

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

Telephone : +91-40-20203010
Website : www.tifrh.res.in

Date:17-02-2020
Email: rajasekharr@tifrh.res.in

PUBLIC TENDER

(TWO PART TENDER) for the following Works:

Annual Maintenance Contract for Engaging of Two Unskilled Gardener for maintenance of Horticulture and Landscaping works at TIFR, FReTB, Survey No. 36/P, Gopanpally(Village), Serilingampally(Mandal), RR Dist, Hyderabad-500046.

Tender No.	TIFR/PD/CF19-121/190973
Type of Tender	Two Part Tender (Part-I: Technical Bid and Part-II: Financial Bid)
Estimated Cost	Rs 7,17,970.00/-
Cost of EMD	<u>Rs. 14,500/-</u>(Demand Draft to be drawn in favour of “TIFR Centre for Interdisciplinary Sciences”, Payable at Hyderabad <u>(To be enclosed with the Technical Bid Part –I)</u>)
Tender Fee	<u>Rs. 500.00/-</u>(Demand Draft to be drawn in favour of “TIFR Centre for Interdisciplinary Sciences”, Payable at Hyderabad <u>(To be enclosed with the Technical Bid Part –I)</u>)
Pre-Bid Meeting Date, Time and Place	19.02.2020 at 11:00 hrs
Last Date for Submission of Tender	24.02.2020 by 13:00 hrs
Date of Opening Bids (Only Part-I: Technical Bid)	24.02.2020 at 15:00 hrs

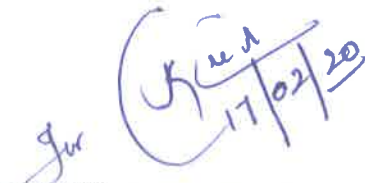
- In case the Part “I” and Part “II” bids are not sealed in separate envelopes the tender will be rejected.
- The technical bid should not contain any indication of the price.

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

- The Technical Bid received without payment of tender fees and EMD shall be summarily rejected.
- Contacts: Head-Technical Services Tel: 040-20203010 for commercial and Mr. Ashis Panigrahi . Tel: 040-20203004 for technical clarifications.

Sealed tenders are invited for AMC for the aforesaid works from contractors having similar work experience in reputed Research Institutions, Universities, Central Government/Public Sector Undertaking, Private Laboratories, Multinational Companies, etc. Interested contractors and who are satisfying prequalification criteria stipulated by TIFR-Hyderabad shall only submit their bids. For further details and any clarification on the tender you may please contact Head-Technical Services, Survey No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad-500046

Last date for submission of the tender is 24.02.2020 by 13:00 hrs.


HEAD-Technical Services
TIFR, HYDERABAD

TENDER DOCUMENT

**Annual Maintenance Contract for Engaging of Two Unskilled Gardener for maintenance
of Horticulture and Landscaping works at TIFR, FReTB, Survey No. 36/P,
Gopanpally(Village), Serilingampally(Mandal), RR Dist, Hyderabad-500046.**

NAME OF THE TENDERER:

ADDRESS:

.....

.....

.....

Last date of submission of the tender: On or before 24.02.2020 by 13:00 hrs.

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

PART – I

Annual Maintenance Contract for Engaging of Two Unskilled Gardener for maintenance of Horticulture and Landscaping works at TIFR, FReTB, Survey No. 36/P, Gopanpally(Village), Serilingampally(Mandal), RR Dist, Hyderabad-500046.

TECHNICAL BID

Tender Notice : TIFR/PD/CF19-121/190973

Estimated Cost : Rs 7,17,970.00/-

EMD : Rs.14,500/- (Rupees Fourteen Thousand Five Hundred Only)

**Validity : One Hundred and twenty (120) days after opening of Part-II,
Financial Bid**

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

Annual Maintenance Contract for Engaging of Two Unskilled Gardener for maintenance of Horticulture and Landscaping works at TIFR, FReTB, Survey No. 36/P, Gopanpally(Village), Serilingampally(Mandal), RR Dist, Hyderabad-500046.

INDEX

Sr. No.	Contents	Page No.
1	Notice Inviting Tender	6-8
2	Form of Tender (Annexure-I)	9
3	Application Form (Annexure-II)	10-14
4	Scope of Work (Annexure-III)	15-19
5	Instruction for Tenderers (Annexure-IV)	20
6	General Terms & Conditions (Annexure-V)	21-27
7	Special Conditions of Contract	28-29
8	Appendix to Form of Tender	30
9	Price Bid (PART-II) <u>(Should be enclosed in a separate envelope)</u>	31-33

NOTICE INVITING TENDER

Annual Maintenance Contract for Engaging of Two Unskilled Gardener for maintenance of Horticulture and Landscaping works at TIFR, FReTB, Survey No. 36/P, Gopanpally(Village), Serilingampally(Mandal), RR Dist, Hyderabad-500046.

Applications are invited in the prescribed format for Annual Maintenance Contract for Engaging of Two Unskilled Gardener for maintenance of Horticulture and Landscaping works at TIFR, FReTB, Survey No. 36/P, Gopanpally(Village), Serilingampally(Mandal), RR Dist, Hyderabad-500046.

Details regarding tender are given as below:

I. Eligibility Criteria:

Tenderers who fulfill the following requirements shall be eligible to apply.

1. The tenderer should have satisfactorily carried out AMC for deploying manpower for maintenance of Horticulture & Landscaping work on daily basis in one shifts on all days for Premier Research Institutes, Universities, Public Sector Undertakings(PSUs) institutes, Multinational Companies(MNCs) etc. for following contract value/s during last 7 (Seven) years as on previous month ending to the date of issue of application:
 - i. One (1) similar work of AMC contract with minimum value of around Rs.5.74lakh per annum
 - OR
 - ii. Two (2) similar works each of AMC contract with minimum value of around Rs.4.30lakh per annum
 - OR
 - iii. Three (3) similar works each of AMC contract with minimum value of around Rs.2.87 lakh per annum.
2. Average annual turnover of the tenderer during the last 3 (three) years ending March 31, 2019 shall be at least Rs. 2.87 lakh.
3. The tenderer should have office based in Hyderabad with technically qualified staff to tender the said services and with necessary Horticulture & landscape and labour license registration (copy of valid license to be submitted to TIFR, Hyderabad).

Note: The details furnished shall be for the maintenance jobs & not for the installation works. The vendors submitting the credential of installation works shall not be eligible for prequalification.

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

II. Credentials:

The tenderer should also furnish the following information in Cover-I (Prequalification Bid):

1. Information desired regarding eligibility criteria as per format given Annexure-I.
2. Company profile & Bank's NEFT details of the company/contractor/firm etc.
3. Name & address of the clients for whom the jobs were executed as per format given in Annexure-II.
4. Copies of the Certificates from the clients for satisfactory performance.
5. Desirous tenderers may either download the applications from website (**Tender reference No. TIFR/PD/CF19-121/190973**) or collect the tender document from TIFR-Hyderabad, HEAD-Technical Services at Survey No. 36/P, Gopanpally(Village), Serilingampally (Mandal), RR Dist, Hyderabad-500046 and submit completed applications along with the required documents.

III. Earnest Money Deposit:

Earnest Money Deposit (EMD) of Rs.14,500/- (Rupees Fourteen Thousand Five Hundred Only) shall be submitted in form of Demand Draft from Scheduled Bank drawn in favour of "TIFR Centre for Interdisciplinary Sciences", Hyderabad. The EMD so obtained shall be submitted in Cover-I of the tender.

IV. Instruction for Filling & Submission of Tender:

1. The tender amount is to be inserted in words as well as in figure in the space provided, in case of any discrepancies in the prices written in words and figures, the prices written in the words shall be considered to be correct.
2. Rates quoted in the tender shall be inclusive of labour, GST, transportation, insurance for carrying out any work etc (except the cost of spares required for replacement/maintenance of the plumbing/sanitary/carpentry items which should be borne by TIFR-Hyderabad). The quoted rates should be with consideration of latest Minimum Wages payable as per Central Labour Wages Acts, 1948.
3. The tender shall be submitted in two cover system. Cover-I shall contain the letter inviting tender, instructions for tendering, tender conditions, the scope of work, EMD of Rs.14,500/-. Cover-2 shall contain only the Bill of Quantities (Price Bid) i.e. the rate quoted for the contract. Each page of tender shall be signed by an authorized person of the firm and duly stamped. Both the covers shall be superscribed with the name of work.

Cover-1 & Cover-2 shall be put in a third sealed cover super scribing with "Tender for Annual Maintenance Contract for Engaging of Two Unskilled Gardener for maintenance of Horticulture and Landscaping works" and shall be addressed to the HEAD-Technical Services, TIFR-Hyderabad, Survey No. 36/P, Gopanpally(Village), Serilingampally(Mandal), RR Dist, Hyderabad-500046 on or before 13:00 hrs on 24.02.2020

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

V. OTHER MISCELLANEOUS INSTRUCTIONS:

1. The tender shall be valid for 120 days from the date of submission.
2. The quoted rates shall include minimum wages payable to the employees to be deployed at TIFR-Hyderabad, Survey No. 36/P, Gopanpally (Village), Serilingampally (Mandal), RR Dist, Hyderabad-500046, which are prescribed by Ministry of Labour & Employment, Govt. of India from time to time.
3. The contractor shall also submit the monthly staff payment register to TIFR-Hyderabad for its verification as & when required. The payment shall be made to staff in presence of authorized representative of TIFR-Hyderabad or proper documentary proof by way of bank statement shall be furnished.
4. Conditional tenders will not be accepted and be summarily rejected.
5. Tender will be opened at 15:00 hrs. on 24.02.2022 in presence of the representative from each of the tenderers who wish to be present.
6. Price bid of only those tenderers who have satisfied the eligibility criteria as specified in Annexure-I & II shall be considered. The prequalified bidders will be intimated about the date and time of opening of Cover-2 (Price bid) in advance to enable them to be present at the time of opening.
7. The bids of the applicants who have not furnished EMD and do not meet the eligibility criteria as specified by TIFR-Hyderabad shall be rejected. The unopened Price bid shall be returned to such bidders. However EMD is exempted to the contractor who has valid MSME or NSIC certificate.
8. Contractors are advised to visit the site before quoting the rate.
9. If any information furnished by the applicant is found to be incorrect at a later date, the tenderers shall liable to be debarred from tendering/taking up the work in TIFR-Hyderabad, TIFR-Hyderabad reserves the right to verify the particulars furnished by the applicant independently.

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TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

Annexure - I

FORM OF TENDER

(To be submitted on firm/contractor's letter head along with Part-I Technical Bid)

To,

HEAD-TECHNICAL SERVICES,
Tata Institute of Fundamental Research
Sy.No.36/P, Gopanpally (Village)
Serilingampally (Mandal)
Ranga Reddy District,
Hyderabad - 500046, Telangana.

Sir,

Annual Maintenance Contract for Engaging of Two Unskilled Gardener for maintenance of Horticulture and Landscaping works at TIFR, FReTB, Survey No. 36/P, Gopanpally(Village), Serilingampally(Mandal), RR Dist, Hyderabad-500046.

With reference to your Notice for Annual Maintenance Contract for Engaging of Two Unskilled Gardener for maintenance of Horticulture and Landscaping works, I am / we are pleased to offer myself / ourselves for undertaking above work in your esteemed organization. In submission of this offer, we confirm that

- i) We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- ii) We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- iii) Business has never been banned by Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government.
- iv) We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- v) The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.

Yours faithfully,

(Signature of the authorized person
of the firm/contractor with office seal)

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

Annexure-II

Application Form

BASIC INFORMATION

Annual Maintenance Contract for Engaging of Two Unskilled Gardener for maintenance of Horticulture and Landscaping works at TIFR, FReTB, Survey No. 36/P, Gopanpally(Village), Serilingampally(Mandal), RR Dist, Hyderabad-500046.

Sr. No.	Details	To be furnished by the vendor
1	Name of the Contractor / Firm / Organization / Company	
2	Official Address for correspondence with Telephone & Mobile Nos.	
3	Correspondence address at Hyderabad with contact person's name, telephone number, mobile number etc. (The company should have office and service facilities at Hyderabad)	
4	Type of Firm / Organization, whether proprietorship, partnership or private limited company etc.	
5	Year of establishment	
6	Name of the Proprietor / Partner / Directors in Organization	a) b) c) d)
7.	a) Details of Registration (Firm, Company etc.)	To be filled by the vendors

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

	i. Registering Authority ii. Date iii. Number b) Details of Labour license i. Registering Authority ii. Reg No. iii. Date of issue iv. Date of expiry c) Details of Contractor's/Works license i. Registering Authority ii. Reg. No. iii. Date of Issue iv. Date of expiry (Copies to be enclosed)	
8	a) Details of Income Tax Permanent Account Number b) Details of EPF No. c) Details of ESI No. d) Details of GST No. (Enclose a copy of the certificate issued by competent authority)	
9.	Annual average turnover of the contractor during last 3 years ending March 31, 2019 should be at least Rs.2.87 lakhs (latest 3 years) The annual turnover format is given at page No. 14 and should be duly signed and stamped by the CA on the letterhead	
10	Whether registered / empanelled with any of the Govt. Semi Govt., MES, IIT, NIT, IISc, Govt. Undertaking, Public Sectors etc. as approved contractors and if so, furnish details	
11	Whether any technical personnel are employed with the Firm / Organization and if so, give details of their experience, qualification	

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

12	If involved in any litigation earlier with any organization. If so, please submit the details.	
13.	Any civil suits pending in any of the works executed. If so, furnish details.	

Date:

Signature of authorized person & seal:

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

EXPERIENCE

Annual Maintenance Contract for Engaging of Two Unskilled Gardener for maintenance of Horticulture and Landscaping works at TIFR, FReTB, Survey No. 36/P, Gopanpally(Village), Serilingampally(Mandal), RR Dist, Hyderabad-500046.

A) List of similar works / contracts being executed presently by the contractor / Firm / Organization:

Sr. No.	Name of the work	Name & Address of the Company for whom the work was executed	Nature / Type of the Work	Name, Address & mobile/phone No. of Officer / person under whom the work was carried out	Work Order No. and Date	Estimated value of the work (Rs.)	Duration of the Contract with commencement and expected date of completion date	Remarks
1.								
2.								
3.								
4.								
5.								

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

B) List of similar works / contracts executed by the contractor / Firm / Organization during the last 7 years prior to January 31, 2020:

Sr. No.	Name of the work	Name & Address of the Company for whom the work was executed	Nature / Type of the Work	Name, Address & mobile/phone No. of Officer / person under whom the work was carried out	Estimated value of the work (Rs.)	Duration of the Contract with commencement and expected date of completion date
1.						
2.						
3.						
4.						
5.						

Note: Copy of the work order, completion and performance certificate should be enclosed for each work mentioned in A & B

C) Audited Annual Turnover for the last 3 years:

Sr. No.	Financial / accounting Year	Profit (Rs.)	Loss (Rs.)	Annual Turnover (in INR)
1.	2016-2017			
2.	2017-2018			
3.	2018-2019			

Note: The Audited Annual Turnover (Latest 3 Years) should be certified by Chartered Accountant (CA) as per the format given above duly signed and stamped by the CA on their letterhead.

Date:

Signature of authorized person & seal:

SCOPE OF WORK

Annual Maintenance Contract for deploying Two Unskilled Gardener for maintenance of Horticulture & Landscaping work (watering to plants, garden, trimming of trees, removing of weeds) on all days during the entire contract period at TIFR-Hyderabad.

1. PERFORMANCE / SPECIFICATION OF WORK

The contractor has to perform following activities.

- a. Daily watering
- b. Weed removing
- c. Trimming & pruning
- d. Soil mulching
- e. Lawn mowing
- f. Hedges cutting etc.
- g. Shrubs cutting
- h. Cleaning garden areas

Applying fertilizer or compost manure / vermiculture manure alternate month or as and when required.

Applying pesticides like insecticide and fungicide alternate month or as and when required.

Schedule of work will be intimate later.

2. Disposal of dry / fallen leaves etc.

3. SHRUBS, TREES, GROUND. COVERS, SHADE LOVING FOLIGES AND CREEPERS

Hoeing the ground, removing and disposal of weeds/wild growth from the surroundings, watering, cutting, pruning, removing old leaves and unwanted growth measuring, applying anti-termite chemicals and insecticides, fumigating as and when required, replacing worn out creeper supports, renovating barren strips of hedges, shrubbery etc. all complete.

4. GENERAL MAINTENANCE

Pruning:- Clipping and trimming of hedges and edges, trimming of shrub plants, trees creepers, bougainvillea's, etc. at regular intervals, stacking & disposing off/ remove the trimmed branches and other related waste of the plants immediately anywhere in the campus, as directed by making own arrangements at the cost of the contractor.

5. Any areas, if added at later stage in future in any specified items of schedule of items & rate would be minted under the maintenance on the quoted rates.

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

6. MATERIAL AT SITE

The contractor must ensure that all garden machinery, tools, hosepipe, sprinklers, etc. are removed from the site & kept in hidden places to avoid public view when not in use.

7. Removing fallen leaves, twigs and other miscellaneous refuse from the road and other paved / unpaved lawns & disposing off the same on daily basis as directed by officer in-charge. All cost pertaining to this will be borne by the contractor.

8. Fine dressing of the ground including providing of additional soil at contractor's cost.

9. Spreading of sludge, dump manure and good earth in required thickness and as directed by officer in charge.

10. Mixing earth and sludge or manure in proportions specified etc or as directed by officer in charge.

11. Grassing with selection of grass including watering and maintenance of the lawn for 30 days or more till the grass forms a thick lawn free from weeds and fit for moving including supplying good earth if needed and as directed by officer in charge.

12. Complete maintenance of the lawns including weeding, hoeing, watering, maintenance of trees and shrubs on lawn, regular mowing of lawn, removal of garden rubbish and deep rooting rank vegetation, applying insecticides & pesticides (whenever required), making, sowing, and maintenance of seasonal flower beds etc and other garden related works as directed by officer in charge. Lawn area includes flower beds, as well.

13. PLANT PROTECTION

Periodic checks to be carried out for pests and diseases. In the event of infestation prompt spraying of appropriate pesticides, insecticides and fungicides will be required for eradication of the same. The contractor will supply pesticides, insecticides and fungicides and as directed by officer In-charge.

14. LAWN MOVING

Lawn moving at a regular interval of 7-10 days or as per direction of Officer In-charge.

15. FERTILIZER

Manure and fertilizers specified shall be applied by the Contractor as required and under the direction of the officer In-charge. Manure & fertilizer shall be provided by the contractor at this own cost.

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

16. POTTED PLANTS

The existing potted plants beds to be maintained with minor alternation (if required) by planting summer & winter seasonal plants. Seed/seedlings should be provided by the contractors.

NOTE: All the above mentioned scope of works is indicative and not exhaustive. TIFR-Hyderabad reserves the right to add/delete any work under the scope of work. However, the Contractor has to properly maintain the Gardens, lawns, trees, etc. inside the campus.

Manpower:

- i. Contractor shall attend to all the works on 9:00am to 5:30pm post Two Unskilled workers on weekly six days during the entire contract period for maintenance of the above said works.
- ii. The necessary vouchers /invoices are required to be submitted for items payable by TIFR-Hyderabad for settlement of their bills along with the DC duly and work completion certificate duly certify by the TIFR Officials/Engineer.. In such case, TIFR-Hyderabad shall pay cost of materials on actual plus 15% towards overhead and profit and no extra payment towards labour will be made.
- iii. Gardener should have proper uniform with continuous display of Identity Card, Safety shoes.

The following Gardener tools and machinery shall be provided by the contractor:

1. Heavy Duty Hoe
 2. Garden Secateurs
 3. Garden Knife
 4. Fork Hoe
 5. Garden Trowel
 6. Digging Spade
 7. Dibber
 8. Hosepipe (30m*2no.)
- iv. Arrange visit of Horticulture engineer once in a quarter for inspection and submit report to TIFR-Hyderabad's Engineer about his observations. Details regarding Unskilled gardener i.e. Name, Qualification, Experience shall be given at the time of submission of tender.
 - v. Contractor shall follow the prescribed formats/procedures for receiving complaints, receiving the work slips duly sanctioned and preparation of bills etc. as stipulated by TIFR-Hyderabad from time to time.
 - vi. Contractor shall maintain a proper record/register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty shall be levied.
 - vii. Fertilizers and Pesticides to be provided at contractor cost at regular intervals as per site condition.

‘PENALITY’ CLAUSE:

Attending daily to works, such as watering to garden, checking of sprinkling, cutting & removing of weeds, Plumbing system is very essential and critical. Non-availability may result many tangible & non tangible losses.

Hence all the works routine, maintenance has to be carried out in accordance with all standards and statutory norms with minimum time and maximum accuracy to ensure maximum availability.

Contractor should depute experienced personnel to carry out for the Horticulture & landscaping both low & high side in such a way that the repetition of the problem should be avoided.

Failure in meeting the above requirements will attract the ‘fine’ clause as below.

- a) **Absenteeism:** No absenteeism shall be allowed. In case of absence of any staff in the agreed staff pattern, fine will be imposed at **one and half times the rate for the day** the staff remains absent.
- b) **Non-Compliance of work:** In the event of failure of compliance of awarded work in stipulated time fine will be imposed as per **double of actual expenditure incurred** in attending the same by other agency.

TIFR-Hyderabad / concerned engineer will be authorized to deduct amount from the contractor bill or security deposit or initiate any other action as found suitable.

INSTRUCTIONS FOR TENDERERS

1. Before filling up the tender, the tenderers are requested to visit the site and also carefully examine the tender documents, conditions of contract, specifications, scope of work etc. The tenderer shall ascertain the location, size and condition of the areas available for his use as working areas and all other information affecting his tender.
2. The tender form and the documents attached to it shall not be detached one from the other and no alteration or mutilation (other than filling in all blank spaces) shall be made in any of the documents attached hereto.
 - i) The tenderer shall completely fill the required Annexure and Price Bid. The tender shall be signed by person or persons so authorized by the tenderer with signature duly witnessed. The tenderer shall sign each of the document pages and duly stamped.
 - ii) The tender shall contain postal address, e-mail ID, Tel. no. and Fax. No. for correspondence/servicing instructions, required to be served to the tenderer in connection with tender/contract.
3. The tender shall accompany the following information & schedules:
 - a) Details of past/present experiences in performing works/contracts of similar nature and magnitude.
 - b) True copy of PAN, GST registration.
4. TIFR-Hyderabad will not be responsible and will not pay any expenses which may have been incurred, or losses to person or property suffered by the tenderer in connection with visits and examination of the site and in the preparation of the tender for submission.

The vendor (whether or not he submits the tender) shall treat the details of the document as secret and confidential.
5. TIFR-Hyderabad reserves the right to adjust arithmetical or other errors in any tender in the way, which he considers suitable. Any adjustments so made by TIFR-Hyderabad shall be stated to the tenderer if TIFR-Hyderabad makes an offer to accept his tender.
6. The service charges would be payable on the completion of one month service and on submission of the bills. In case of unsatisfactory performance, TIFR-Hyderabad may terminate the contract by giving 1 (One) month notice. However, the contractor shall give 3 (three) months' notice to TIFR-Hyderabad in case he decides to terminate the contract.
7. TIFR-Hyderabad is not bound to accept the lowest or any tender and has the right to refuse any tender without assigning any reason. TIFR-Hyderabad also has right to re-issue the tender without tenderers having the right to object to such re-issue

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General Terms & Conditions

1. The AMC shall be initially for a period of one year and shall be extendable upto four more years on observation of satisfactory performance on mutually agreeable financial terms.
2. The contractor shall provide the maintenance services as given in 'Scope of Work' to the satisfaction of the TIFR-Hyderabad. The performance of the contractor shall be reviewed on monthly basis and in case the services are not found to be satisfactory, the contract shall be terminated even before the expiry of contract period by giving one month's notice. However, the contract is liable for immediate termination on violation of any of the provisions by the contractor. The TIFR-Hyderabad may also terminate the contract in the instance of insolvency or bankruptcy of the contractor or change of ownership of the business of the contractor. The TIFR-Hyderabad shall not pay any compensation for early termination. The security deposit/performance bank guarantee submitted under the contract shall be liable to be forfeited and shall be absolutely at the disposal of TIFR Hyderabad.
3. All the bidders/contractors should provide Company Authorization Letter duly signed and stamped by Authority to participate in the Pre Bid Meeting, Technical bid opening and Financial bid opening etc.
4. If the contractor fails to execute the maintenance works as detailed in 'Scope of Work' within stipulated time, the TIFR-Hyderabad will be at liberty to execute the works through an alternate source and the charges so incurred shall be recovered from the contractor.
5. The contractor shall permit the TIFR-Hyderabad to hold or deduct the amount from bill for non-performance or part performance or failure to discharge obligations under this contract.
6. Security Deposit: The successful tenderer will have to submit Security Deposit @ 10% of the total work order value in the form of account payee demand draft/bank guarantee from SBI or any one of the nationalized banks in an acceptable form. Security Deposit should remain valid for a period of fourteen months from the date of commencement of Contract and would be released only after settlement of all dues of the contract.. The deposit shall not bear any interest.
7. The contractor shall obtain at his own cost, any license or permission of any sort whatsoever (viz., labour license from Assistant Labour Commissioner (Central), Hyderabad and register with Employees' State Insurance.
8. Corporation and Office of the Regional Provident Fund Commissioner, Hyderabad, GST, Income Tax etc.) that may be required under various Acts from the Central/State

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

Government Authorities for carrying out the said activity in the premises of the TIFR-Hyderabad and such Registrations and License for engagement of contract workers for such purpose should be obtained by the contractor within one month from the date of issue of work order.

9. The contractor shall comply with the provisions of all Labour Laws, which are applicable to 'the Contractor' or his employees and shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation. The contractor will furnish proof of compliance of all Labour Laws requirements including obtaining licenses, filing of monthly/quarterly/annual returns and any other statutory requirement and furnish calculations and proof of payments made to all Government/Statutory Authorities under EPF, ESIC, Labour Welfare Fund Act, Payment of Bonus Act, etc. within time limit allowed under the respective Acts and all other statutory rules as amended from time to time. TIFR Hyderabad will not be responsible if the contractor is not satisfying any statutory compliances etc.
10. The contractor shall indemnify the TIFR-Hyderabad from all liabilities arising out of any payment/ in respect of any claims made by the contractor's employees against the TIFR-Hyderabad under any statute/notification of the Government (Central/State) or statutory authority in respect of his employees.
11. The contractor shall be responsible for maintenance of proper records as required under the provisions of various Labour Laws / Statutory Acts applicable to the contractor and contract employees such as attendance register, overtime register, advance register, register of deductions for damage & loss, register of fines, accident register etc. and produce them for inspection as and when demanded by TIFR-Hyderabad or any appropriate Labour authorities. The contractor shall also issue Form-XIV (employment card) to their personnel.
12. The contractor shall make the payment to personnel engaged by him as per minimum wages notified by the Office of the Regional Labour Commissioner (Central), Hyderabad from time to time. The contractor shall satisfy the TIFR-Hyderabad showing adequate recorded proof that the minimum wages, ESI, contribution to provident fund as applicable are being paid to his personnel as required under various Statutory Acts notified by the Government from time to time. **The contractor shall disburse wages payable to his personnel only in the presence of an authorized officer of the TIFR-Hyderabad or furnish the proof of salary remittance (Bank Statement).**
13. The contractor shall provide weekly off / holidays to his personnel as per applicable laws/ labour laws but it will be his responsibility to ensure uninterrupted services on all days.
14. The contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

15. The contractor shall submit the list of his personnel to be deployed at the TIFR-Hyderabad along with their personal details like name, age, date of birth, permanent address etc. for approval. The TIFR-Hyderabad has the right to advise the contractor to replace any of the personnel engaged by him who are found unsuitable; the contractor shall immediately replace such personnel. The contractor shall provide identity cards to his personnel.
16. The contractor shall not employ any person who is prohibited by law from being employed. The personnel deployed by the contractor should not suffer from any infectious disease and should be able-bodied persons.
17. The contractor shall ensure that none of his personnel report for duty in drunken state or consume drugs, prohibited substances, smoke, etc., while on duty.
18. The contractor shall take necessary safety measures and he/she is solely responsible for the safety of personnel engaged by him. **The contractor shall provide appropriate uniform, shoes, gloves, accessories & tools that would ensure safety against insects & snakes, dogs and electrocution to all personnel and ensure their cleanliness and upkeep.**
19. The TIFR-Hyderabad shall not be responsible for any accident/injury or loss of life of any of the persons engaged by the contractor that may take place while executing the contract. Any compensation or expenditure towards the treatment of such injury or loss of life shall be sole responsibility of the contractor. At his cost, the contractor shall obtain appropriate/adequate insurance policy to his personnel towards meeting the liability of compensation arising out of death, injury, disablement, etc. at work. **Documentary proof shall be furnished to TIFR before commencement of work. Failing which, the contractor will not be allowed to commence work at site, the work order will be cancelled and EMD will be forfeited.**
20. The contractor shall abide by all the rules and regulations laid down by the TIFR-Hyderabad authorities from time to time.
21. The contractor or his personnel shall not any time do, cause or permit any nuisance at the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants/visitors at site or near the site of work.
22. The contractor shall be responsible for all acts done by the personnel engaged by him and for maintenance of proper discipline by his personnel at the premises of the TIFR-Hyderabad. Any act of indiscipline/misconduct/theft/pilferage on the part of any personnel engaged by the contractor resulting any loss to the TIFR-Hyderabad in kind or cash will be viewed seriously and the TIFR-Hyderabad shall have the right to levy damages or fine from the contractor and even terminate the contract forthwith.
23. Care must be taken to ensure while carrying out the work so that no laboratory equipment, fittings, fixtures, furnishings are damaged. Any damages done to the same or

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

any other property will have to be repaired / replaced by the contractor, failing which the TIFR-Hyderabad will get them repaired/replaced at risk and cost of the contractor.

24. In the event, any damage is caused to the movable or immovable property of the TIFR-Hyderabad or to the property of employees of the TIFR-Hyderabad, the TIFR-Hyderabad reserves the right to compute the damage in terms of money and to deduct the money from the bill of the contractor or from the amount payable to the contractor by the TIFR-Hyderabad and the remaining amount, if any, by the way of civil damages.
25. The contract is for providing maintenance services and not for supply of Contract Labour. The workers employed by the contractor for providing the services shall be of his/their employees and not of the TIFR-Hyderabad.
26. The personnel engaged by the contractor shall not have any employee-employer or master-servant relationship with the TIFR-Hyderabad and they shall not have any claim whatsoever for employment in the TIFR-Hyderabad now or at a future date.
26. The contractor shall remove his personnel peacefully on expiry of contract or on termination of the contract.
27. The contractor shall not sub-contract the works unless permitted specifically by the TIFR-Hyderabad in writing.
28. The contractor shall submit the bills in the first week of every month along with monthly report for the works carried out in the previous month. The TIFR-Hyderabad shall pay AMC charges on monthly basis upon submission of bills by the contractor and certified by the concerned employee/official to the effect that the maintenance works have been carried out as per the contract. Applicable TDS will be deducted while making the payment.
29. **The contractor should submit the wage bill/invoice for reimbursement as per details/table given below on his letter head latest by 10th of following month:-**
 - a. Bill No. _____ Date _____
 - b. Name of the company: _____
 - c. Contract for _____
 - d. Award letter Number & Date: _____
 - e. Date of commencement of the contract: _____
 - f. Wage bill for the month _____ date _____

Sl. No.	Name of worker	Empl Code No.	EPF No.	ESI No.	@ Basic Minimum Wage As per GOI (C)	No. of days worked	Total Wage	Employee's contribution	Take home Salary	Employer's contribution

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

								EPF	ESI		EPF	EDLI	ESI
								12%	1.75%		12%	1%	4.75%

Note: Deduction Schedule showing the individual details of deductions of EPF and ESI should tally with the wage bill.

30. GST rule will be applicable with effect from 01.07.2017. The applicable TDS /other charges if any as per GST rule will be deducted as per new GST regime.
31. TIFR-Hyderabad GST NO: 36AAATT3951F2ZG.
32. The contractor should provide mobile telephone on site for communicating 24 x 7 basis duty personnel. The number should be informed before commencement of work.
33. The contractor shall execute the agreement related to this contract on stamp paper as per proforma prescribed by the TIFR-Hyderabad.
34. The contractor shall pay the minimum monthly wages (Central) fixed by the Chief Labour Commissioner (Central), Delhi, Govt. of India, Ministry of Labour & Employment under the Minimum Wages Act as applicable in Hyderabad.
36. Enhancement in Administrative/Service charges, on any ground will not be entertained during the tenure of the contract for this intended period.
37. The contract can be terminated on any of the following contingencies:
 - a) On expiry of the contract period.
 - b) By giving one month advance notice by TIFR on account of:
 - i) Un Satisfactory performance of the contract (as per tender terms and conditions).
 - ii) Losses suffered by TIFR due to lapse on the part of the contractor / his Supervisor / workers.
 - iii) For committing breach by the contractor of any of the terms and conditions of Contract.
 - iv) On assigning the contractor or any part thereof or any benefit or interest therein or there under by the contractor to any third person for sub-contracting whole or part of the contract.

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

- v) On violation of any Labour laws as per Contract Labour (Regulation & Abolition) Act, 1970, as amended from time to time.
 - vi) On contractors being declared insolvent by the competent Court of Law.
 - vii) The contractor provides unsatisfactory services.
38. During the notice period of termination of the contract in the contingencies contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.
39. It shall be the duty of the contractor to withdraw all the persons deployed by him on expiry/termination of the contract and will ensure that no person creates any disruption/hindrance or problems of whatsoever nature to TIFR.
40. Income Tax will be recovered from the contractor's monthly bill as per the Govt. of India's order and necessary TDS certificate will be issued to him as a proof of having deducted the tax.
41. All disputes arising from this contract in respect of personnel posted at TIFR concerning their wages or any other matter connected with their service conditions under relevant Labour Laws are solely and wholly the responsibility of the Contractor. The TIFR will be free from all encumbrances either from the Government or from any other sources.
42. TIFR Hyderabad GST NO is: 36AAATT3951F2ZG. GST rule will be applicable with effect from 01.07.2017 as per GST regime. The applicable TDS /other charges if any as per GST rule will be deducted.
43. The contractor should submit a valid GST Registration document / certificate etc. The TIFR will pay Goods and Services Tax (GST), as applicable on the bill submitted by the contractor.
44. That the contractor shall ensure that the persons so deployed do not allow any property of the TIFR to be taken out of the premises without a Gate Pass signed by the designated officials of the Institute. As a safeguard against any dishonesty connivance and/or ulterior motive, the specimen signature of the officials designated and authorized to sign the gate pass will be intimated in writing to the contractor along with subsequent changes, if any. The Administrative Officer of TIFR shall take necessary steps to ensure compliance and necessary action in this respect.
45. All the bills should be submitted on his letter heads, duly signed and pre-receipted.
46. ARBITRATION

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

- A. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is especially provided under this agreement) the same shall be referred to the sole arbitration to Centre Director TIFR, Hyderabad or his nominee.
- B. The award of the arbitrator shall be final and binding on their parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the TIFR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- C. The Arbitrator may give interim award(s) and/or directions, as may be required.
- D. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modifications are there of from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

Date:

(Name & signature of the contractor with office seal)

SPECIAL CONDITIONS OF CONTRACT

1. Engagement terms of labour:

- i. The agreement between TIFR-Hyderabad and the contractor shall be purely on the basis of service agreement. The Contractor shall make his own arrangements for the engagement of the labour.
- ii. In respect of the engagement, employment, wages, transport, paying, feeding, housing and working conditions of labor and of all matters connected therewith, the contractor shall be solely responsible and liable.
- iii. During the continuance of the Contract, the contractor shall at all times be liable to obligations imposed on him by the provisions and requirements of any Central or State Statute ordinance or other law or any Regulation or Bye-law of any local or other duly constituted authority which may be applicable including any such law regulation or order passed or made or coming into force during the period of the Contract.
- iv. The Contractor shall comply with the provision of all labour legislation including the requirements of:
 - a) The payment of Wages Act
 - b) Owner's Liability Act
 - c) Workmen's Compensation Act
 - d) Contractor Labour (Regulation & Abolition) Act 1970 and Central Rules 1971
 - e) Apprentices Act 1961
 - f) Any other Act or enactment relating thereto and rules framed there under from time to time.
- v. The successful tenderer shall keep all mandatory records like PF, ESI, Bonus etc. of his employees deployed at TIFR-Hyderabad, Survey No. 36/P, Gopanpally(Village), Serilingampally Mandal, RR Dist, Hyderabad-500046 as per requirement of the labour enforcement inspector from time to time.
- vi. The successful tenderer shall take necessary license from the Asst. Labour Commissioner and comply with the central Labour Act of 1970.
- vii. The successful tenderer shall have to take necessary insurance coverage for his workmen and keep TIFR-Hyderabad indemnified against risk. Copy of such insurance premium receipt shall be submitted to TIFR-Hyderabad before the release of first payment.

2. Accidents:

The Contractor shall within 24 hours of the occurrence of any accident or mishap at or about the Site or in connection with the execution of the work shall report such incident to TIFR-Hyderabad. The Contractor shall also report such accident to the competent authority whenever such report is required by law.

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

3. Insurance:

Workman insurance policy in the joint name of TIFR-Hyderabad and the Bidder should be submitted to TIFR-Hyderabad before commencing the work. Contractors shall cover all the men and labour, deployed by him on this work under an adequate comprehensive contractor's all risk policy, to insure Workmen and third party insurance etc.

4. The work is to be carried out in occupied office and laboratory premises and hence the contract shall be governed by the rules of TIFR-Hyderabad regarding the working hours, supply & removal of materials etc. The contractor and their personnel shall not cause disturbance to the staff and research activities of TIFR-Hyderabad.
5. The contractor should make proper safety arrangements like safety belts and helmets, etc. for the persons working on site. Contractor shall provide individual identity card to each of his staff /worker as per the approval format. The identity card shall be carried and displayed by the person during his entire presence or working in the premises.
6. **The Contractor is advised to submit the copies of the following documents within 7 days from the date of acceptance of the contract to commence the work at TIFR Hyderabad.**
 - a. Labour License
 - b. Professional Tax Registration
 - c. Local ESI Registration
 - d. PF Registration
 - e. Workmen Compensation Policy
7. **If the contractor fails to submit the documents mentioned in clause 6, the contract will be stand cancelled and EMD will be forfeited.**

* * * * *

APPENDIX TO FORM OF TENDER

a)	Minimum amount to third party insurance	The successful tenderer shall take "all risk policy" for the contract value and workmen compensation policy for the workers engaged in the work. The contractor shall indemnify the TIFR-Hyderabad for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability in contractors all risk policy shall be minimum Rs. 2 lakh per person for any one accident or occurrence and 5.00 lakh in respect of damage to property for any one accident or occurrence. Note :These policies shall be valid till the completion of the work. If the contractor does not provide these policies, TIFR-Hyderabad reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill/s of the contractor.
b)	Period of commencement	7 (Seven) days from the date of issue of letter of intent/work order or date of handing over of site, whichever is later.
c)	Period of Contract	12 months
d)	EMD to be deposited	Rs.14,500/-
e)	Security Deposit	10% of the Order Value or Bank Guarantee of same value. EMD of successful tenderer will be adjusted against this money.

PART-II
PRICE BID

Annual Maintenance Contract for Engaging of Two Unskilled Gardener for maintenance of Horticulture and Landscaping works at TIFR, FReTB, Survey No. 36/P, Gopanpally(Village), Serilingampally(Mandal), RR Dist, Hyderabad-500046.

NAME OF THE TENDERER: _____

ADDRESS: _____

Last date of submission of the tender: On or before 21-02-2020 by 13:00hrs.

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

I. Wages stipulated by TIFR

Sr.No.	Payment Component	Wages for Unskilled Gardener (Rs. 523/- per day)
1	Basic Wages	13598.00
2	10% Escalation on Basic for any other revisions	1359.80
3	Total Sr.No 1 + Sr. No 2	14957.80
4	Variable Dearness Allowance	2080.00
5	Sub Total	17037.80
6	Leave wages @ 4.81% on Sr.No.5	819.52
7	PF @ 13% on Sr. No. 5	2214.91
8	ESI @ 3.25% on Sr.No. 5	553.73
9	Bons @ 8.33% on Sr.No. 5	1419.25
10	Total from Sr.No. 5 to 9	22045.21
11	No. of Employees deployed	2
12	Total minimum charges for proposed deployment in Rs. i.e. (Sr.No.10 x Sr. No.11)	44090.42
13	Service Charges @ ----- of Sr No. 12	
14	Total with Service Charges (i.e. Sr.No. 10+ Sr. No. 11)	
15	GST @18% On Sr No. 14	
16	Total Gross Per Month	
17	Expenditure for 12 months * 14	

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Survey No.36/P, Gopanpally Village, Serilingampally Mandal
Ranga Reddy District, Hyderabad-500046, Telangana

NOTE:

- a. The Contractor shall attend to all the **Gardening works**-from 9:00am to 5:30pm and post Two Unskilled worker on weekly six days during the entire contract period for operation & maintenance of the above said works.
- b. The contractor shall provide minimum one-day duty off once in a week for the employees working in shifts and shall provide reliever for the employees on off duty / sick / leave. However, in case of exigencies, the contractor shall provide services beyond above mentioned hours.
- c. The TIFR-Hyderabad shall not permit double shift for any staff employed by the contractor.
- d. The contractor shall make the payment to personnel engaged by him as per minimum wages notified by Office of the Regional Labour Commissioner (Central) and any revision in the wages during the period of contract.
- e. The quoted rates shall be inclusive of all applicable statutory payments viz. Minimum Wages(**including revisions**), PF, ESI, Gratuity, Bonus and necessary risk policy for covering the comprehensive risk of all employees and supply of fertilizers and pesticides.
- f. The contractor shall provide minimum one-day duty off once in a week for the employees working in shifts and shall provide relievers for the employees on off duty / sick / leave.
- g. Conditional tenders shall be summarily rejected.
- h. Please note that **final bid amount** will be considered for evaluation of tenders.
- i. The contractors are advised to visit the site and thoroughly understand the nature and scope of work and be familiar with the site conditions before quoting.

I/We have examined the scope of work and terms & conditions of the tender for the said works. If this tender is accepted by TIFR-Hyderabad, I/We hereby agree to execute the works in accordance with terms and conditions of the tender.

Date:

(Signature and Name of the authorized person
of the firm/contractor with office seal)