

**INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH
GOREGAON (EAST), MUMBAI**

TENDER DOCUMENT

FOR

Annual Maintenance Contract of Garden at IGIDR

NIT No.: IGIDR/Tender/2022/ED/07 Date: 28.01.2022

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH

Gen. A.K. Vaidya Marg, Film city Road, Santosh Nagar, Goregaon (East), Mumbai-400065.

TELEPHONE: 022 6909 6200/507. FAX: 022 69096399.

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI

Notice Inviting Tender

“NAME OF THE WORK: “**Annual Maintenance Contract of Garden at IGIDR**” at INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, GOREGAON, MUMBAI – 400 065.”

1. IGIDR invites sealed bids from vendors/firms/contractors of repute for the following work:

Name of work	Estimated Contract Value (Rs.)	EMD (Rs.)	Period of Contract
(1)	(2)	(3)	(4)
Annual Maintenance Contract of Garden at IGIDR	39,50,000.00	Rs. 79,000.00	1st April 2022 To 31st March 2023

2. The tenders being invited for the above-mentioned work. IGIDR MUMBAI reserves its right to award the work to the successful bidder.
3. Bidder has to deposit Earnest Money of Rs.79,000.00/- (Rupees Seventy-Nine Thousand only) along with the bid.
4. The EOI bids in two bid system are invited through two separate Emails to tender@igidr.ac.in : “**Email-1: EMD and Pre-qualification/Technical Bid**” and “**Email-2: Financial bid**”. Subject of email should be mentioned as “**Email-1: EMD and Pre-qualification/Technical Bid for Annual Maintenance Contract of Garden at IGIDR**” and “**Email-2: Financial bid for Annual Maintenance Contract of Garden at IGIDR**” respectively. All the bid documents should be attached as a PDF document or zip file and the financial bid file should be protected with a password.
5. Last date of submission of Tender document shall be up to **03.00 PM on 17th February 2022**.
6. The institute reserves the right to reject any prospective application without assigning any reasons whatsoever.
7. Before quoting the rates, contractor should inspect the site and understand themselves about the nature and scope of the work.

REGISTRAR

SECTION 'A'

Letter of Offer

Date _____

To,
The Registrar,
Indira Gandhi Institute of Development Research,
Gen. A.K. Vaidya Marg, Film city Road,
Goregaon (East), Mumbai- 400065.

Subject: Tender for “Annual Maintenance Contract of Garden at IGIDR”
Reference: Tender Advertisement No. IGIDR/Tender/2022/ED/... dated

Dear Sir,

With respect to your above-mentioned tender, I / We hereby submit my / our tender in the required format along with Company Profile and supporting documents.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the IGIDR the amount mentioned in the said Conditions.

I/We have deposited **NEFT/DD/FDR/BG** of Rupees Seventy-Nine Thousand only or MSME exemption Certificate as an earnest money to the IGIDR, which will not bear any interest. Should I/We fail to execute the contract when called upon to do so. I/We do hereby agree that this sum shall be forfeited by me/us to the IGIDR.

I / We have carefully gone through the terms and conditions prescribed and I / We accept the same in to without any alterations / modifications.

Yours faithfully,

Signature

Name & seal of bidder

**To be submitted on company/firm letterhead.*

SECTION 'B'
GENERAL INSTRUCTIONS TO BIDDERS

Tender bids through email should be addressed to The Registrar, Indira Gandhi Institute of Development Research, Goregaon (East), Mumbai-400065.

1. Bidder has to deposit Earnest Money of Rs.79,000.00/- (Rupees Seventy-Nine Thousand only) through NEFT/DD/FDR/BG to “INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI” Account No. 010220100010001, IFSC code: BKID0000102, Branch name: IGIDR, Bank Name: Bank of India and UTR number with screenshot of transaction should be included in the part of tender document towards Earnest money.
2. The bidders registered under MSME are exempted for submission of EMD, but they should submit the necessary copy of the MSME certificate for exemption.
3. The tender bids in two bid system are invited through two separate Emails to tender@igidr.ac.in “**Email-1: EMD and Pre-qualification/Technical Bid**” and “**Email-2: Financial bid**”. Subject of email should be mentioned as “**Email-1: EMD and Pre-qualification/Technical Bid for Annual Maintenance Contract of Garden at IGIDR**” and “**Email-2: Financial bid for Annual Maintenance Contract of Garden at IGIDR**” respectively. **All the bid documents should be attached as a PDF document or zip file. In case bidder cannot attach single bid file to an email then they can split their bid and submit in multiple emails with mentioning in the email subject as Part-I, II, III.... etc.**
4. All the required documents should be scanned and merged either into a single PDF file or zipped into a single and attached to the respective Emails. **The Financial bid should be attached as a PDF document protected with a password and the password to be shared at the time of financial bid opening through online meeting. The vendor should keep their password securely with them and required to give only when asked in online meeting for financial bid opening.**
5. The bids will be received up to **03:00 PM on 17th February 2022**. Each copy of the tender document under their stamp and signature. No tender will be accepted after **03:00 PM on 17th February 2022** under any circumstances whatsoever.
6. The Email bid with subject “EMD & Pre-qualification/Technical Bid for Annual Maintenance Contract of Garden at IGIDR” shall be opened by REGISTRAR or his authorized representative in his office on the next day **18th February 2022** at **11:30 AM**. Through online meeting platform. The link

of meeting will be shared with participated bidders. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time.

7. The Email bid with subject “Financial bid for Annual Maintenance Contract of Garden at IGIDR” of only qualified bidders will be opened. The date of opening of price bid shall be informed by institute to the qualified bidders. The date of opening of financial bid and link for online meeting shall be informed by the institute to the qualified bidders. **The bidders should provide the password of financial bid PDF file during the opening of the financial bid. In case bidder can NOT provide password for financial bid at the opening then their bid shall be rejected.**
8. Tender bid shall remain valid for acceptance by the Institute for a period of Three months from the date of opening of the bid which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.
9. The bidder must use only the tender forms issued by the Institute to fill in the rates. Any addition/alteration in the text of the tender form made by the bidder shall not be valid and shall be treated as null and void.
10. The tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Institute in its discretion.
11. Rates should be quoted both in figures and in words in columns specified. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Institute's option. No advice whatsoever especially on any change in rate specifications after the opening of the tender will be entertained.
12. Each Page of the Tender document should be stamped and signed by the authorized person or persons submitting the Tender in token of his/their having acquainted himself/themselves with the General Conditions of contract. General specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not so signed will be rejected.
13. A tender which is not accompanied by EMD will not be considered. The EMD will be returned to the bidder if their tender is not accepted by the institute but without interest. The EMD paid by the successful bidder shall be held/encashed by the IGIDR as security for execution and fulfillment of the contract. No interest shall be paid on this deposit. The EMD of the successful bidder may be converted into Performance Security Deposit. The security deposit of the successful bidder will be forfeited if they fail to comply with any of the conditions of contract. No interest will be paid on Security Deposit withheld by the institute.

14. Tender incomplete in any form will be rejected outright; conditional offers will not be accepted.
15. Institute does not bind itself to accept the lowest or any bid and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
16. Institute reserves the right to divide the work mentioned in the tender, amongst two or more bidders at its own discretion and the successful bidders will have to execute orders for part of the items placed with them at the quoted rates. Institute also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the Contractor shall execute the same without claiming anything extra for the same. In this context the rates quoted for each item must be self-supporting and relevant.
17. On receipt of intimation from the IGIDR of the acceptance of his/their tender, the successful vendor/contractor shall be bound to sign the formal Contract and within seven days thereof, the successful vendor/contractor shall sign an agreement and the Schedule of Conditions but the written acceptance by Indira Gandhi Institute of Development Research and the Contractor so, whether such formal agreement is or is not subsequently executed. The cost of necessary Stamp paper for execution of the agreement shall be borne by the successful vendor/contractor.
18. No bidder will be allowed to withdraw after submission of the tender: otherwise, the EMD submitted by the bidder would stand forfeited. In case, the successful bidder declines the offer of contract (or refuse to acknowledge or execute the contract within 15 days of award of order), for what so-ever reasons, their EMD will be forfeited.
19. The rates quoted in the bid shall include all charges like PF, ESIC, Reliever charges, Management fees and Uniforms etc. The rates shall also be firm and shall not be subject to exchange variations, labour conditions or any conditions whatsoever. Bid must include in their rates, applicable GST and any other tax and duty or other levy whether existing or future, levied by the Central Government or any State Government or Local Authority, if applicable. No claim in respect of GST or any other tax, duty or levy whether existing or future, shall be entertained by the Employer.
20. The payment towards bonus and any leave encashment to worker shall be paid extra at actual as per minimum wage act. In case if institute will provide the uniforms to workers the same amount shall be recovered from the bill of successful bidder.
21. **The intending bidder can obtain any clarifications regarding the tender document, scope of work etc. if any by contacting to Mr. Amit Gaikwad (Estate Officer) on email amitg@igidr.ac.in**

or mobile – 9881070122 or from the Estate Department of the Indira Gandhi Institute of Development Research, Goregaon, Mumbai-400 065 on any Institute`s working day.

I/We hereby declare that I/we have read and understood the above instructions and the same will remain binding upon me/us.

Place :

Signature of Bidder with seal

Date :

SECTION ‘C’
SPECIAL CONDITIONS

1. The workmen will not be allowed to stay within the premises.
2. Permission if any, required from the local bodies shall be obtained by the successful bidder at his cost.
3. The Successful Bidder shall offer employment to the existing workers (hereinafter referred to as “the existing Workers”) currently carrying out the housekeeping work as contemplated by the present Tender. If the said workers accept the offer for employment, the Successful Bidder shall absorb the said workers into their organization and deploy them for the purposes of the present Tender. All obligations towards their employment shall be borne by the Successful Bidder. A list of the workers is annexed as part of this Tender.
4. The successful bidder shall employ adequate number of persons (inclusive of the existing workers as mentioned in clause 3 above) as agreed to by the Institute for satisfactory fulfillment of his contractual obligations as per this Agreement and shall provide adequate number of persons with appropriate training and experience, at its own expense, for the proper discharge of the responsibilities entrusted to them.
5. The successful bidder shall decide the mode and manner of work to be done by his workmen.
6. The successful bidder shall comply with the labour acts or any other Labour Laws in force from time to time for all of the workers employed by him including the existing workers.
7. In case the successful bidder contravenes any provisions of the law, and the Institute suffers any damage or loss or harm due to any acts of commission or omission of the Contractor, the Contractor is bound to indemnify the Institute. The Contractor shall also be responsible for the discharge of all legal liabilities towards the Institute and also for observing all laws and Government rules relating to labour laws.
8. The successful bidder shall execute necessary agreement with the Institute within 07 days of issuance of the work order/declaration as the Successful Bidder, whichever is earlier.
9. The successful bidder shall use only approved brand materials if any required.
10. The work has to be carried out with least inconvenience to the staff.
11. The successful bidder has to obtain permission from the local authorities as per the existing local bye laws for such works and the charges/fees if any, has to be borne and paid by the contractor.
12. The successful bidder should have valid labour license from Labour Commissioner wherever the number of laborers’ engaged is 50 or more.
13. The successful bidder shall have the addresses and photographs of their workmen being engaged by them for the said work. The entry of workmen will be allowed inside the building only on producing the photo pass issued by the Institute.
14. The successful bidder may explore the possibility of absorbing the workers from the current contractor on his roll after following due compliance, procedures and rules.

15. The successful bidder has to lineup the candidates/staff to be deputed for the said contract in the Institute, and the Institute reserves the right to select the candidates from the same. Any workers absorbed from the existing workmen are deemed to be selected candidates.
16. The successful bidder has to transfer the payment of wages to his labour/staff to their respective bank account only before the 07th day of every month. The contractor shall attach copy of the bank statement for salary transfer to his labours/staff, copy of ESIC, PF challan, ECR statement, GST challan, GSTR-1 screenshot etc. to be furnished along with the next month's bill.
17. Any damage cause to any of Institute's properties shall be made good by the contractor at their own cost.
18. The successful bidder shall carry out the work strictly in accordance with specification details and instructions of the Institute's In Charge.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place :

Signature of Bidder with seal

Date :

SECTION 'D'
TERMS AND CONDITIONS

Upon the declaration of an intending vendor/bidder to be the Successful Bidder by the Institute, they shall be subject to the following terms and conditions that shall form part of the Formal Contract to be executed with the Institute.

1. The successful bidders shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the IGIDR. In case of breach of these conditions, the IGIDR may serve a notice in writing on the Contractor rescinding the contract.
2. In all matters of dispute arising on the work, the matter shall be referred to **The Registrar, Indira Gandhi Institute of Development Research, Goregaon** for a decision.
3. In the event that the Successful Bidder is not satisfied by the decision of the Registrar, Indira Gandhi Institute of Development Research, the dispute shall be settled by arbitration in accordance with the provisions of arbitration and conciliation act, 1996 or any enactment thereof. The Arbitral Tribunal shall consist of one arbitrator, to be appointed by the Institute. The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Mumbai. The arbitration proceedings shall be conducted in the English language and any award or awards shall be rendered in the English language. The procedural law of the arbitration shall be the Indian law. The award of the arbitral tribunal shall be final, conclusive and binding upon the Successful Bidder and the Institute.

4. Insurance Clause:

The Contractor shall be responsible for all injury to person, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract.

5. Performance Security Deposit:

The successful bidder will have to deposit a Performance Security Deposit (PSD) @ 5% of the total value of contract amount for one year, subject to the revision at the time of placing the work order, within 15 days of the receipt of the formal order. The performance security will be furnished in the form of an account payee Demand Draft/Fixed Deposit Receipt or Bank Guarantee from a commercial bank drawn in favour of "The Registrar, Indira Gandhi Institute of Development Research, Mumbai"

payable at Mumbai. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the service provider. In case the successful bidder submitted the MSME certificate instead of EMD, need to deposit PSD amount. This deposit shall be forfeited in case the contractor, who fails to discharge its duties/commitments or whose contract is terminated pre-maturely.

6. Payment Terms:

Payment shall be made to the contractor after successful completion of month within 7 days of submission of certified invoice along with supporting documents.

7. Tenure of Contract:

Initially the contract period shall be for 1 year from 1st April 2022 to 31st March 2023 however it can be extended for further 02 years based of review of performance of contractor on yearly basis on same rates (except revision of wages as per minimum wage act), terms & conditions.

8. The contractor should submit the following documents within 7 days of issuance of work order.

- a. Workmen Compensation Policy for all the employees/workers to be deputed on the site as per the workmen compensation act which should also cover hospitalization. This policy will be additional to the ESIC and the amount paid towards the Workmen Compensation Policy would be reimbursed by the Institute after submission of Policy document and payment receipt.
- b. Contract agreement of Rs.500/- stamp paper duly notarized (Draft enclosed along with Tender).
- c. Police verification and medical of the personnel/ labors to be engaged and deployed on site.
- d. Documents of labor engaged mentioning their bio-data and Xerox of Aadhar & Pan Card along with One Photograph etc.

9. Termination Clause:

- 9.1 Without prejudice to any other remedy available to the Institute, in case of default on the part of the contractor in the performance of this contract or in the discharge of any contractual obligations arising out of this contract or if the contractor commits substantial breach of his obligations and such breach is not corrected within 15 (fifteen) days from the date of receipt of the notice specifying the breach, by the contractor, the Institute may terminate this contract by giving a 30(thirty) days written notice of intended termination to the contractor.

- 9.2 In the event of this Contract being terminated, the Institute shall be liable to make payments of the amount due under this Contract up to the effective date of termination for which services (including parts thereof) have been rendered by the Contractor subject to clause 9.5 hereunder.
- 9.3 Notwithstanding anything contained herein above, the Institute may terminate this contract at any time by giving one month's notice to the Contractor without assigning any reason thereof and without prejudice to the rights of the Institute to recover any money becoming due and payable to the Institute under this Contract. The Contractor may terminate this Contract at any time by giving two months' notice to the Institute without assigning any reason thereof.
- 9.4 Forthwith on the expiry or earlier termination of this Contract, the Contractor shall, return to the Institute all materials and equipment, belonging to the Institute with regard to this Contract. The Institute shall also intimate to the Contractor a time when it can collect its equipment stored in the Institute and the Contractor shall collect the same. In the event that the Contractor does not collect its equipment by the appointed time, the Institute shall not be liable for the same thereafter.
- 9.5 Forthwith on the expiry or earlier termination of this Contract, the Institute shall determine the costs of execution, cost of remedying any defects (if any) and the cost of completion of the work (if required). The Institute shall be entitled to recover from the Contractor the extra costs, if incurred, after adjusting the same against the Performance Security Deposit made by the Contractor.
- 9.6 On the earlier termination of this Contract due to failure to discharge its duties, the Performance Security Deposit shall stand forfeited by the Institute.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place :

Signature of Bidder with seal

Date :

SECTION - 'E'

QUALIFICATION CRITERIA

- **Minimum Qualification Documents to be submitted by Bidder along with qualification Bid:**
 - a) The bidder should have minimum 05 years' experience for providing Gardening services preferably in various organizations.
 - b) The bidder should be registered with the appropriate registration authorities. Copy of Registration under Shop & Establishment or Certificate of Incorporation or Partnership Deed/MOA/Affidavit to be submitted.
 - c) Copy of Registration of Provident fund and ESIC
 - d) Copy of Registration of Goods & Service Tax and PAN
 - e) Copy of Registration of Labour License if applicable
 - f) The bidder should have an average annual turnover of **Rs. 35.00 Lakh** for similar services only in the last 3 financial years. The bidder should submit the audited balance sheets, P & L account statements or CA certificate for turnover amount of last 3 financial years duly certified by CA.
 - g) The bidder should have experience in successful completion of Garden maintenance/service contracts during last 07 years ending till last month in any organization either of the following-
 - i) At least 01 similar work of costing not less than **Rupees 31,60,000.00 or**
 - ii) At least 02 similar works of costing not less than **Rupees 19,75,000.00 or**
 - iii) At least 03 similar works of costing not less than **Rupees 15, 80,000.00**(Copy of Work orders/completion certificates to be submitted).
 - h) Bidder to submit List of clients and copy of certificate of appreciation if any.
 - i) The bidder should have either the Registered Office or one of the Branch Office located in the territory of Mumbai, Mumbai suburban, Thane or Navi Mumbai districts.
 - j) The bidder should not be blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency (Submit Undertaking As per **Annexure-A**).

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company duly stamped and signed by the authorized person of the agency and attached as PDF file, to be submitted along with the qualification bid (Email-1).

- Information to be furnished by the bidder:

Sr. No.	Item	Information to be filled by Bidder
1	Name of the bidder	
2.	Address	
2	Telephone Number: Office /Residence: Mobile Number: Fax No. E-Mail address-	
3	Details of Registration (number & date)	
4	Month and Year in which the firm / company was formed/ incorporated.	
5	Type of organisation (Sole Proprietor, Partnership, Pvt. Ltd., Public Ltd., etc.)	
6	Enclose copy of partnership deed, Articles of Association or MOA or Affidavit (in case of firm)	
7	Average Annual Turnover of Last Three Financial Year (attached audited balance sheets & profit & Loss account statements)	FY 2018-19 FY 2019-20 FY 2020-21
8	Bank Account Details	Bank Name: Account Number: IFSC Code:

SECTION - 'F'
TECHNICAL BID

1. Schedule of Manpower Deputation:

1.1. Supervisor – 1 No.

1.2. Garden workers (Male) Skilled- 2 Nos.

1.3. Garden workers (Male) Semiskilled- 4 Nos.

1.4. Garden workers (Male) Unskilled- 8 Nos.

- The successful bidder should provide a consultancy service or Technical Consultant: 2 or 3 Visits in a week for Inspection of gardens and consult to the Institute.
- The manpower requirement may change as per the requirement.

2. Scope of Work:

The Contractor shall organize for renovation and maintenance of gardens in co-ordination with the Institute's officials to look and feel gardens very colourful and most beautiful. The routine works shall be Cleaning, leveling and Dressing of Green Areas, clearing of wild grass, pruning of trees, etc. of all the green lawns, the area around office premises, multistory buildings, residential quarters, Guest house, New Hostel, Swimming pool, Director's Bungalow, tennis court, children park, nursery, gardens along the road from main gate to multistory buildings, electrical sub-station, pump house and other miscellaneous works prescribed from time to time. The nature of work will be Moving, cutting, cleaning of lawns, borders, shrubs as well as watering, manure preparing/dosing works etc. in garden area from time to time. Potted plants will be arranged for Seminars/conferences as and when required as per instructions from IGIDR officials.

Further, the contractor shall carry out following works in the campus:

- Red soil and manure to be stored before Monsoon, for potted plants and flowering plants.
- Sharpening of garden tools
- Development and cultivation New Flowers beds and seasonal flowers.
- Preparation of more flowering beds along roadside.

- Pruning of plants & trees.
- Repotting plants in nursery.
- Plantation of new plants & trees in monsoon.
- Sprinkler system maintenance time to time.
- Light pruning, cleaning, clearing wild grass, weeds around residential buildings, children Park, guest house, swimming pool, research blocks garden, Director's Bungalow etc.
- Tree painting, brick border/kerb stone painting.
- Dressing, Manure dosing, weeds-out in garden.
- The contractor shall depute two workmen for operation of Organic waste converter machine for preparation of manure from garden & canteen waste for at least 2-3 hours daily as per the requirement.

The Consultant shall advise for improvement and maintenance of the Gardens from time to time.

● **Materials and Articles:**

1. The Institute shall provide all necessary materials, items and articles required for maintaining and cleaning the residential premises in the campus and for satisfactory performance of obligations by the Contractor.
2. In the event of Contractor purchasing any materials and/or items with the sanction of the Institute, the amount shall be reimbursed by the Institute to the Contractor on production of necessary bill and satisfactory certification of the material received.
3. The Contractor shall be responsible for its use and has to maintain and upkeep the same in proper order.
4. In respect of raw materials, the Contractor shall maintain proper register and give account of the raw materials consumed by and the balance returned to the Institute.

Place :

Signature of Bidder with seal

Date :

SECTION 'G'

ARTICLES OF AGREEMENT

Agreement for Garden Maintenance Contract

This Agreement made and executed at Mumbai on this day ofTwo Thousand Twenty-Two (2022).

BETWEEN

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, a Society established by Reserve Bank of India and registered under the Societies Registration Act, 1860 and located at General Arun Kumar Vaidya Marg, Goregaon (E), Mumbai- 400065. herein after referred to as "IGIDR" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and the trustee or trustees for the time being, the survivor or survivors of them and assigns) of the One Part:

AND

M/s....., a sole proprietary concern ofand having office at hereinafter referred to as "**the contractor**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the heirs, successors, assignees, executors and administrators) on the Other Part.

WHEREAS IGIDR desirous of awarding the contract for maintenance of the gardens at its campus situated at Gen. A.K. Vaidya Marg, Santosh Nagar, Goregaon (East), Mumbai 400065, issued a Tender dated January 2022 ("the Tender") inviting bids for procuring certain as stated therein.

AND WHEREAS after having the studied the terms of the Tender and upon understanding the requirements of IGIDR, the Contractor has submitted his response vide his letter datedth February 2022.

AND WHEREAS considering the response of the Contractor, IGIDR has agreed to appoint the Contractor and the Contractor has agreed to undertake the contract for maintenance of the Gardens at IGIDR Campus situated at Gen. A. K. Vaidya Marg, Santosh Nagar, Goregaon (East), Mumbai 400 065, according to the terms and conditions herein.

Now therefore, this agreement witness as follows:

1. This contract will be valid for a period of one year from 1st April, 2022. However, it can be terminated at any time by either side giving one month's notice.

2. PAYMENT TERMS:

- 2.1 IGIDR will pay an aggregate sum of Rs. (Rupees only) per month to M/s. for this assignment. The amount is inclusive of Management fees and visits and Technical consultation charges.
- 2.2 The Contractor shall raise a detailed original invoice on IGIDR and IGIDR shall release the payment within (7) days of receipt of the duly completed invoice. IGIDR shall make applicable deductions or withholdings of taxes as prescribed under Income Tax Act, 1961 or other applicable laws out of the payments to the Contractor. TDS certificate shall be issued on a quarterly basis.

3. SCOPE OF THE CONTRACTOR'S WORK

- 3.1 The Contractor shall renovate and maintain the gardens on the IGIDR campus at Gen. A. K. Vaidya Marg, Santosh Nagar, Goregaon (East), Mumbai 400 065 in co-ordination with the IGIDR officials. The routine works shall be cleaning, levelling and dressing of green areas, clearing of wild grass, pruning of trees, etc. of all the green lawns, the area around office premises, multistorey buildings, residential quarters, guest house, new hostel, swimming pool, Director's Bungalow, tennis court, children park, nursery, gardens along the road from main gate to multistorey buildings, electrical sub-station, pump house and other miscellaneous works prescribed from time to time. The nature of work will be Moving, cutting, cleaning of lawns, borders, shrubs as well as watering, manure preparing/dosing works etc. in garden area from time to time. Potted plants will be arranged for Seminars/conferences as and when required as per instructions from IGIDR officials.
- 3.2 Further, the contractor shall carry out following works in the campus:
- i. Red soil and manure to be stored before Monsoon, for potted plants and flowering plants.
 - ii. Sharpening of garden tools
 - iii. Development and cultivation New Flowers beds and seasonal flowers.
 - iv. Preparation of more flowering beds along road side.
 - v. Pruning of plants & trees.
 - vi. Repotting plants in nursery.
 - vii. Plantation of new plants & trees in monsoon.
 - viii. Sprinkler system maintenance time to time.
 - ix. Light pruning, cleaning, clearing wild grass, weeds around residential buildings, Children Park, Guest house, Swimming pool, Research blocks garden, Director's Bungalow etc.
 - x. Tree painting, brick border/kerb stone painting.
 - xi. Dressing, Manure dosing, weeds-out in garden.

xii. The contractor shall depute two workmen for operation of Organic waste converter machine for preparation of manure from garden & canteen waste for at least 2-3 hours daily as per the requirement.

4. Contractor's Covenants:

- 4.1 The contractor will employ such number of unskilled workers as agreed to by the IGIDR for the satisfactory fulfilment of his contractual obligations. The workers shall have good character and be well behaved.
- 4.2 The Contractor shall furnish in writing the names, age, residential addresses, qualifications, specimen signature or thumb impression and photograph of all workers whom he proposes to employ for the purpose of this agreement before they are so employed and the IGIDR will be at liberty to forbid the employment of any person whom it may consider undesirable.
- 4.3 The Contractor shall maintain a proper record/register for daily activities at IGIDR.
- 4.4 The Contractor agrees that the workers engaged by him shall be under the general discipline of the authority and shall conform to such directions as may be issued by the IGIDR in respect of points of entry or routes of entry to and from the premises and in respect of the use of toilet and wash basin/rooms.
- 4.5 The Contractor will have to carry out the work as per the instructions issued by the IGIDR authorities from time to time and submit work schedule for their approval. In the event, any damage is caused to properties belonging to IGIDR or any other agency within the campus by the employees of the Contractor, appropriate amount shall be deducted from his bill.
- 4.6 It is specifically agreed that neither contractor nor any of the workmen engaged by the contractor, shall at any time claim any benefit of employment, lien on employment or permanency of employment with the IGIDR, by virtue of having worked as contractor and his workmen having worked as his contract workmen as per this agreement.
- 4.7 The Contractor shall ensure that the employment of workers by the Contractor either by contract labor or otherwise shall be in accordance with the provisions of the relevant labor laws, and the Contractor shall discharge its responsibilities as the employer as provided in the said labor laws. In particular but not limited to, the Contractor shall pay to the contract workmen, wages not below the minimum wages as announced by the appropriate Government as may be applicable to the different categories of workmen engaged by the Contractor. The Contractor shall also be responsible for granting the workmen statutory benefits as applicable to them under the provisions of the relevant labor laws including but not limited to Provident Fund, Gratuity, Maternity Leave, etc.

- 4.8 In case any of the workmen, engaged by the contractor, meets with fatal accident or injury arising out of or in the course of their employment, then the contractor shall be responsible for the payment of compensation as may be determined under the provisions of appropriate law.
- 4.9 The contractor shall maintain up to-date records required to be maintained under the provisions of the contract labour act, as well as any other act applicable to the contract workmen. The contractor shall also keep all such records in the premises of the IGIDR at Goregaon (East) and produce them, on demand, before any authorized officer of the IGIDR or any authorized Government Officer for inspection.
- 4.10 In case of default by the contractor in payment to any workmen and to any Government authority in breach of contract of employment or breach of any statutory provisions as applicable, the IGIDR shall be, at all times, entitled to recover the said amount from the contractor as debit payable by the contractor to the IGIDR and the contractor will be liable for the debt of such amount to the IGIDR.
- 4.11 The contractor shall be paid the wages of the workers as per the minimum wages as announced by the appropriate Government from time to time and including administrative/service & consultation charges per month on the monthly wage bill as consideration towards the satisfactory discharge of his contractual obligations under this contract. This Contractor's/employer's contribution towards the PF, ESIC as per the relevant Acts, cost of uniform (2 pairs every year), and Rainwear & Rain shoes (once in 2 years) to be used while on duty in the campus. In addition to the above, the contractor may take out necessary insurance cover at his cost, the premium amount of which will be reimbursed to the contractor as per the norms followed. In addition, the contractor shall be paid bonus as announced by the appropriate Government from time to time and payment towards leave encashment at actual.
- 4.12 The contractor shall transfer salary to the employee in their respective bank account and ensures that the employee/worker should be holding the saving bank account and the same should be recorded. He should attach ESIC, EPF Challan, Goods & Service Tax Challan and previous month's bank statement, indicating payment made to the laborers, with the bill. Also certificate showing details such as Name of employee, Bank Account No., ESIC No, PF No., Amount of salary paid, Amount of employee and employer contribution towards PF & ESIC. The Contractor shall maintain records of all such payments made by him and produce the same to the IGIDR on demand. The contractor may take out necessary cover for workmen compensation policy at his cost, the premium amount of which will be reimbursed to the contractor as per the norms followed and provide the necessary proof to IGIDR.
- 4.13 The contractor shall carry out the upkeep of the garden implements used during gardening activity as and when required. The cost of upkeep will be reimbursed to the contractor on production of necessary bill/payment vouchers and certification of the satisfactory work done.

- 4.14 The material required for maintenance of the garden will be provided to the Contractor by the Institute or the cost of such material purchased as per the sanction of the Institute will be reimbursed to the Contractor on production of necessary bill and satisfactory certification of the material received.
- 4.15 The Contractor shall be responsible to maintain the records of all payments made by him to the workers employed for the purpose of this Agreement whether towards salary or towards statutory payments including but not limited to provident fund, minimum wage, gratuity, maternity leave, etc.
- 4.16 The Contractor shall provide the copies of ESIC Challan, EPF Challan, GST Challan and previous month's bank statement, indicating payment made to the laborers with the monthly bill, to IGIDR.
- 4.17 The Contractor shall provide copies of the Certificates showing details such as Name of employee, Bank Account No., ESIC No, PF No., Amount of salary paid, Amount of employee and employer contribution towards PF & ESIC to IGIDR with the Contractor's monthly bill.
- 4.18 The Contractor shall furnish to IGIDR, upon the termination of this Agreement, a copy of the records maintained by the Contractor in respect of the payment of salary and statutory dues of the workmen employed for the purpose of fulfilling the scope of work under this Agreement shall be furnished to IGIDR upon the termination of this Agreement along with a certificate from the Contractor that the copies furnished are true and complete.

5. IGIDR COVENANTS AND RIGHTS:

IGIDR covenants with the Contractor as under:-

- 5.1 IGIDR shall provide all the materials and equipment's as per the requirements intimated by the Contractor in the course of work.
- 5.2 IGIDR shall pay the monthly fee mentioned at the clause titled "PAYMENT TERMS" within Seven (7) days upon the Contractor providing the monthly bill for the services rendered under this Agreement.
- 5.3 IGIDR shall ensure that there is a storage area assigned for the Contractor to safely store materials and equipment.
- 5.4 IGIDR shall have the right to forbid the employment of any person whom it may consider undesirable. The workers engaged by him shall be under the general discipline of the authority and shall conform to such directions as may be issued by IGIDR in respect of points of entry or routes of entry to and from the premises and in respect of the use of toilet and wash basin/rooms.
- 5.5 IGIDR shall have the right to inspect all of the records pertaining to the payments and compliance of the relevant labor laws as and when they desire. IGIDR shall also have the right to inspect the said records after the term of this Agreement for any reason whatsoever and the Contractor shall not deny the same.

5.6 IGIDR shall have the right to inspect all of the records pertaining to purchases and usage of material provided towards the rendering of services under this Agreement.

6. INDEMNITY:

6.1 The Contractor agrees to keep IGIDR indemnified against direct losses, damages, costs, expenses, penalties, payments and liability whatsoever including reasonable legal fees which IGIDR may suffer or incur directly as a result of rendering the Services to IGIDR under this Agreement.

6.2 The Contractor shall keep IGIDR indemnified in case any action is taken against IGIDR by any authorities on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If IGIDR is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, IGIDR shall have the right to deduct any money due to the Contractor. IGIDR shall also have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by IGIDR.

7. TERMINATION

7.1 It is agreed, without prejudice to any other remedy available to IGIDR, in case of default on the part of the Contractor in the performance of this Agreement or in the discharge of any contractual obligations arising out of this Agreement or if the Contractor commits substantial breach of his obligations and such breach is not corrected within 30 (thirty) days from the date of receipt of the notice specifying the breach, by the Contractor, IGIDR may terminate this Agreement by giving a 30 (thirty) days written notice of intended termination to the Contractor.

7.2 In the event of this Agreement being terminated, IGIDR shall be liable to make payments of the amount due under this Agreement up to the effective date of termination for which services (including parts thereof) have been rendered by the Contractor.

7.3 Notwithstanding anything contained herein above, IGIDR may terminate this Agreement at any time by giving one month's notice to the Contractor without assigning any reason thereof and without prejudice to the rights of IGIDR to recover any money becoming due and payable to IGIDR under this Agreement. The Contractor may terminate this Agreement at any time by giving two months' notice to IGIDR without assigning any reason thereof.

7.4 Forthwith on the expiry or earlier termination of this Agreement, the Contractor shall, return to IGIDR all materials and equipment, belonging to IGIDR with regard to this Agreement.

8. WAIVER

No forbearance, indulgence or relaxation's by any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Agreement shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Agreement.

9. ASSIGNMENT

The Contractor shall not assign or otherwise deal with all or any of his rights and obligations under this Agreement without the prior written consent of IGIDR.

10. SEVERABILITY

If any clause of this Agreement is found to be unenforceable under the applicable law, then that clause shall be deemed to be deleted as if it never formed part of the Agreement as long as such unenforceability subsists. However, the parties shall, to the maximum extent possible strive to achieve the commercial meaning of such deleted clause to the maximum extent possible under the applicable law.

11. AMENDMENT

This Agreement may be amended, modified or supplemented only by a written instrument duly executed by a duly authorized representative of each of the parties.

12. DISPUTE RESOLUTION

12.1 In the event of any dispute as to the subject matter of the present Agreement arises, the parties hereto shall submit to mediation before the Registrar of IGIDR. IN the event either party is dissatisfied with the decision of the Registrar, the dispute shall be resolved in accordance with clause 12.2 below.

12.2 In the event that the Contractor disagrees with the decision made by The Registrar, Indira Gandhi Institute of Development Research, Goregaon, the dispute shall be settled by Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any enactment thereof. The Arbitral Tribunal shall consist of a Sole Arbitrator to be appointed by IGIDR. The place of Arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Mumbai. The Arbitration Proceedings shall be conducted in the English language and any Award or

Awards shall be rendered in the English Language. The procedural law of the Arbitration shall be the Indian Law. The Award of the Arbitrator shall be final, conclusive and binding upon the Contractor and IGIDR.

13. GOVERNING LAW AND JURISDICTION

The law governing this Agreement shall be the laws of India, shall be limited to the Courts in Mumbai, irrespective of the place of the cause of action and rights and liabilities of the Parties hereto.

14. STAMP DUTY

The Parties agree that stamp duty payable on this Agreement shall be borne and paid by the Contractor alone.

In witness whereof the parties have hereto set and subscribed their respective hands and seals the day, month and year first above written.

Signed, sealed and delivered
for and on behalf of IGIDR.

for and on behalf of
M/s. K V ASSOCIATES K

Name _____

Name:

Designation _____

Designation:

Counter-signed by:
In the presence of witnesses:

1. _____

1. _____

2. _____

2. _____

ANNEXURE - A

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,
The Registrar
Indira Gandhi Institute of Development Research
Film City Road, Santosh Nagar,
Goregaon (East),
Mumbai – 400 065.

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For M/s _____

Authorized Signatory

Date:

**To be submitted on company/firm letterhead.*