

HOMI BHABHA CENTRE FOR SCIENCE EDUCATION
Tata Institute of Fundamental Research
National Centre of the Government of India for Nuclear Science and Mathematics
(Deemed to be University)

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NIT cum Tender Document for
**ANNUAL MAINTENANCE CONTRACT FOR LANDSCAPE AND
HORTICULTURE WORKS FOR THE YEAR 2024-2025**
**AT HOMI BHABHA CENTRE FOR SCIENCE EDUCATION, TIFR,
MANKHURD, MUMBAI – 400088**

Date: 29/08/2024

(TENDER NO: HBC/PUR/PUBLIC TENDER/07/2024)

HOMI BHABHA CENTRE FOR SCIENCE EDUCATION
TATA INSTITUTE OF FUNDAMENTAL RESEARCH

Ref No.: HBC/PUR/PUBLIC TENDER/07/2024

August 29, 2024

NOTICE INVITING TENDER

The Homi Bhabha Centre for Science Education (HBCSE), Mumbai is a National Centre of TIFR, Mumbai which is under the aegis of the Department of Atomic Energy, Government of India. Bids under **TWO Bid (Technical & Financial) System** are invited on behalf of Centre Director, HBCSE Mumbai for award of contract for **Annual Maintenance Contract for Landscape and Horticulture Works for the year 2024-2025** at Homi Bhabha Centre for Science Education - TIFR, Mankhurd, Mumbai – 400088, as per the ‘Scope of Work’, ‘Terms & Conditions’, and other details specified in this ‘Proposal Document’.

Brief Details of Work				
1.	Tender Notice No.	HBC/PUR/PUBLIC TENDER/07/2024		
2.	Name of work	Annual Maintenance Contract for Landscape and Horticulture Works for the year 2024-2025 at Homi Bhabha Centre for Science Education - TIFR, Mankhurd, Mumbai – 400088.		
3.	Estimated Cost	Rs.36,22,000/- Rs. Thirty-Six Lakhs and Twenty-Two Thousand only		
4.	Earnest Money Deposit	Rs.72,440/- Rs. Seventy-two thousand Four Hundred and Forty only Original EMD along with the Technical Documents should be sent to the office of Head Administrative Operations, Homi Bhabha Centre for Science Education (HBCSE), Mankhurd, Mumbai on or before September 18, 2024 Alternatively, this amount can be remitted by bank transfer and the details should be sent through email. <u>Bank A/c Name:</u> HBCSE-TIFR Non-Plan A/C <u>Bank A/c No.:</u> 1038019943 <u>Bank Name:</u> Central Bank of India <u>Address:</u> Jigna Apartment, Sion-Trombay Road, Mankhurd, Mumbai – 88 <u>IFSC Code:</u> CBIN 0282523. Bid Security Declaration as per our format (Form G) to be submitted on the company’s letterhead.		
5.	Duration of contract	One Year, with the first three months as a probationary period. This period may be extended under the same rate, terms and conditions maximum up to 2 years, provided that performance meets the Centre's standards and expectations.		
6.	Tender Documents available period for download	August 29, 2024 to September 18, 2024 Tender documents can be downloaded from the website of CPPP https://eprocure.gov.in/epublish/app or HBCSE website : www.hbcse.tifr.res.in		
7.	Contact Officer(s) details	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <u>For Service-related queries:</u> Mr. Prasad C. Mhatre Junior Engineer, HBCSE Email: prasad@hbcse.tifr.res.in Tel no. 022-2507 2306 </td> <td style="width: 50%; vertical-align: top;"> <u>For Purchase queries</u> Mr. Manish Thakur Purchase Department HBCSE, Email: purchase@hbcse.tifr.res.in Tel No.: 022-2507 2177/17 </td> </tr> </table>	<u>For Service-related queries:</u> Mr. Prasad C. Mhatre Junior Engineer, HBCSE Email: prasad@hbcse.tifr.res.in Tel no. 022-2507 2306	<u>For Purchase queries</u> Mr. Manish Thakur Purchase Department HBCSE, Email: purchase@hbcse.tifr.res.in Tel No.: 022-2507 2177/17
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8.	Pre-Bid Meeting and Site Visit	September 4, 2024 @ 11:00 hrs. at Homi Bhabha Centre for Science Education (HBCSE), Mankhurd, Mumbai
9.	Bid submission start date	August 29, 2024
10.	Sealed tenders should reach before the Bid Submission Due Date	September 18, 2024 by 14:30 hrs.
11.	Tenders to be addressed to	Head, Administrative Operations Homi Bhabha Centre for Science Education V. N. Purav Marg, Near Anushakti Nagar Bus Depot, Mumbai – 400 088.
12.	Procurement method	<u>Two-envelope bidding system</u> Sealed Envelops sent by hand delivery/ courier are to be deposited in the Tender Box kept at the Main Gate after obtaining stamp, date and signature of the Security Officer. Bids sent by Fax/ email shall be rejected straightway.
13.	Date of opening of Technical Bid (Part-I)	September 18, 2024 at 15:30 hrs.
14.	Date and time of opening of Financial Bid (Part-II)	The date and time of opening of financial bids will be conveyed to technically qualified bidders by mail or telephone.
15.	Earnest Money Deposit (EMD)	2% of contract value
16.	Performance Guarantee	5% of contract value
17.	Validity of Tender	180 days from the date of opening of the Part-I Technical bid

sd/-
Head, Administrative Operations
(For and on behalf of Centre Director, HBCSE)

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CHAPTER I: GENERAL CONDITIONS OF THE CONTRACT (GCC)

1. **DEFINITIONS**

Unless otherwise specified, the following definitions shall apply to the terms used in this RFP:

- 1.1 **“Request for proposal (RFP)/ Proposal Document”** means Proposal Document prepared by HBCSE-TIFR, Mumbai to select a contractor/ service provider for Annual Maintenance Contract for Landscape and Horticulture Works for the year 2024-2025 at HBCSE-TIFR premises and any other documents provided or issued during the ‘RFP Process’.
- 1.2 **“RFP Process”** means the entire selection process comprising of the issue of ‘Notice Inviting Tender’ to sign the contract in response to the RFP.
- 1.3 **“Technical Evaluation/ Tender Committee”** means a Committee, duly constituted by the Centre Director of HBCSE-TIFR, Mumbai, to formulate and regulate the entire RFP process.
- 1.4 **“HBCSE-TIFR, Mumbai”** may also be referred to as “HBCSE” in this proposal document and is represented by the Centre Director, HBCSE-TIFR, Mumbai.
- 1.5 **“HBCSE-TIFR Building/ Premises/ Office Premises”** means Office building situated at V.N. Purav Marg, Mankhurd, Mumbai – 400 088.
- 1.6 **“Contract/ Agreement/ Contract Agreement/ Services Agreement”** means the agreement to be signed between the successful bidder and the HBCSE-TIFR, including all attachments, appendices, and documents incorporated by reference thereto together with any subsequent modifications, to this RFP, the acceptance and all related correspondence, clarifications and presentations.
- 1.7 **“Bidder/ Applicant”** means the party who shall be offering the personnel, equipment(s), goods, services and/ or materials as required in the RFP. The word bidder/ applicant when used in the pre-award period shall be synonymous with parties submitting a proposal against this RFP, and when used after the award of the contract shall mean the successful party with whom the Centre signs the agreement as per the ‘Terms and Conditions’, ‘Scope of Work’, and other instructions/ specifications stipulated in the RFP.
- 1.8 **“Proposal/ Application”** means the application made by the applicant along with all the necessary documents.
- 1.9 **“Contractor/ Service Provider”** means the applicant who has been selected to execute the given scope of work under this RFP.
- 1.10 **“Authorised Person”** means the officer(s)/ official(s) of the HBCSE-TIFR Mumbai, as a nodal officer/ committee for monitoring/ coordinating with service provider vis-a-vis successful implementation/ performance of the various contractual obligations under the RFP/ contract.
- 1.11 **“Campus Area”** means the HBCSE premises (Main Building, Olympiad facility, NIUS facility, NIUS Guesthouse, HBCSE Hostel Buildings and the surrounding area).
- 1.12 **“Personnel”** means persons employed by the service provider under different categories viz. Gardener, Supervisor and any other persons of the service provider, for the execution of ‘Scope of work’ under the RFP/ contract.

- 1.13 “**Site**” shall mean the land or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- 1.14 “**Engineer-in-Charge**” means the Engineer / Officer, who shall supervise and be in charge of the work
- 1.15 “**Centre/ Institute/ Department/ Owner**” shall mean the HBCSE-TIFR.
- 1.16 “**Temporary Work**” means all temporary works of every kind required in or about the execution, completion and maintenance of the works.
- 1.17 “**Accepting authority**” shall mean the Head, Administrative Operations, HBCSE on behalf of the Centre Director, HBCSE-TIFR.
- 1.18 “**Excepted Risks**” are risks due to riots (other than those on account of contractor’s employees), war (whether declared or not) invasion, the act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government’s faulty design of works.

2. ELIGIBILITY CRITERIA FOR PARTICIPATION IN TENDERING

2.1. Legal Status

- 2.1.1. The bidder should have a legal status such as that of a Proprietary concern, Partnership firm, Company etc. The bidder should have been registered under the relevant Act for providing the services for which this Tender is invited.

2.2. Tax Reference

The Bidder should enclose a PAN card under the Income Tax Act and GST Registration Certificate along with the Technical Bid.

2.3. EPF, ESI & Labour License Reference

The Bidder should enclose ESI, EPF and Labour License with the Technical Bid.

2.4. Registered Office

The Bidder must have a registered office in the **Mumbai Metropolitan Region Development Authority (MMRDA) Region** with round-the-clock accessibility to HBCSE, Mankhurd, Mumbai.

2.5. Pre-bid meeting and Site Visit

- 2.5.1. It is mandatory for the bidder to attend the pre-bid meeting and understand the exact requirements of the work.
- 2.5.2. The bidder may collect information, understand the work requirement, and satisfy himself/ herself about the location, and accessibility of the site, nature/ extent/ character of services/ work, the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, and shall obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.

2.5.3. The Bidder shall be deemed to have full knowledge of the site whether he/ she inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

2.6. **Experience**

The Bidder should have experience (before the date of submission of Tender) of at least 5 years in executing contracts for providing garden maintenance services in Central Government/ State Government Departments/ Semi-Government/ Public or Private Sector Companies/ Undertakings / Autonomous Bodies/ PSUs organization.

2.7. **Similar Works**

2.7.1. The Bidder should have at least:

- a) Copy of One similar completed work order of Rs.28,97,600/- or more; OR
- b) Copy of Two similar completed work orders of Rs. 21,73,200/- or more; OR
- c) Copy of Three similar completed work orders of Rs. 14,48,800/- or More.

2.7.2. Similar work means providing garden maintenance service to reputed organizations during the last five years.

2.7.3. Minimum three performance certificates from the existing clients issued after April 2023.

2.8. **Turnover**

The average annual turnover of the Bidder should be at least **Rs.36,22,000/-** during the immediate last 3 consecutive financial years ending 31st March 2024. This should be duly audited by a registered Chartered Accountant and also should have a valid Unique Document Identification Number (UDIN) for the practicing Chartered Accountant. Bidder should not have incurred any loss in more than two years during the last five financial years ending 31st March 2024.

2.9. **Pending Litigations**

Bidder shall provide information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and the disputed amount.

2.10. **Bank Solvency Certificate**

Bidder shall submit Bank Solvency Certificate for a minimum of **Rs.14,48,800/-** obtained from any Nationalized Bank / Scheduled Bank and should not be older than one year from the date of opening of Technical Bid (Part-I).

2.11. **Earnest Money Deposit (EMD)**

2.11.1. An Earnest Money Deposit for **Rs. 72,440/-** i.e. 2% of the total estimated cost has to be deposited in the form of a Demand Draft, Bankers cheque or through online transfer through a bank (Bank details to be provided on demand) in favour of 'Homi Bhabha Centre for Science Education' payable at Mumbai along with the Technical Bid (Part 'I'). The Original Demand Draft or the bank transfer receipt should be enclosed along with the Technical Bid. The bidder may note that the Cheques for Earnest Money Deposit will not be accepted.

2.11.2. EMD shall be interest-free and it will be refunded to the unsuccessful bidders within 15 days after acceptance of the Work Order by the successful bidder without any interest. EMD of the successful bidder shall be returned/ refunded on receipt of the Performance Security Deposit. However, in case Performance Security Deposit is in the form of Bank Guarantee, EMD will be released subsequent to confirmation of verification of Bank Guarantee from the issuing Bank.

- 2.11.3. The bidder shall submit the bank details along with the tender like Cancelled Cheque/ NEFT/ Bank A/C details for ease in repayment of EMD.
- 2.11.4. If any bidder withdraws the bid before the tender period or issue of Letter Of Acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the HBCSE shall, without prejudice to any other right or remedy, be at liberty to forfeit the EMD without any notice to the bidder.
- 2.12. **Bid Security Declaration**
- 2.12.1. The firms registered under MSMEs are exempted from submission of EMD as per rule 170 of GFR 2017, provided they must submit a 'Bid Securing Declaration' in the prescribed form as per 'Form -G'.
- 2.12.2. The declaration should be submitted on the company letterhead duly signed by the officer authorized to submit the bid.
- 2.12.3. If the bidder withdraws amends/ impairs or derogates their bid during the period of bid validity, Centre reserves the right to suspend the vendor from participating in any tender for a period of three years.
- 2.13. **Performance Guarantee**
Performance Guarantee to be furnished by the successful bidder for satisfactory performance of the contract.
- 2.13.1. Quantum of Performance Guarantee
5% of Tender Value (as shown on the tender notice)
The successful bidder shall deposit an amount equal to **5%** of the tender value including taxes as Performance Guarantee within **15 days** of the award of contract, valid till the completion of the contract period plus **Two months** for the proper fulfilment of the Contract.
- 2.13.2. Failure to submit the Performance Guarantee
In case Performance Guarantee is not submitted within **15 days**, an interest @ 12% per annum will be levied till the date you submit the Performance Guarantee. If the successful bidder fails to submit the Performance Guarantee/ Performance Bank Guarantee with interest or refuses to submit the Performance Guarantee even after reminders, Centre reserves the right to cancel the order without notice and the EMD by the bidder shall be forfeited automatically. Also, the bidder will be debarred from participating in any tender for three years.
- 2.13.3. Forms in which Performance Guarantee can be submitted
Performance Guarantee should be in the form of Demand Draft/ Fixed Deposit Receipt (FDR) of a Scheduled Bank pledged in favour of HBCSE-TIFR, Mumbai or Bank Guarantee (BG) in favour of Centre Director, HBCSE-TIFR, Mumbai as per the prescribed format. The Bank Guarantee should be from any one of the nationalized banks or Scheduled Bank and to be executed on non-judicial stamp paper of appropriate value.
- 2.13.4. Refund of Performance Guarantee
Performance Guarantee shall be released/ returned to the contractor after Two months from the completion of the work/ contract period without any interest.
- 2.13.5. Forfeiture of Performance Guarantee
Performance Guarantee is taken for due performance of the Contract and can be forfeited in the event of a breach of contract. Bank Guarantee/ Fixed Deposit Receipt obtained towards PG will be invoked when there is a specific breach on the part of the Contractor.

2.14. **Indemnity Bond**

If order is placed, the Contractor shall, by way of executing a bond (Form-L) on non-judicial stamp paper of appropriate value, indemnify the Centre against any loss, damage or liability arising out of any action, suit, dispute, claims, demands, or statutory Act, brought on or made against the Centre by Contractor's workers or any other person or any other contractor, in connection with the work or in respect of any matters, thing done or committed to be done by the contractor in the execution of, or in connection with works, notwithstanding that the contractor took all reasonable, proper and necessary precautions against any loss or damage, ensure that such event will not affect the work and the Centre in any way. The indemnity given by the Contractor as aforesaid shall extend to making good all claims and demands arising out of losses/damages to property of every description and kind, the infringement of any legal right as well as injury or accident to any person, resulting in death or otherwise. Original Bond is to be submitted directly to the Accounts Section, HBCSE with a copy to the Engineer-in-charge.

2.15. **Micro and Small Enterprises (MSEs)**

2.15.1. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any contractor mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME)

2.15.2. The MSEs are exempted from payment of earnest money subject to the furnishing of a relevant valid certificate for claiming exemption as per the privilege rules of the Government of India.

2.15.3. The bidder has to enclose the registration of the Udyog Adhar Memorandum (UAM) by the Ministry of Micro Small and Medium Enterprises (MSME) vendors. The bidders who fail to submit the UAM number shall not be able to avail the benefits available to MSEs as contained in the Public Procurement Policy for MSEs Order 2012 issued by MSME.

2.16. **Power of Attorney**

2.16.1. If the Contractor is a registered company/ partnership of two or more persons, its Directors/ all partners shall be jointly and severally liable to the Institute for the fulfilment of the terms of the contract.

2.16.2. Such persons shall designate one of them to act as an authorized signatory with the authority to sign and participate in the bid. Individuals signing the bid form and other connected documents must specify the capacity in which they sign.

2.17. **Acceptance**

2.17.1. The bidder should have categorically confirmed acceptance of all the Tender terms and conditions including the payment/ penalty terms. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done.

2.17.2. All the pages of the Tender document have to be stamped and signed by the bidder and should be enclosed along with the technical documents. Any non-compliance/ conformity with the above, the offer is liable for rejection.

3. LIST OF DOCUMENTS TO BE ENCLOSED WITH THE TECHNICAL BID

Mandatory Documents

- a. PAN card under the Income Tax Act
- b. GST Registration Number
- c. Valid Registration No. of the Contractor / Firm/ Company

- d. Valid License under the Contract Labour (Regulation & Abolition) Act 1970, of the any employer for whom the Contractor is currently undertaking the work through contract Labour
- e. Valid Provident Fund Registration Number of MMRDA Region
- f. Valid ESI Registration Number of MMRDA Region
- g. Earnest Money Deposit (EMD)/ MSE Certificate
- h. Valid Solvency Certificate.
- i. B.Sc Horticulture Certificate of the Subject Expert

Additional Documents

- a. Power of attorney (Applicable for LLP / partnership company / PVT LTD / LTD Company) / Exemption certificate, if any
- b. CAR Policy or All Risk Policy, Employees Liability Insurance etc.
- c. Proof of last 3 years Average Annual turnover supported by audited Balance Sheet
- d. Proof of experience during last 5 years supported by documents from the concerned organizations

Note:

The entire tender document duly countersigned and stamped to be enclosed along with the technical document (as a token of acceptance of all terms and conditions indicated in the documents)

4. CLARIFICATIONS AND CORRIGENDUM/ ADDENDUMS

- 4.1. At any time before the deadline for submission of bids, the Centre may, for any reason, whether at its initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by corrigendum/ addendums.
- 4.2. The clarifications, corrigendum, amendments will be uploaded by the Centre in MS Word, MS excel, PDF, documents on CPPP and HBCSE's website which should not be edited or corrected by bidders. These documents shall also be part of the tender document.
- 4.3. To allow prospective bidders reasonable time to take the amendment into account, in preparing their bids, the Centre, at its discretion, may extend the deadline for the submission of bids if required.

5. CONFIDENTIALITY CLAUSES

No person engaged or involved in this contract should disclose any matter about the Centre to any third party. In particular, any information identified as Proprietary by the disclosing party shall be kept strictly confidential and shall not be disclosed to any third party without the prior written consent of the original disclosing party.

6. PAYMENT TERMS & OBLIGATIONS OF THE CONTRACTOR

- 6.1. The contractor shall first pay wages as per the statutory provisions to his contractual staff by 7th day of the subsequent month. If 7th happens to be a holiday, payments shall be made the previous working day. The contractor shall submit the bill (in printed bill book format only) to the Engineer-in-Charge. The Contractor shall also arrange for salary slips for each employee for every month.
- 6.2. The following procedure will be adopted.
 - a) Monthly bill cycle will be from 1st day of the month till last day of the month.
 - b) Monthly bill as per above cycle, will be submitted by the Contractor on 10th of the **subsequent month.**

- 6.3. The monthly/running bill of the Contractor will become payable after the end of each month for actual work completed on submission of a bill with all details, data and certification by the Contractor, and on due certification by the Engineer-in-Charge, HBCSE about the satisfactory services against the claim.
- 6.4. Payment will be made on monthly basis for services provided in the previous months, as a reimbursement after submission of the bill. The payment will be reimbursed by the Centre by NEFT/RTGS.
- 6.5. Payment of Contractor's bill shall normally be made within 15 working days of submission subject to the claim being found proper and by the terms and conditions of the contract. All payments will be made after the deduction of taxes and duties at sources as applicable from time to time.
- 6.6. The Engineer-in-Charge is authorized to deduct suitable amount as determined by the Centre Director from the amounts due to the Contractor for any deficiency in services, provided by the Contractor.
- 6.7. If as a result of post payment audit any overpayment is detected in respect of any work done by the contractor or alleged to have done by the contractor under the tender, it shall be recovered by the Centre from the Contractor.
- 6.8. If any underpayment is discovered, the amount shall be duly paid to the Contractor by the Centre.
- 6.9. No claim will be entertained in respect of any discrepancy or defect or short claim if such demand is not made within 90 days of payment of the final bill.
- 6.10. Contractor shall submit all bills with all necessary documents to:
The Engineer-in-Charge,
Homi Bhabha Centre for Science Education,
V. N. Purav Road, Mankhurd, Mumbai – 400088,
Maharashtra, India

7. TAXES PAYABLE BY CONTRACTOR

- 7.1. The Contractor shall ensure full compliance with tax laws of India about this contract and shall be solely responsible for the same.
- 7.2. The Contractor should be registered under EPF & ESIC and shall pay EPF & ESIC of contract workers to the concerned Department.
- 7.3. The Contractor should ensure that they are GST compliant and that their quoted tax structure/rates are as per GST Law. GST, as applicable duly certified by a Chartered Accountant on this work contract, is reimbursable by HBCSE subject to submission of original documentary proof of GST payment for this work along with the monthly bill.
- 7.4. GST Invoice to be submitted with GST No. and PAN No. Income tax and cess as applicable shall be deducted from each bill paid to the contractor. TDS is to be deducted at the rate of 2% on payments made to the supplies under GST. Income Tax @ 2% or as notified by the Government will be deducted from the Contractor's bill and a TDS certificate will be issued.

- 7.5. Any other taxes/ cess as per Government directives shall be deducted from each bill paid to the contractor, from time to time.
- 7.6. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Centre fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.
- 7.7. Any other taxes applicable in respect of inputs or outputs procured by the Contractor for this contract shall be borne by the Contractor and the HBCSE will not entertain any claim whatsoever in respect of the same.

8. LIABILITY OF THE CONTRACTOR

Loss or damage to any material or property of HBCSE either through theft or otherwise due to negligence of the personnel engaged by the Contractor shall be made good at the cost of the Contractor. The decision whether the loss or damage exists will be decided by the competent authority.

9. AMALGAMATION/ACQUISITION

In the event the Contractor proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the Buyer/ Successor of the Principal Company is liable for the execution of the contract and also the fulfilment of contractual obligations.

10. ASSIGNMENT

The contractor shall not assign, in whole or in part, its obligations to perform under the Contract to a third party. The Contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner. Assignment or subletting of this contract is strictly prohibited and shall result in the termination of the contract with immediate effect without any compensation.

11. TERMINATION

- 11.1. Except as provided in Clause 11.5 below, the Contract could be terminated by either side by giving one month's notice in writing. If the notice period is not given or if a shorter notice is given by the Contractor, the entire security deposit shall be forfeited. Any other costs and or damages incurred by the Centre to maintain the services contracted to the Contractor, on account of such short notice will be deducted from the dues payable to the Contractor, or shall be paid by the Contractor on demand if such dues fall short of such costs.

11.2. Risk Clause

The Centre at its option will be entitled to terminate the contract and to avail from elsewhere at the risk and cost of contractor either the whole of the contract or any part which the contractor has failed to perform in the opinion of the Centre within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof as deemed so by the Centre. The contractor shall be liable for any loss which the Centre may sustain by reason of such risk contract in addition to penalty

11.3. Insolvency and breach of contract

The Centre may, at any time, by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, i.e. to say:

- a) If the Contractor being an individual or a firm any partner in the contractor's firm shall be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any

insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment, or if the firm he dissolved under the Partnership Act, or

- b) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or
 - c) If the contractor commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Centre for any extra expenditure, he is thereby put to but shall not be entitled to any gain on re-tender.
- 11.4. In the event of inadequate or unsatisfactory performance of duties by the Contractor, the Centre shall have the right to bring to the notice of the Contractor the default (s) on their part and the Contractor shall ensure that the said default (s) is /are not repeated and for are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default (s)'s being inadequately corrected, the Centre shall have the right to immediately terminate the agreement.
- 11.5. Notwithstanding any other clause herein, if there is any act of omission by the Contractor or the Contract employees which jeopardizes the safety/ security of the Centre including, but not limited to:
- a) Theft or pilferage of property of HBCSE
 - b) Fire, flooding, breakage or damages, violence or physical attack on the Campus
 - c) Any act or incident which may prove detrimental to the interests of Center the contract would be terminated without any notice. Further, the Contractor would be levied penalties, as appropriate as deemed by HBCSE. The decision of the Centre Director shall be final in such matters.

12. FORCE MAJEURE

- 12.1. Notwithstanding the provisions of the Clauses relating to extension of time, penalty and Termination for Default, the Contractor shall not be liable for forfeiture of their Performance Guarantee, 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.
- 12.2. For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the contractor. Such events may include, but not be limited to, acts of Centre in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, earthquakes, storms and freight embargoes.
- 12.3. If a Force Majeure situation arises, the contractor shall promptly notify Centre in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by Centre in writing, the contractor 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.
- 12.4. 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 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

13. SETTLEMENT OF DISPUTES/ ARBITRATION

- 13.1. The Centre 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.
- 13.2. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either Centre 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.
- 13.3. Any liability arising out of any litigation (including those in consumer courts) due to any act of Contractor's personnel shall be directly borne by the Contractor including all expenses, fines, legal costs, penalties etc. The concerned Contractor's personnel shall attend the court as and when required. The Contractor shall ensure that substitute is provided at such times.

14. JURISDICTION

Only the competent Courts of Law in Mumbai will have jurisdiction in respect of any disputes, concerning this contract, over the arbitration proceedings etc. 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 in Mumbai Jurisdiction only.

15. STATUTORY OBLIGATIONS

- 15.1. The successful bidder will strictly observe and follow the statutory regulations/ acts as well as any new rules/ changes as applicable to The Contract Labour (Abolition & Regulation Act, 1970), Payment of Wages Act, Provident Fund Act, Employees State Insurance Scheme, Minimum Wages Act, Workmen's Compensation (ELI) and Payment of Bonus Act, 1965. during the period of this contract. He shall be solely responsible for failure to fulfill these statutory obligations.
- 15.2. The successful bidder shall indemnify/is deemed to have indemnified HBCSE against all such liabilities which are likely to arise out of the Contractor's failure to fulfill such statutory obligations. Even if the Contractor appointed for this contract may be exempt from any or all of the following employee-friendly legislation, it is incumbent on all Contractors to cover all their employees/ workmen cover by this tender with these cover/benefits.
- 15.3. The successful bidder shall also abide by the provision of the Child Labour Prohibition & Regulation) Act-1998. The contractor shall also comply with the provisions of The Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non execution of the work.
- 15.4. All premia/ contribution/ subscription collected towards such benefits shall be/ shall have been promptly paid towards the purpose for which it is collected. If for any reason this has not been possible, the Contractor shall promptly inform HBCSE, which will suggest ways and means to put such unpaid amounts to proper use.

16. CANVASSING

Either directly or indirectly, in connection with the tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection and may be barred from future participation in HBCSE- TIFR works.

17. FINAL DECISION-MAKING AUTHORITY

The decision of the Centre Director, HBCSE/ TIFR shall be final and binding. HBCSE reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

DECLARATION

I/We have read the detailed Terms & Conditions of the Contract explicitly mentioned above and accept the same to execute the contract if awarded.

Date:

Place:

Read & accepted
Signature and stamp of
Bidder or Authorized Signatory

CHAPTER II: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

The following Special Conditions of the Contract shall be read in conjunction with the General Conditions of the Contract. The same shall be considered as an extension and not a limitation of the obligations of the contractor. In case of any discrepancy between the Special Conditions of the Contract and the General Conditions of the Contract, these Special Conditions shall take precedence over the General Conditions of the Contract.

1. **PREAMBLE**

1.1. The HBCSE garden serves as a platform for science education activities of HBCSE relating to plants, soil, biodiversity, and ecological sustainability. Details of garden area are as given below:

A. **The garden area at HBCSE: 5825 Sq. m. (62,699 sq. ft.) and total lawn area (largely covered with *Paspalum* grass) - 3335 Sq. m (35,898 sq. ft.)**

B. Trees (total ~200 Nos.) includes

- Palm trees ~ 21 Nos.
- Rain trees ~ 12 Nos.
- Coconut trees ~ 10 Nos.
- Fruit Trees ~ 27 Nos.

C. Potted Plants ~ 250 Nos.

D. Shrubs: Mussanda Philipica, Ixora, Hibiscus, Furcuria, Ferns, Ribbion Grass, Thuja, crotons etc.

E. Climbers: Monsteras, Money Plants, etc.

2. **MINIMUM REQUIREMENT**

2.1. The minimum staff required to carry out the work specified in the scope are as follows:

- a. **Gardeners 08 (Eight) Unskilled**
- b. **Supervisor 01 (One) skilled**

2.2. The contractor shall not employ any person below the age of 18 years and above the age of 50 years. The Contractor shall employ 100% manpower not above the age of 50 years.

2.3. The contractor is to provide a list of staff per day with a reserve pool.

2.4. The Contractor has to maintain adequate arrangements to ensure there is no hold up of any service for any reason whatsoever.

3. **DUTY HOURS**

The duty hours shall be for 8 hours a day for six days every week.

4. **DURATION OF THE CONTRACT**

4.1. The contract shall be valid for 1 year. However, to evaluate the services / contract performance, the contractor will have a probationary period of 3 months. The contract for the remaining 9 months will only be confirmed if the contractor's services are satisfactory and according to Centre Standards during the probationary period.

4.2. The HBCSE reserves the right to curtail or extend the validity of the contract for a further period of 1 year on the same rate, terms and conditions.

5. PLACE

The place where services will be provided:

Homi Bhabha Centre for Science Education,
V. N. Purav Marg, Mankhurd
Mumbai – 400088, Maharashtra, India
Phone: +91 2507 2300/2304/2305
Fax: 91-22-2556 6803

6. DESIRABLE QUALIFICATIONS FOR PROVIDING SUPERVISORY AND GARDENING SERVICES

6.1. It is desirable that the personnel must have experience or expertise or training in:

- a) Maintaining different kind of plants (flower plants, trees, vegetable plants, and herbal gardens).
- b) Maintenance of lawn using natural soil regeneration techniques (i.e., without adding new soil every year).
- c) Composting of garden waste along with food waste using compost tumblers or aerobic methods of composting.
- d) Cutting and pruning dead branches of trees, and shredding of garden waste using mechanical power equipment.
- e) Environmentally friendly (or agroforestry) methods of gardening using natural materials.
- f) Knowledge of names of common trees and plants, and ability to maintain their labels in the garden.

The supervisor must be able to discuss the above points with HBCSE officials satisfactorily.

6.2. The employed personnel should have a thorough knowledge of horticulture work

6.3. Previous training/ work experience of a supervisor in horticulture or soil maintenance from an agriculture or horticulture institute would be desirable.

7. SCOPE OF WORK OF THE CONTRACTOR

7.1. Daily jobs: - watering (except monsoon season), lawn mowing and weeding (during monsoon), sweeping, collecting garden waste, mowed lawn and shifting it to the prescribed location for preparation of compost.

7.2. Weekly job: - lawn mowing (in dry season), collecting mowed lawn and shifting it to the prescribed location for preparation of compost. Operating electric Shredder on Saturdays and Sundays and Holidays to shred degradable (viz. Lawn cutting, weeds, dry & wet leaves, cuttings of hedges, tender twigs, etc.) garden waste, shifting shredded material to the prescribed area to make compost. The contractor should take all the necessary precautions and use safety gears while operating electric shredder.

7.3. Fortnightly job: - Weeding followed by collecting weeds and shifting it to the prescribed location for preparation of compost. Hoeing and soil loosening around plants in soil and pots. Dead heading of flowering plants and potted plants.

7.4. Monthly jobs: - Dressing up with manure and soil, trimming and shaping shrubs, hedges, borders, replanting, gap fillings with new saplings, collecting cut plant material and shifting it to the prescribed location for preparation of compost.

7.5. Quarterly job: -Inspection of all the trees, reporting their prognosis followed by Pest control and disease control if required. (pesticides/ insecticides will be supplied by the department)

- 7.6. As and when required/ordered jobs: - Application of insect and pest control, trimming of overgrown tree branches by observing the enforce norms set by MCGM, MUMBAI. Removal, shifting and disposal of all types of non-degradable garden waste like Coconut and Royal palm leaves, tree branches, dry and dead branches, dead trees, wooden logs, pruning of tree branches and stacking at prescribed locations till its disposal.
- 7.7. Half-yearly job: - Repotting potted plants with fresh soil and manure.
- 7.8. To water the lawns (except monsoon season), potted plants and gardens daily as per the needs of plants, shrubs, or the lawn.
- 7.9. Sweeping, collecting garden waste, and shifting it to the prescribed location for preparation of compost.
- 7.10. Hoeing and soil loosening around plants in soil to ensure proper aeration of the soil and proper mulching to ensure water retention in the soil and deadheading of flowering plants and potted plants.
- 7.11. Dressing up soil with compost and manure, trimming/ pruning and shaping shrubs, hedges, borders, to ensure the good health of the plants and as per the landscaping needs. Replanting and gap fillings with new saplings, collection of cut plant material and shifting it to the prescribed location for preparation of compost.
- 7.12. Inspection of all the trees, reporting their prognosis followed by pest control and disease control if any required.
- 7.13. Removal, shifting and disposal of all types of excess garden waste like, Coconut and Royal palm leaves, any tree branches, dry and dead branches, dead trees, wooden logs, pruning of overgrown branches. Ensuring collection and disposal of this excess garden waste from the HBCSE campus to the MCGM-approved dumping ground.
- 7.14. Trim and prune the hedges and shrubs to ensure the good health of the plants and as per the landscaping needs.
- 7.15. Mowing of the lawn area.
- 7.16. Removal of weeds and maintain creepers by providing the necessary support.
- 7.17. Trimming small branches, cutting off the dead/unwanted branches of trees on the campus, removal of dead trees and disposing of them off the HBCSE campus, with specific orders of the competent authority.
- 7.18. Shredding of leaves and other garden waste.
- 7.19. Maintain potted plants.
- 7.20. Maintain the current landscaping with painting of hedge boundaries with natural materials.
- 7.21. Maintaining a composting pit and compost tumblers (for garden waste and canteen waste). All unwanted plants cuttings, mowed grass and dry leaves etc. are to be collected and composted at the sites designated. Composting of garden waste along with food waste from the HBCSE canteen using compost tumblers and compost pits at HBCSE.

- 7.22. Composing leaves and other garden waste using the pit method or any other method updated by HBCSE staff time to time.
- 7.23. Post-processing of compost like sieving etc.
- 7.24. To maintain labels of trees/shrubs/plants with the guidance of HBCSE officials.
- 7.25. Replacement of unhealthy and ailing trees and plants and the seasonal flower beds.
- 7.26. To ensure that the lawn and gardens are in a flourishing and healthy condition.
- 7.27. To enhance the diversity of plants in the garden with a combination of flowering plants, vegetable garden and herbal garden, in addition to grassy lawn and tree cover.
- 7.28. To follow ecological practices (such as the use of compost, manure, wood ash, natural pesticides, etc.) to keep the soil and plants healthy and disease-free with minimal use of synthetic pesticides and fertilizers, which are to be used only when necessary.
- 7.29. Any other work related to gardening deemed fit and desirable by the HBCSE.
- 7.30. Attending gardening-related meetings/lectures/workshops from time to time as arranged at HBCSE.
- 7.31. The work specified in the scope is only indicative. The Centre reserves the right to increase or decrease the quantum of work. The contractor shall execute the work on the same terms and conditions and rates throughout the period of the contract.

8. ADDITIONAL TERMS & CONDITIONS

8.1. Operations and storage areas:

All operations of the contractor shall be confined to areas authorized by the Engineer-in-Charge and storage of materials shall be over the areas specially indicated by the Engineer-in-Charge. The contractor shall be obliged to keep the premises in hygienic conditions by proper drainages of the area provided with suitable approaches throughout the period of the contract. He/she shall rectify all damages caused to the Government property within the areas thus allotted. He/she shall be responsible to clear all rank, vegetation at site at his own cost. The contractor should provide a Storage box for the working personnel at his own cost with a lock and key arrangement. The box can be placed at an approved location by the Engineer-In-Charge.

8.2. Shredding machine:

The contractor will provide an electrical shredding machine to shred small pieces of all unwanted plants, mowed grass and dry leaves etc., as and when required, which shall be used for composting at HBCSE in compost pit and tumblers. Billing for the use of the shredder would be done separately only if it is used at least twice a week, in a monthly contract amount.

8.3. Contractor should quote the rate for single dumper (minimum 5 brass capacity) and to be charged in the monthly bill as per actual dumper used in the month. Approximately 12-15 dumpers may be required annually to remove and take out of campus to the Municipal approved dumping ground.

8.4. The contractor should use dumpers for disposal of garden waste and should fill the dumpers to its full capacity with manual/ mechanical pressing, not to leave any void. No garden staff shall be involved for the loading of dumpers. If found so, a penalty of Rs. 1000/- per incidence will be imposed strictly without any further justification.

- 8.5. The Contractor shall depute minimum One (skilled) **supervisors** as proposed by him, who shall be available on site to supervise the Contract employees and interact on daily basis with Engineer-in-Charge regarding delivering the specified services.
- 8.6. It is desirable that the contractor should have at least **One expert (BSc. Hort. or equivalent)** who will be available on call basis for quality assessment through personal visit and the report of the visit to be submitted to Engineer-in-Charge through e-mail. The Contractor should submit documentary evidence of the expert.
- 8.7. The persons deployed by the Contractor should be properly trained, have requisite experience and skills for carrying out a wide variety of maintenance of garden maintenance work using appropriate materials and tools/equipment's. The Contractor should include at least **one expert tree climber** in this team assigned at HBCSE.
- 8.8. All the material (natural pesticides, plants, pots, etc.), tools and equipment (except shredding machine) including compost tumblers needed for the upkeep of the Garden shall be provided by the HBCSE.
- 8.9. The Contractor should provide two sets of Uniforms with company insignia, badges/ID cards with photos, safety equipment, cap, raincoats, Shoes (gum boots), Gloves etc., to the staff deployed, at no extra cost.
- 8.10. Lifting, loading and transport of the excess garden waste generated in contract area is to be transported up to MCGM approved dumping ground. The Contractor should carry out this work within 48 hrs. after getting instructions from HBCSE authorities. The charges will be paid by HBCSE on actual.

9. **PENALTY**

- 9.1. Following penalties will be directly imposed by the Engineer-In-Charge, HBCSE without any further notice.

Sr. No.	Particulars	If not, Penalty For 1st Instance	If not, Penalty From 2nd Instance onwards
1.	If shredding not done at least twice a week (except monsoon season)	Rs. 500/-	Rs. 1000/-
2.	If garden waste truck (dumper) load not removed at least once a month or as per the requirement of HBCSE, within 48 hrs. after getting instructions from HBCSE authorities	Rs. 2000/-	Charges of local dumper called by HBCSE + Rs. 1000/-
3.	Use of any garden staff for dumper (garden waste dumper) loading	Rs. 1000/-	Rs. 2000/-
4.	Gardener/ Supervisor not wearing standard uniform with ID card while working inside HBCSE premises	Rs. 250/-	Rs.500/-
5.	Absence of supervisor consecutively for more than 5 days without any alternative	Rs. 1000/-	Rs. 2000/-
6.	Absence of garden staff consecutively for more than 5 days without any alternative	Rs. 500/-	Rs. 1000/-
7.	If the composting of canteen waste generated is not managed daily and the waste is found to be stagnant	Rs.1000/-	Rs.2000/-

NOTE: Repetitive penalties can also lead to the cancellation of the entire contract on 30 days' notice and blacklisting of vendor.

- 9.2. In case the Contractor fails to commence/ execute the work as stipulated in the Tender/ Order or gives unsatisfactory performance or does not meet the statutory requirements of the contract, the Institute reserves the right to impose the penalty as detailed below:
- a) 1% of the annual cost of order/ agreement per week, up to four weeks' delay.
 - b) After four weeks delay the Institute reserves the right to cancel the contract and withhold the agreement and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his Performance Guarantee may also be forfeited.
- 9.3. In case the Contractor violates any statutory provisions/ rules/ law, the Centre shall levy a penalty on the Contractor up to 5% of the annual cost of the order. In addition to the penalty, the Centre shall also be entitled to cancel the Contract and forfeit the Performance Guarantee.
- 9.4. No further justification in this regard will be entertained. The decision of Engineer-In-Charge, HBCSE will be final & binding on the Contractor.

10. OTHER TERMS & CONDITIONS

- 10.1. The contractor shall maintain a register showing the names and addresses of the persons engaged along with photographs of each person and if any change is required on the part of the Institute fresh list of staff shall be made available by the contractor after every change. While raising the bill, the deployment particulars of the personnel engaged during each month should be shown. The register shall remain available round the clock for inspection by the Engineer-in-charge, HBCSE.
- 10.2. The contractor shall maintain a muster role, wages register of all men employed by them and all other documents and submit it to the Centre on the 1st of every month for the previous month or as necessary for inspection. The Contractor shall provide all facilities for inspection /books / personnel on demand by HBCSE or any Statutory Authority.
- 10.3. The antecedents of the staff deployed shall be verified by the bidder by seeking “**Police Verification Certificate**” from local police authorities and an undertaking in this regard shall be submitted to the Office Administration.
- 10.4. If any worker is related to any employee of HBCSE, the same should be brought to the notice of the concerned HBCSE official.
- 10.5. It is Contractor's responsibility to have them periodically checked medically to ensure that medically fit staff only is deployed for the work.
- 10.6. The contractor should not employ any child labour.
- 10.7. Neither the Contractor nor the Contract Employee shall have any claim on employment with the Centre at any point of time and this arrangement is purely between the Contractor and the Centre for specific services for a specific period.
- 10.8. The Contractor agrees that the Institute shall not be responsible for providing any accommodation to any of the employees of the Contractor.
- 10.9. The contractor will be solely responsible for employment, dismissal, termination and reemployment of its staff and personnel and shall keep HBCSE informed.

- 10.10. The Contractor should take appropriate corrective and disciplinary action against its employees against whom HBCSE notifies at the earliest.
- 10.11. The Institute shall have the right to request the contractor to change/ rotate any person who is found/ considered to be derelict in his duty or violating any of the provisions of the Contract/ Tender. The Contractor may change the personnel deployed with prior intimation to the Engineer-in-charge, HBCSE. The Contractor agrees that all the personnel engaged by it shall be its employees and it shall be liable to take disciplinary action, if any, against such personnel.
- 10.12. The staff and personnel engaged by the Contractor shall not take part in any staff union and association activities.
- 10.13. The contractor should not permit or carry on any unlawful activity or create indiscipline in HBCSE.
- 10.14. It is normally understood and agreed between both the parties that the Centre will not be responsible or be liable for any laws that are in force / that may come into force from time to time in respect of personnel engaged by the Contractor and he will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc.
- 10.15. The contractor will be responsible for the behaviour of its staff and personnel, their turnout and ensure good conduct, discipline, cooperation, etc. by them towards HBCSE's officers and staff. They should not cause any hindrance to the normal working of the office.
- 10.16. The Contractor shall have his own Establishment/ Set up/ Mechanism to provide training to the staff to ensure correct and satisfactory performance of his/ their duties, liabilities and responsibilities under the contract.
- 10.17. All liabilities arising out of accident or death while on duty shall be borne by the contractor only.
- 10.18. The Contractor must visit the site as and when required to understand the site condition, type of work involved, availability of specialized or general equipment, tools etc., for carrying out works as required by HBCSE.
- 10.19. The Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse the areas of the premises and the property of the Institute within the premises.
- 10.20. Any damage or loss caused by Contractor's persons (personnel, supervisor or any other person employed by/ representing the Contractor) to the premises or the Institute's property in whatever form would be recovered from the Contractor.
- 10.21. The Contractor shall follow all rules as may exist or may be framed from time to time at HBCSE on all aspects covering this tender.

Date:

Read & accepted

Place:

Signature and stamp of
Bidder or Authorized Signatory

CHAPTER III: INSTRUCTIONS TO THE BIDDERS

1. **COST OF BIDDING**

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

2. **VALIDITY OF TENDER**

The tender shall remain open for acceptance for **180 days** from the last date of submission of tenders. If any bidder withdraws his/ her tender before the said period, or before issue of Letter of Intent, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then HBCSE, TIFR, Mumbai shall, without prejudice to any other right or remedy, the bidder shall not be allowed to participate in the retendering process of the work.

3. **CONTENT OF BIDDING DOCUMENTS**

- 3.1. The services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction.
- 3.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents herewith and his offer shall be strictly in line with the terms specified therein. 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 the rejection of their bid.
- 3.3. Each page of the tender documents should be signed and stamped by the authorized person or persons submitting the tender in token of his/ their having acquainted himself/ themselves with the General Conditions of Contract, Special Conditions of the Contract, Instructions to the Bidders etc., as laid down. Tender with any of the documents/ pages not so signed can be rejected.
- 3.4. The bid shall contain no alterations, omissions or additions except to correct errors made by the bidder, in which case such corrections shall be initialed/ signed and dated by the person or persons signing the bid.
- 3.5. Deviation(s) indicated in Form- A is not automatically accepted; only if such deviation(s) if any indicated by the bidder has/have been specifically accepted in the Work Order, such deviation are deemed to have been accepted and become part of the agreement.

4. **BID PRICES**

- 4.1. *Bidder shall quote the rates considering the minimum wages and all statutory levies payable to the personnel as per the Minimum Wages (Central) Act, other statutory payments and anticipated increase in the wages during the contract period.*
- 4.2. The rates shall be inclusive of the Contractor's margin and no revision in the rate would be entertained during the contract period. Revision in rates of GST by the appropriate Government shall be considered if the contractor makes a request with all the documentary proof.
- 4.3. All tendered rates quoted in the financial bid shall be inclusive of all taxes, duties, levy or cess, fee, royalty charges etc. levied under any statute but exclusive of GST (Goods and Services Tax) applicable on the last stipulated date of receipt of tender including extension if any. No tax liability (other than GST) or insurance expenses will be borne by HBCSE.

- 4.4. The lowest Financial Bid (L1) shall be decided based on the rates quoted for the overall service mentioned in Form N - Financial Bid.
- 4.5. Conditional offers will not be entertained.
- 4.6. No column shall be left blank or unanswered. Where you have no details or answers to be provided a 'No' or 'NIL' or 'Not Applicable' statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.

5. GUIDELINES FOR QUOTING THE RATES

- 5.1. Special care should be taken to write the total amount in figures as well as in words, and the amount in figures only, in such a way that interpolation is not possible.
- 5.2. In case of figures, the words “Rs.” should be written before the figures of rupees and word “P” after the decimal figures, e.g. “Rs. 2.15 P” and in case of words, the word, “Rupees” should precede and the word “Paise” should be written at the end.
- 5.3. Unless the rate is in whole rupees followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

6. FILLING-UP OF FINANCIAL BID

- 6.1. All rates shall be quoted on the tender form by the tenderers in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figures and in words. The amount for each item should be worked out and requisite totals given. However,
 - a) The rate(s) must be quoted in decimal coinage. The final amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.
 - b) If the amount of an item is not worked out by the tenderer, or it does not correspond with the rate written either in figures or in words, then the rates quoted by the tenderer in words shall be taken as correct.
 - c) Where the rate quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rate quoted by the tenderer will, unless otherwise proved, be taken as correct and not the amount.
 - d) In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

7. SEALING OF TENDERS

- 7.1. The Tender is consisting of two parts: **PART I- TECHNICAL BID & PART II- FINANCIAL BID**
- 7.2. The bigger envelope must be super scribed ‘**Annual Maintenance Contract for Landscape and Horticulture Works for the year 2024-2025 at HBCSE, MUMBAI – 400088**’.
- 7.3. The two envelopes inside the bigger envelope & must be super scribed as:
 - a) Outer Envelope: Name of the Work, Tenderer’s name & address with signature & stamp

- b) Envelope No-1: The said envelope is for technical bid & shall be super scribed as ‘Part –I: Technical Bid for AMC for Landscape and Horticulture Works for the year 2024-2025 at HBCSE’.
- c) Envelope No-2: The said envelope is for Financial bid & shall be super scribed as ‘Part – II: Financial Bid for AMC for Landscape and Horticulture Works for the year 2024-2025 at HBCSE’.

7.4. The tender must be placed in a properly sealed bigger envelope addressed to the ‘**Head Administrative Operations, Homi Bhabha Centre for Science Education, V. N. Purav Marg, Mankhurd, Mumbai – 400088**’ and the said bigger envelope shall contain two sealed envelopes containing Technical Bid (Part-I) & Financial Bid (Part-II).

8. EVALUATION OF BIDS

8.1. Confidentiality

8.1.1. 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 publication of the Contract Award.

8.2. The following are some of the important points, for which a bid will be declared as unresponsive and will not be considered for further evaluation:

- a) The Bid is unsigned.
- b) The Bid validity is shorter than the required period.
- c) EMD/ Bid declaration not submitted with technical bid.
- d) Bidder has not agreed to give the required Performance Guarantee.
- e) The bidder has not agreed to some essential condition(s) incorporated in the bid.
- f) If a bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- g) The bidder had not completed the previous contract of HBCSE satisfactorily.

8.3. Terms of the Tender Evaluation Committee (TEC)

8.3.1. On the due date the Technical bids will be opened and bids meeting the eligibility criteria will be referred to a Tender Evaluation Committee (TEC).

8.3.2. The TEC shall examine the bids to confirm the completeness of each document submitted and shortlist such firms whose bids are found technically acceptable.

8.3.3. During the evaluation, the TEC can ask for relevant documents from the bidder necessary for evaluation.

8.3.4. Further, the TEC may seek additional information/ feedback from other organisations where the bidder has carried out similar works.

8.3.5. The recommendations/ decisions of the TEC are final and binding on all the bidders.

8.3.6. Financial bids of only those tenderers who qualify in the technical bid will be opened. Intimation will be sent to through email/ telephone/ letter those tenderers who qualify in the technical bid. No correspondence in this regard will be entertained.

8.3.7. Further the Financial bids may be opened in the presence of any intending tenderers who may be present at the time, and will enter the amount of the several tenders in a Comparative Statement in a suitable form and will shortlist the eligible bidders and determines the L1 bid.

9. AWARD OF CONTRACT

9.1. Right to accept any Bid and to reject any or all Bids:

9.1.1. HBCSE is not bound to accept the lowest or any bid and may at any time terminate the tendering process without assigning any reason.

9.1.2. HBCSE may terminate the contract if it is found that the successful bidder is blacklisted during last 5 years by any of the Government Departments/ Institutions/ Autonomous bodies/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc.

9.1.3. HBCSE may terminate the contract in the event the successful bidder fails to furnish the Earnest Money Deposit/ Performance Bank Guarantee or fails to execute the agreement within the specified period.

9.2. Notification of Award of Contract

9.2.1. HBCSE will award the contract to the successfully evaluated bidder whose bid is responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

9.2.2. Prior to the expiration of the period of bid validity, HBCSE will notify the successful bidder that the bid has been accepted and a detailed work order shall follow.

9.2.3. Until a formal order is prepared and sent, the notification of award constitutes a binding contract.

9.3. Order Acceptance

9.3.1. On order acceptance the successful bidder should submit Performance Guarantee within **15 days** from the date of issue of the work order and complete all formalities within the same period. The contractor will have to undertake the work within 15 days from the receipt of the Work Order.

9.3.2. Centre has the power to extend the time frame for submission of order confirmation and submission of Performance Guarantee. Even after the extension of time, if the order confirmation and Performance Guarantee are not received, **interest @ 12% percent per annum** will be levied till the date of receipt of the Performance Guarantee.

9.3.3. If the successful bidder fails to submit order acceptance and Performance Guarantee even after repeated reminders Centre reserves the right to cancel the order in which case the bidder will be debarred from participating in any tender for **three years**.

9.4. Centre's right to vary the Quantities at the time of Award of Contract

The Centre reserves the right to decrease or increase the number of manpower and services originally specified in the scope of work in which case the Centre may ask for confirmation of rates before a fixed date.

10. SIGNING OF CONTRACT AGREEMENT

The General Conditions of the Contract, Special Conditions of the Contract, Instructions to the bidders and any other conditions hereinbefore with the tender documents, the subsequent correspondence exchanged between HBCSE and the bidder and the work order placed shall be the basis of the final contract to be entered into with the successful bidder.

DECLARATION:

I/We have read the detailed Terms & Conditions of the Contract explicitly mentioned above and accept the same to execute the contract if awarded.

Date:

Place:

Read & accepted
Signature and stamp of
Bidder or Authorized Signatory

CHECK LIST

Mandatory to be enclosed with Technical Bid (Part-I)

Sr. No.	Particulars	Provide Details	Page No.	Enclosed
1.	Copies of partnership registration			Yes / No
2.	Copies of Shop & establishment registration & or Certificate of incorporation enclosed			Yes / No
3.	PAN Card Photo Copy enclosed			Yes / No
4.	Application form			Yes / No
5.	Form A- Company Profile			Yes / No
6.	Form B- Technical Evaluation Criteria (Blank Form)			Yes / No
7.	Form C- showing details of works in hand			Yes / No
8.	Form D- showing experiences in similar nature projects completed in the past 5 years together with copies of orders submitted.			Yes / No
9.	Form E- CA Certificate indicating Turnover and Profit or Loss			Yes / No
10.	Form F- Details of Litigations			Yes / No
11.	Demand Draft towards EMD enclosed or bank transfer details or Bid Security declaration as per format - Form G	D.D.No. ... Dtd.....		Yes / No
12.	Form H- Format of Solvency Certificate			Yes / No
13.	Form I- Bid Form			Yes / No
14.	Form J- Undertaking for Acceptance of Terms and Conditions			Yes / No
15.	Form K- Declaration regarding Amalgamation/ Acquisition			Yes / No
16.	Copy of power of attorney to sign the bid enclosed (Applicable for LLP / partnership company / PVT LTD / LTD Company)			Yes / No
17.	Form N- Price Bid (Part II – Price Schedule showing the competitive Rates payable)			Yes / No

Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Date :	Signature of Bidder :
	Name of the Bidder :
	Designation :
Place :	Company Seal :

APPLICATION FORM
(On Company's Letterhead)

Date: _____

To,
The Centre Director,
Homi Bhabha Centre for Science Education,
TIFR, V. N. Purav Road,
Mankhurd, Mumbai – 400088.

Sir,

1. Being duly authorized to represent and act on behalf of (hereinafter referred to as “the Applicant”) and having reviewed and fully understood all the pre-qualification information provided, the undersigned hereby applies to be pre-qualified by yourselves as a tenderer for award of work(s) for ‘**Annual Maintenance Contract for Landscape and Horticulture Works for the year 2024-2025 at Homi Bhabha Centre for Science Education - TIFR, Mankhurd, Mumbai – 400088**’ as per specification attached.

2. Attached to this letter are copies or original documents defining:

- (a) the applicant’s legal status
- (b) the principal place of business
- (c) the place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually owned firms)
- (d) Form A- K

3. Your department and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

4. Your department and its authorized representatives may contact the following persons for further information on general, personnel, technical and financial enquiries.

Details	Contact 1	Contact 2
Name		
Designation		
Contact No.		
E-mail		

5. This application is made with the full understanding that:

- (a) Bids submitted by applicants will be subject to verification of all information submitted at the time of bidding
- (b) I have checked all terms & Conditions and all the clauses included in this contract document, I accept to abide and follow to conditions. I also understand that failing to satisfy the above the contract may lead to the cancellation of this contract and forfeiture of the Performance Guarantee with EMD.
- (c) Your department reserves the right to:
 - i. Amend the scope and value of the contract / bid under this project; in such event, bids will only be called from pre-qualified bidders who meet the revised requirements; and
 - ii. Reject or accept any application, cancel the pre-qualification process, and reject all applications without assigning reasons or incurring any liability thereof; and
- (d) Your department shall not be liable for any such actions and shall be under no obligation to inform the applicant.

6. The undersigned declares that statements made and the information provided in the duly completed application are true and correct in every detail.

Signed and sealed, Name
For and on behalf of

FORM A: COMPANY PROFILE

(To be filled in by the Bidder)

Sl.No.	Question	Response
1.	Company Name	
2.	Type of firm Proprietary / Partnership / Pvt. Ltd. / Ltd./ Single Person Company / LLP	
3.	Date of Incorporation / Establishment	
4.	Company Head Office address	
	a) Contact person(s) Name	
	b) Phone Number	
	c) E-mail Address	
5.	Address of Mumbai office	
	a) Contact person(s) Name	
	b) Phone Number	
	c) E-mail Address	
6.	Number of Employees (Organization structure)	
7.	GST Registration and Date	
8.	Permanent Account No. (PAN)	
9.	Provident Fund Account No	
10.	ESI Code Number	
11.	License number under Contract Labour (R&A) Act1970, of the employer for whom the Contractor is currently undertaking the work.	
12.	Name of Designation of the Officer of the Contractor/ Bidder to whom all the reference shall be made for expeditious technical co-ordination	
13.	Whether Contractor is familiar with and has experience in the type of work specified	
14.	Indicate the number of similar jobs in hand, giving a brief description of scope of work and personnel employed	
15.	Details of Earnest Money Deposit:	
	a) Amount	
	b) Demand Draft/ Pay Order/ Banker Cheque no.	
	c) Date of issue	
	d) Name of issuing Bank	
16.	Details bank solvency certificates issued by bidder's bankers:	
	a) Name of Bank	
	b) Branch	
	c) Amount of Solvency	
	d) Date of Issue	
17.	Any other information	

Company Seal**Date:****(Signature of the bidder)****Name and Designation**

FORM B: TECHNICAL EVALUATION CRITERIA WITH MARKS (Part I of the Tender)

The Tender shall be evaluated under 2 (Two) Bid System Technical Bid (Part I) and Financial Bid (Part II). Technical Evaluation shall comprise of the following:

I. Mandatory requirements

1. The Bidder should attend the Pre-Bid meeting and Site visit
2. The Bidder should have an Office in the **Mumbai Metropolitan Region Development Authority (MMRDA)** Region (Attach relevant document)
3. The Bidder should submit the following mandatory documents
 - a. PAN card under the Income Tax Act
 - b. GST Registration Number
 - c. Valid Registration No. of the Contractor / Firm/ Company
 - d. License under the Contract Labour (Regulation & Abolition) Act 1970, of the any employer for whom the Contractor is currently undertaking the work through contract Labour
 - e. Valid Provident Fund Registration Number of MMRDA Region
 - f. Valid ESI Registration Number of MMRDA Region
 - g. Earnest Money Deposit (EMD)/ MSE Certificate
 - h. Valid Solvency Certificate.
 - i. B.Sc Horticulture Certificate of the Subject Expert

Additional Documents

- a. Power of attorney (Applicable for LLP / partnership company / PVT LTD / LTD Company) / Exemption certificate, if any
- b. CAR Policy or All Risk Policy, Employees Liability Insurance etc.
- c. Proof of last 3 years Average Annual turnover supported by audited Balance Sheet
- d. Proof of experience during last 5 years supported by documents from the concerned organizations

Note:

- The entire tender document duly countersigned and stamped to be enclosed along with the technical document (as a token of acceptance of all terms and conditions indicated in the documents)
- All the mandatory requirements have to be fulfilled by the bidder to go to the next stage of Technical Evaluation criteria with marks. The bidders who are not meeting the mandatory requirements, their offer will be summarily rejected.

II. Technical Evaluation criteria with marks.

II. TECHNICAL EVALUATION CRITERIA WITH MARKS		
Sr. No.	Technical Requirement	Max Mark
1.	Onsite visit or Client Feedback of the bidder will be carried out by a Technical Evaluation Committee (assess the quality, efficiency, and compliance of statutory requirements fulfilled by the bidder, etc.)	15
2.	5 years' Essential experience in providing similar type of work (managing herbal gardens, vegetable gardens, flower beds, tree pruning, composting, and natural methods of pest management) in a large Research Institution/ Establishment, reputed Educational Institutions/Organizations and a list of works executed and in hand. (please enclose documentary evidence and experience certificate) (5 marks for each experience certificate)	15
3.	Experience in lifting, loading and transporting all types of non-degradable garden waste	4

4.	Formal training received by the supervisor/gardeners to be deployed at HBCSE in managing herbal gardens, vegetable gardens, flower beds, tree pruning, composting, and natural methods of pest management	15
5.	Copy of Work Orders of Similar nature during the last three financial years (2021-2022, 2022-2023 and 2023-2024):	15
	One (1) Work Order worth Rs.28,97,600 and above	15 marks
	Two (2) Work orders each worth Rs.21,73,200 and above	7.5 marks each
	Three (3) Work orders each worth Rs.14,48,800 and above	5 marks each
6.	Performance Certificate from the existing clients (issued April 2023 onwards) (5 Marks per performance certificate)	15
7.	A short write-up (~500 words) on methods the company will use for all the following: (can be in English or Hindi) a. lawn maintenance using natural soil regeneration techniques (i.e., without adding new soil every year) & b. aerobic composting of garden waste & c. natural methods of pest controls for pests observed in Mumbai (without spraying synthetic pesticides)	15
8.	Audited Financial Statement of last 3 years (Balance Sheet & P & L A/C) (2 marks each)	6
	Total	100
<p>The proposals shall be evaluated in two stages: (1) Technical and (2) Price/Financial. A minimum qualifying mark is set and only those Contractors who score 70% and above in technical evaluation shall be considered for Financial Evaluation.</p> <p>Thereafter, Financial proposal shall be evaluated. The Commercial Lowest Bidder shall be the first preferred Contractor for the award of Work.</p> <p>When there is a situation of more than one Commercial Lowest Bidder at the same rate, then the highest scorer in Technical bid shall be considered to award the contract.</p>		

Company Seal
Date:

(Signature of the bidder)
Name and Designation

FORM C: DETAILS OF WORKS IN HAND

(Work of similar nature)

Sl. No.	Nature of Services being rendered	Duration of Contract	Name, full address and phone no. of the office / Institution under whom the work was carried out	Contract Amount (Rs.)

Company Seal
Date:

(Signature of the bidder)
Name and Designation

FORM D: EXPERIENCE OF COMPLETION OF PROJECTS OF SIMILAR NATURE

(During last **Five** years ending last day of month previous to the one in which applications are invited)

Sl. No.	Name of work / project and location	Owner or sponsoring organization	Cost in Lakhs	Date of commencement and Completion	Name and address/ telephone number of officer to whom reference may be made	Remarks

NOTE: Please attach supporting documents (completion certificates along with order copies) for the above information.

**Company Seal
Date:**

**(Signature of the bidder)
Name and Designation**

FORM E: CA CERTIFICATE

(On CA's Letter Head)

Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last Three years duly certified by the Chartered Accountant, copies to be attached.

Financial Year	Turnover	Net Profit	Net Loss
2021-22			
2022-23			
2023-24			

For _____

Chartered Accountants

Name & Signature :

Company Seal & Phone No. :

Date :

FORM F: DETAILS OF THE PENDING LITIGATIONS

Year	Name of the work	Name of the Client, with Address	Title of the court Case/ Arbitration	Detail of the Court/ Arbitrator	Status Pending / Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/ arbitration	Actual Awarded Amount (Rs) in decided Court Cases/ arbitration

**Company Seal
Date:**

**(Signature of the bidder)
Name and Designation**

FORM G: BID SECURITY DECLARATION

(To be submitted on Company's letter head)

I/we have gone through the tendering conditions pertaining to the Tender and General Conditions of Contract, Special Conditions of Contract and Additional Conditions of Contract, if any.

We, the undersigned, declare that:

I / We understand that, as per terms and conditions of tender, bids must be supported by a Bid Security Declaration In lieu of Earnest Money Deposit.

I / We hereby accept that I / We may be disqualified from bidding for any contract with you for a period of (03) Three years from the date of disqualification as may be notified by you if,

- I I am /We are in a breach of any of the obligations under the bid conditions, or
- II I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- III On acceptance of our bid by HBCSE, I/we failed to deposit the prescribed Performance Bank Guarantee or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature of bidder with Seal & Date

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____

(complete name of Bidder firm)

Dated on _____ day of _____ month, _____ year.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid).

FORM H: SOLVENCY CERTIFICATE

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s_____ having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs_____ (Rupees_____)

(Signature) For the Bank

NOTE:

1. Bankers certificate should be on letter head of the Bank, sealed in cover addressed to tendering authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.
3. Latest Solvency Certificate required, which has issued on or after 01.04.2024 for a minimum amount of **40% of the estimated cost** from their bank.

FORM I: BID FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Tender No.:

Date:

To:

[insert complete name of Owner]

We, the undersigned, declare that:

- (a) We have read & understand the bidding document and have no reservations,
- (b) We offer to execute the order in conformity with the Bidding Documents and in accordance with the specifications mentioned in the Scope of Work for the following Services *[insert a brief description of the Goods and Related Services]*;
- (c) Our bid shall be valid for a period of **180 days**, from the date of opening Technical bid (Part–D), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we agree to submit **Performance Guarantee** as per mentioned the tender document;
- (e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (f) We have seen the site and have understood the site conditions.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

- (h) Name: *[insert complete name of person signing the Bid Submission Form]* duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*
- (i) Dated on _____ day of _____, _____ *[insert date of signing]*

FORM J: UNDERTAKING

Sir/Madam,

1. I/We hereby agree and undertake to abide by all terms and conditions laid down in tender document.
2. I/We have read and fully understood all the terms and conditions and instructions contained in the bid/ tender and have signed the bid/ tender documents in acceptance of these terms, conditions and instructions.
3. I/We have never been black listed by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of Maharashtra or any other State Government or Public Sector Banks or Local Bodies/ Municipalities and no criminal case is pending against the said firm/ contractor as on **date of bidding**.
4. I/We shall abide by the provisions of all applicable statutes, rules and regulations including Minimum Wages Act, Contract Labour Act, Provident Fund Act and ESI Act. I/We shall pay the wages/ allowances and pay wages and allowance as per DGR rates/ Minimum wages and further pay applicable Bonus, Gratuity, Leave, Relieving Charges, Uniform and other Allowances and any other statutory charges applicable from time to time.
5. I/We shall be fully responsible for any violation of any laws pertaining to this tender/bid such as the Contract Labour Act, the Minimum Wages Act, the EPF Act, the ESI Act, the Payment of Bonus Act and amendments from time to time.
6. I/We shall indemnify and hold the Centre harmless from and against all claims, damages, losses and expenses (including legal costs) arising out of violation of, or resulting from an omission on my/ our part to adhere to and abide by the relevant provisions of law and statutory requirements including omission to make any statutory contributions or payments.
7. I/ We shall indemnify and hold the Centre harmless from and against all claims, damages, losses and expenses (including legal costs) arising out of, or resulting from any claims made by my/our (Contractor 's) employees against the Centre including claims in respect of employment, payment of salary/ allowances or any matter which pertains to the employment with or employment terms with me/ us.
8. I/We shall provide the Annual Maintenance Contract for Landscape and Horticulture Works for the year 2024-2025 at HBCSE through my employees i.e. gardeners and supervisors.
9. I/ We undertake to perform all the duties/ responsibilities that may be assigned by the Centre from time to time and not sublet the work to the third parties.

Company Seal
Date:

(Signature of the bidder)
Name and Designation

FORM K: FORMAT OF DECLARATION FOR AMALGAMATION / ACQUISITION

Tender No.:

Date:

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, fulfil 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 Centre Director, Homi Bhabha Centre for Science Education, TIFR, Mumbai to fulfil the contractual obligations as per the terms of HBCSE Tender and bids of M/s. _____ No. _____ dated _____ and Homi Bhabha Centre for Science Education, TIFR, Mumbai W.O. _____ dated _____. The contractual obligations are **Providing Annual Maintenance Contract for Lawns and Gardens Services at HBCSE-TIFR, V. N. Purav Marg, Mankhurd, Maharashtra, India** as per the above-mentioned Order.

Company Seal

Date:

(Signature of the bidder)

Name and Designation

FORM L: FORMAT OF INDEMNITY BOND

(To be executed on **Rs. 500/-** Non-Judicial Stamp Paper by the successful bidder before commencement of work at site)

Work Order No. _____ Dt. _____

In consideration of Homi Bhabha Centre for Science Education, TIFR, Mumbai having office at V. N. Purav Marg, Mankhurd, Mumbai 400088, hereinafter referred to as "The Centre", which expression shall unless it be repugnant to the context or meaning thereof, include its successors and assignors having awarded to M/s. _____ having registered office at _____, a firm carrying in such name and style the business of _____ (hereinafter referred to as "The Contractor" which expression shall unless it be repugnant to the context or meaning; thereof, include its partner(s)/ proprietor(s) for the time being or its surviving partner(s) or its heirs and executors, administrators and assignees, its successors and assignors) the contract for _____ and in compliance with the terms and conditions of the said contract.

We M/s. _____ being the contractor shall save harmless and indemnify the Institute in respect of:

- a. Any expenses arising from any injury or accident or death of workers hired for this work or damage to property of any third party.
- b. Any claim made under any Act of Government or otherwise in respect of injury or damage as aforesaid.
- c. Any award of compensation or damages upon any claim as above.
- d. Any claim against the Centre by any member of the public or other third party in respect of anything, which may arise in respect of the works or in consequence thereof.
- e. Any claim which may be made upon the Centre whether under the Workman's Compensation Act or any other statute in force during the currency of this contract or of common law in respect of any worker of the contractor/ or their family member(s) or of his sub-contractor(s).
- f. Any costs, charges or expenses arising out of any claim or proceeding and in respect of any award of compensation of damages arising therefrom.

Date:
SEAL

For and on behalf of M/s. _____

Accepted by

For and behalf of HBCSE -TIFR

FORM M: PERFORMANCE BANK GUARANTEE FORMAT

(to be executed on appropriate value of stamp paper)
(To be used by Successful bidder after placement of order)

To,
The Centre Director
Homi Bhabha Centre for Science Education
Tata Institute of Fundamental Research
V. N. Purav Road, Mankhurd
Mumbai 400 088.

In consideration of Homi Bhabha Centre for Science Education. Tata Institute of Fundamental Research, V.N. Purav Road, Mankhurd, Mumbai 400 088 (hereinafter called "Centre") having agreed under the terms and conditions of Contract No. Dated made between them and (hereinafter called: The said Contractor(s)”) for (hereinafter called “the said Contract”) having agreed to provide an irrevocable bank Guarantee for Rs. (Rupees only), as a Security / Guarantee from the Contractor(s) for compliance of obligations in accordance with the terms and conditions in the said contract, we (indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the Centre an amount not exceeding Rs..... (Rupees..... only) on demand by the Centre.

2. We (indicate the name of Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Centre stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

3. We, the said bank, further undertake to pay to the Centre any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We, the said bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Centre under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till Centre Director on behalf of the Centre certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

FORM –M

5. We, the said bank, further agree that the Centre shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Centre or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Centre against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Centre or any indulgence by the Centre to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or of the Contractor.

7. We (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Centre in writing.

8. This guarantee shall be valid up to unless extended on demand by Centre. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupeesonly) and unless a claim in writing is lodged with us on or before the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and Sealed

Dated the day of for
(indicate the name of Bank).

**HOMI BHABHA CENTRE FOR SCIENCE EDUCATION
Tata Institute of Fundamental Research**

FORM N: FINANCIAL BID (Part II of the Tender)

Name of the Bidder/ Bidding Firm / Company:

Please furnish in table below based on duties as per Scope of Work and other details as contained in the tender document (scope of work):

Sr. No.	Particulars	Qty.	Unit	Rate	Amount per month	GST 18% (on column No. 4)	Amount per month incl. GST (Sum of column 4 & 5)	Total Yearly Amount incl. GST (Column 6 x 12)
		1	2	3	4	5	6	7
1	Maintenance of the Landscaped Gardens including shrubs, hedges, lawn, trees and all existing vegetation etc. complete as per the scope of work to the satisfaction of the Engineer-In-Charge.	9,160.00	Sq.mt.					
2	Lifting, Loading (manual/ mechanical) and transport of all types of non-degradable garden waste using dumping vehicle of minimum 5 brass capacity to MCGM approved dumping ground as per the requirement of HBCSE Engineer-In-Charge, including all the approvals from the competent local authorities.	1.00	Dumper					
3	Rental & operation Charges for shredder machine to be used as specified in the scope of work	1.00	Shredder Machine					
Total								

Total in Words: Rupees _____

_____ **Only**

Note:

- All efforts have been made to indicate our requirements. However, it is the responsibility of the contractor to fulfil the scope of work as per our requirement without any extra cost. Therefore, adequate care must be taken before bidding to ensure that all items are covered.
- Bidder shall quote the rates considering the minimum wages and all statutory levies payable to the personnel as per the Minimum Wages (Central) Act, other statutory payments and anticipated increase in the wages during the contract period.
- All amounts in the table above are to be indicated in figures. In the event of any discrepancy/ erasures, only the lowest figure will be considered.

Company Seal

Date:

(Signature of the bidder)

Name and Designation