirectly arising on account of:
- a. failure by the Contractor to perform any of the obligations under this contract, in accordance with the provisions of this contract;
 - b. any claim from any statutory authority or workers of the Contractor with respect to their terms of services, arising in relation to non-compliance by the Contractor with any matter set out here in;
 - c. any act of commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this contract by the Contractors / workers;
 - d. any offence mentioned in the Indian Penal Code 1860 including theft, robbery, extortion, misappropriation and the like (and its subsequent amendments including ones taking effect even after the effective date), or accident in relation to any assets or properties or documents or instruments of the Contractors which are, or are deemed to be, in custody of the Contractors;
 - e. any adverse claim/s of whatsoever nature made on the Corporation; and
 - f. any act of the contractors' workers in any manner whatsoever
- 4.5 In case of failure in executing any of the Rate Schedule items and also in case of defective, untimely, delayed execution, PDPU is authorized to assess them in pecuniary terms and deduct such amount from the proceeds payable to the contractor as is deemed fit by PDPU.
- 5. Other conditions:**
- 5.1 The rates quoted by the contractor shall include for all the works specified above unless otherwise stated separately.
- 5.2 Water shall be supplied by PDPU. The Contractor has to make his own arrangements from that point forward for water consumption required for the maintenance work.
- 5.3 No advance for purchase of any item for maintenance of the above work shall be payable to the contractor.
- 5.4 The tender shall be valid for acceptance for a period of 3 (three) months from the last date of receipt of tender including extended dates, if any, for the receipt of tender.
- 5.5 The tenderers are advised to inspect the site where maintenance of garden and horticulture work is to be carried out, before quoting their rates in submission of tender.
- 5.6 The Agreement shall be for a period of 1 (one) year with effect from ___ / ___ / 2018 unless terminated earlier, which can be renewed, if PDPU desires so, for a further period of 1 year on the same terms and conditions, subject to satisfactory performance during the contractual period.
- 5.7 The rates quoted shall be firm throughout the currency of contract and will not be subject to any fluctuations due to variation in cost of materials, labour and other inputs, if any. No price escalation for labour and materials or any other function related to maintenance shall be allowed under any circumstances.

- 5.8 The Bill should be submitted on the expiry of every month. The Bill will be settled within a period of 15 days from the date of submission of all requirements by the contractor, after satisfactory compliance of all the maintenance works in all respects.
- 5.9 The final bill will be settled within 30 days from the date of submission of final bill along with all other requirements by the contractor in all respects.
- 5.10 Contractor shall note Tax deduction at source will be made from bills while making payments.
- 5.11 All the tools for gardening including pesticide and fertilizers will be supplied by the Contractor at his own cost without charging any extra.
- 5.12 The Contractor shall not exercise any lien on any of the assets, properties, documents, instruments or material belonging to PDPU but in the custody of the Contractor, for any amount due or claimed to be due by the Contractor from PDPU.
- 5.13 The Contractor shall regularly provide updates to PDPU with respect to the services provided and shall meet the officials designated by PDPU to discuss and review his performance at least once in a fortnight or such intervals as may be decided by PDPU.
- 5.14 The Contractor shall not assign or subcontract any of its responsibilities contained in this contract to any agent, sub-agent or subcontractor.
- 5.15 In case of any dispute relating to this contract as above, the decision of PDPU shall be final and binding on the contractor.
- 5.16 Any dispute arising out of or relating to this Agreement shall be deemed to have arisen in Gandhinagar and be subject to adjudication of a Competent Court in Gandhinagar.
- 5.17 PDPU reserves the right to reject or accept any tender without assigning any reason whatsoever. PDPU reserves the right to reject all the tenders and call for fresh tenders without assigning any reason whatsoever.
- 5.18 The contractor shall execute an agreement of the terms and conditions on stamp paper of appropriate value with PDPU.

Signature of the Contractor

(Date & Stamp of the Company)

BRIEF DESCRIPTION OF THE FIRM

(With an outline of the experience of the firm for similar works during last three years)

1	Name of the individual / Firm / Organization and Address (with telephone number / contact mobile no.)				
2	Date of Establishment / Incorporation				
3	Details of Registration with Labour Department (Central / State) / GHMC				
4	Name of the Proprietor / Partners / Directors together with technical qualification				
5	Past Experience in the field (enclose testimonials for the purpose)				
5.1	Maintenance of Garden & Horticulture work (in the past 2 financial years)				
	Period of Contract		Name of the Firm / Person / Organization from whom Maintenance of Garden & Horticulture work contacts were undertaken	Annual turnover	No of persons employed
	From	To....			
1					
2					
3					
5.2	Maintenance of Garden & Horticulture work (At present) Continuing)				
1					
2					
3					
5.3	Mention with reasons the details of nay maintenance of Garden & Horticulture work annulled / Broken before the end of the Contractual period				
1					
2					
3					
(NOTE: submit proof & certificates. Use additional sheet if required.)					
6.	Annual Turnover during last 2 financial years (enclose copies of latest financial statement preferably audited)				
	For 2014 - 15				
	For 2015 - 16				
	For 2016 - 17				
	Average Turnover				
7	PAN & TAN Nos. And copy of the latest Income tax Assessment order				

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8	Service tax Registration number	
9	Proof of ESI registrations, and the registration numbers there of	
10	Name and address of bankers, A/c no., IFSC code and type of facility enjoyed	
11	Name, Address, Tel. / Mobile Nos. Of two referee institutions whom the Gardening services were provided in the past as mentioned in column 5.1 & 5.2	a)
		b)

Sign of Contractor:

Date: Place:

NOTE: Document evidence wherever applicable should be enclosed.

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APPENDIX

This appendix forms a part of tender document. The clauses mentioned herein are considered to be final. In case of discrepancy between clauses of Appendix and corresponding clauses of tender document, clauses mentioned in the Appendix shall govern.

1	Employer	Register Office Address: Pandit Deendayal Petroleum University, Village - Raysan District - Gandhinagar Correspondence Address: - As Above -
2	Site Address	Pandit Deendayal Petroleum University Raysan Village, Nr. Koba Circle, Gandhinagar – 382 007
3	Name of Work	Annual Maintenance of Garden / Landscape & Horticulture works at PDPU Campus
4	Scope of Work	As mentioned in clause 3.1 of Criteria, Condition and Scope of works
5	Time Limit / Period of contract from the date of issue of LOI / Work order	Overall completion time: 12 Months
6	Information about Tender Document	
6.1	Tender Fees	Nil
6.2	Tender Issue:	08/12/2017 to 25/12/2017 3:30 PM
6.3	Pre Bid Meeting	NA

6.4	Tender Submission	On 26 / 12 / 2017 @ 03:30 pm. Address: At “Site Address” as mentioned in 3 above
6.5	Tender Opening	The tenders shall be opened in presence of the authorized officials of PDPU. The bidders – recommended by the committee of PDPU shall be notified for further negotiation procedure.
6.6	Tender Validity	90 days from the submission of Tender
7	Earnest Money Deposit	Rs 5,000/- in form of DD / Pay order in favour of Pandit Deendayal Petroleum University payable at Gandhinagar
8	Security Deposit	5% of the contract value to be given by the way of FD/DD/Bank Guarantee at the time of award of the contract

9	Release of SD	
9.1	2.5% (50 % of 5% SD)	After six month of the works.
9.2	2.5% (Balance 50% of 5% SD)	After completion of the contract

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10	Retention Money	Not Applicable
11	Mobilization Advance	Not Applicable
12	Recovery of Mobilization advance	Not Applicable
13	Material Advance	Not Applicable
14	Value of works for interim certificates	Monthly bill shall be raised. A maximum of 12 running bills shall be allowed during the entire project execution.
15	Liquidated damages	Not Applicable
16	Payments:	
16.1	Period of honouring certificates and payments	20 days
16.2	All payment made by the Employer shall be payable at	Gandhinagar

17	Other Charges	
17.1	Charges for Electrical Power Supply & Water Supply	Water and electricity shall be made available free of cost at nearby source of work. The contractor has to make his own arrangement for use of the same including extending temporarily lines etc. The responsibility for following relevant rules, regulations and loss in the regard shall be entirely that of the contractor
17.2	Extra items	Contractor shall carry out work for Extra Items only with the prior written approval from EIC & Architect. In absence of the same any claim on account of Extra Item shall not be considered by Client for further payments. On certification of rate analysis which covers cost of material, labour, actual taxes, duties, and profit & overheads @ 15%.
17.3	Escalation	No escalation to be given.
18	Insurance to be covered up by the Contractor	<ol style="list-style-type: none"> 1) Workmen's Compensation 2) Contractor's All Risk (CAR) policy 3) Third party
19	Tender Rate	<p>The rates shall also be firm and not subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. It shall also include for sales tax, excise duty, VAT, octroi and any other taxes/duty or other levy levied by the Central or State Governments or local authorities, sales tax on works contract (if applicable) as on the date of signing of the tender document. No claim in respect to the variation in above mentioned taxes shall be considered for payment, by the Employer, as an extra amount till the work is completed.</p> <p>The rates of the items to be quoted shall be without service tax and the same shall be mentioned separately as sought in the summary.</p>

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CLIENT

CONTRACTOR

ANNEXURE – B

Schedule of Quantity

Sr. No.	Item Description	Rate per Month (in Rs.)	Annual Amount (in Rs.)
i)	Annual Maintenance charges for maintaining the entire lawn area, garden, trees & plants, shrubs, hedges, flower beds, ground covering plants, etc. in PDPU Campus, UG Hostel Campus and total open area within the PDPU campus (garden as defined in tender conditions) : Maintenance charges including day to day maintenance, keeping plants alive and healthy, insecticide application for controlling insects, watering, providing manure, pruning, cutting, dressing, removal and disposal of dead leaves / unwanted items/ garbage, replacement for dead plants, making bunds, keeping the garden in neat and clean condition with beauty and aesthetic sense etc. Complete. (Further break up of cost to be submitted if required by PDPU)		
ii)	Supplying and planting of Seasonal flowering plants (per annum) - 5000	-	
iii)	Supplying of trees (20 per quarter i.e. 80 per annum)	-	
iv)	Supplying of pots (20 per quarter i.e. 80 per annum) – 2 wages per worker	-	
	Sub Total of A	-	
	GST @ ____% (To be specified exact amount instead of %)	-	
	Grand Total (A + B)	-	