

# Biju Patnaik University of Technology, Odisha Rourkela

No. BPUT/ CS&P/28/19/3810

Dated 29.07.2019

## TENDER DOCUMENT FOR MAINTENANCE OF LAWNS, GARDENS, CAMPUS, STREETS OF BPUT, ROURKELA

### 1.0 General Information

Sealed tenders are invited from reputed & experienced Firms/Agencies/Contractors for maintenance of lawns, gardens, campus and streets of BPUT, Chhend, Rourkela as per the following terms and conditions.

The total work is divided into following areas as given hereunder:

- (a) Development and maintenance of Gardens & Lawns in front of BPUT main building & Vice Chancellor's Bungalow, Biju Patnaik Health & Yoga Park, CAPGS Building, Central Library Building, Hostel complex, Guest House, Canteen, Multi Activity Centre etc.
- (b) Bush cutting and maintenance of Green areas of entire campus.

The interested bidders may visit the location on any working day between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.

### 2.0 Tender Schedule

SI	Event	Date & Time
1.	Tender Issuance (website & newspaper)	29.07.2019
2.	Pre Bid Meeting Date and Time	14.08.2019 at 11.30 AM
3.	Last dat of Bid receipt at BPUT, Chhend, Rourkela (Speed Post only) Date & Time	28.08.2019 by 5.00 PM
4.	Technical Bid Opening Date and Time	05.09.2019 at 11.30 AM
5.	Financial Bid Opening Date and Time	07.09.2019 at 11.30 AM

### 3.0 SCOPE OF WORK

#### (a) Garden and Lawn & Building

- (i) Development & Maintenance of existing lawns & gardens, watering, weeding & cutting of bushes by engaging adequate number of trained personnel throughout the year.
- (ii) General sweeping of the gardens / lawn including removal of plastic /papers/leaves etc. on daily basis throughout the year and disposing of the same properly
- (iii) Plantation of seasonal flowers, ornamental plants, Cacti, Replacement of plants and grass in the lawns. This includes engagement of qualified and experienced gardeners & and procurement of fresh replacement materials at its own cost.
- (iv) Regular trimming of grass in lawns using Lawn Movers, replacement/development of hedges and grass in the lawns etc. by engaging adequate number of skilled personnel.

Date :

Authorised Signature of Bidder  
(With Seal)

- (v) Application of manure, soil, sand as required at least once in a year and application of fertilizers, fungicides and medicines from time to time as required with due precautionary measure.

**(b) Green Areas of entire campus including Road**

1. Cleaning, weeding & cutting of bushes for the entire campus area. This includes engagement of adequate numbers of labours & machinery per day throughout the year for 365 days without disruption.
2. Trimming of branches of trees, removal of plants growing on rooftop/wall of buildings i.e hostels, guesthouse, quarters, Vice Chancellor bungalow, Canteen, PG Centre, Multi Activity Centre, Administrative Building, Library building, Canteen building etc.
3. Regular cleaning/ sweeping of all road and road side including main gate & rear gate. Cleaning of open drains of entire campus areas.
4. Removal of Plastic / papers / leaves etc. from all the campus streets and main roads.
5. Continuous manual leveling and de-stoning of land on both sides of roads. Continuous rough leveling and rough de-stoning of land away from road within plantation area so that a jungle bar type of weed cutter can be used.
6. The frequency of cutting and weeding shall depend on the season; but at no point of time the area should give an impression of being unattended.
7. Protection of plants against possible fire (Dead and dry leaves must be swept early and disposed).
8. Removal of wastage & disposals from Residential areas.
9. Grass cutting upto 5 ft each on both side of all the roads in the campus.

**4.0. OPERATIVE TERMS AND CONDITIONS**

- 4.1 Adequate personnel as necessary for effective execution of the job must be deployed by the firm/agency for seven days a week throughout the year. The Agency/Firm will maintain the agreed deployment of well-trained gardeners and labourers throughout the year.
- 4.2 Electric and Hand Lawn mowers are recommended for use and the Firm/ Agency/ Contractor shall supply and maintain them at his own cost and the University shall have no financial liability for the same.
- 4.3 Jungle bars and/or any other useful equipment shall be supplied by the Firm/ Agency/ Contractor at its own cost. The Firm/ Agency shall be custodian of all such equipments/ machinery.
- 4.4 Electricity may be supplied free of cost by the University for use of above equipment wherever possible. Typical distance of cord for lawn mowers shall be up to 150m.
- 4.5 Water required for the job will be provided by BPUT, Rourkela at designated points. The contractor shall arrange pumping, supply and distribution etc. up to and within the required work-site.

Date :

Authorised Signature of Bidder  
(With Seal)

- 4.6 The Agency shall assure that in the event of shortage of personnel on duty, the routine maintenance work shall be executed effectively by engaging substitute personnel or assigning overtime duties to other employees at his own cost and expenses.
- 4.7 The Agency shall ensure that all personnel are imparted proper training at regular intervals and should not have criminal background.
- 4.8 Names and other personal details of the employees engaged by the Agency under this contract has to be submitted to the Registrar for record of the University.
- 4.9 The Agency shall designate its representatives stationed at the University, who would act as a liaison officer between the agency and the University.

#### **5.0 DEFICIENCY IN SERVICE**

The University authorities shall inspect the University area from time to time to assess the performance of the Contractor. If any deficiency in service is observed, the inspecting personnel may assess the value of the deficiency and recommend appropriate financial penalty in the monthly bill. Such penalty will be twice the value of the deficiency to account for the administrative cost and hardship to the users. The penalty shall also be for poor performance by contractor's personnel and of poor supervision. In case of dispute in assessment, the decision of the Vice Chancellor, BPUT, Rourkela shall be final and binding.

#### **6.0 STATUTORY OBLIGATION**

The Firm/Agency/Contractor shall render quality services to the University as per the terms and conditions of the contract. The agency/firm shall be solely responsible for payment of wages including other benefits like E.P.F. & E.S.I etc. as per Government norms to the manpower engaged under this contract at his own cost. Upon termination of contract, no physical or moral pressure shall be made on the University on the ground of "person displaced from job". The firm shall be responsible for all the statutory provisions.

#### **7.0 SAFETY PROVISION**

The Firm/ Agency/ Contractor shall be responsible for maintaining the safety of all activities on the site in respect of all the personnel employed in the work. Firm/ Agency/ Contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. Under no circumstances, the University will be responsible for any such occurrence or any matter arising out of it.

#### **8.0 DAMAGES**

The Firm/ Agency/ Contractor shall pay the cost of damages to the BPUT in case of failure to execute the service properly. The amount of damages shall be deducted from payments due to the Firm/ Agency/ Contractor.

#### **9.0 PAYMENT**

- 9.1 The Firm/ Agency/ Contractor shall submit monthly detailed statement of wages paid to the labourers including copy of the E.P.F/ E.S.I deduction of previous month in the name of Registrar, BPUT, Rourkela before the release of monthly dues.

Date :

Authorised Signature of Bidder  
(With Seal)

- 9.2 All payments to staff to be engaged by the Firm/ Agency/ Contractor under the contract are to be transacted through Bank only and the copy of the same (along with duly signed certificate & attendance sheet) must be attached with the monthly bill. The names and other personal details of the personnel to be employed by the Firm/ Agency/ Contractor under the contract have to be submitted prior to execution of work.

## **10.0 MODE OF SELECTION**

A committee constituted by the University will examine all the proposals on the basis of

- a) Credentials of the Contractor/ Agency/ Firm and the key personnel.
- b) Past experience in similar business and satisfactory performance report for the previously executed work elsewhere
- c) The quality of service
- d) Methodology to be adopted for maintenance works.

- 10.1 The contractors will be short-listed on the basis of sound knowledge and proven experience in the field related to maintenance of lawns and gardens. It is the responsibility of the bidder to convince the University committee that the University plants (which are live objects) are safe in their hands and will be properly looked after.
- 10.2 The technical bid shall have 100 marks. The bidders securing 50% of the total marks assigned to technical bid shall be declared qualified in the technical evaluation. Marks assigned to bidders by the appropriate committee and approved by authority of the University shall not be questioned by any bidder.
- 10.3 The bidders who qualify in the technical evaluation stage shall only be called for opening of financial bids. The University committee shall open the financial bid on the approved date & time or else intimate the bidders, the time/ venue for the financial bid opening in written communication/over telephone/e-mail communication.
- 10.4 The Financial Bids of all qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 10.5 Photocopy of all relevant documents as mentioned has to be submitted along with the proposal, failing which the same is liable to be rejected.

## **11.0 COMMERCIAL TERMS AND CONDITIONS**

- 11.1 The successful bidder/firms shall deposit the Bank Draft of an equal to one month's contract value from a nationalized bank in favor of Biju Patnaik University of Technology payable at Rourkela. The security deposit without any interest shall be released within one month after realization of the University dues, if there would be any on termination of the contract. If the firm fails to operate as per agreed terms and conditions of the contract the security deposit shall be forfeited.
- 11.2 If the Firm/Agency/Contractors fail to initiate the job within specified time given by the University, the EMD shall be forfeited and the next eligible Firm/Agency shall be offered the job.
- 11.3 The agency shall submit a monthly claim (the mutually agreed rate as per the contract) to the University through the designated officer of the University, who shall endorse a certificate on the bill for the services rendered by it during that month. The payment of

Date :

Authorised Signature of Bidder  
(With Seal)

the certified monthly bill shall normally be made within fifteen days from the date of receipt of the bill.

## **12.0 CONTRACT VALIDITY**

12.1 The contract shall be for a initial period of one year from the date of award of contract subject to continuous satisfactory performance. The contract can be extended two more years after annual assessment of the performance every year by the University.

12.2 The contract can be terminated under any one of the following circumstances.

- (a) By giving one month's notice by the University, anytime without assigning a reason, if in the opinion of the authorities such termination is in the interest of the University. This termination will not be challenged by the Firm/ Agency/ Contractor.
- (b) The Firm/ Agency/ Contractor not performing its duties properly as per the agreed terms and conditions of the contract. The University shall decide whether the performance of the contractor meets specification or is deficient and to what degree. In such a case the notice period shall be one week without any compensation.
- (c) For committing breach of the terms & conditions of the contract or assigning the contract or any part thereof by the Agency to any third party or subletting whole or part of the contract or the premises to any third party. The notice period shall be one week without any compensation.
- (d) The Firm/ Agency/ Contractor being declared as insolvent by the court of law. The notice period shall be one week without any compensation.
- (e) For indulging in any grossly unsafe practice, stealing or willfully damaging University property or engaging in any illegal activity, the contract may be terminated on immediate notice. Decision of the Vice Chancellor BPUT, Rourkela in this matter shall be final and binding.

## **13.0 OTHER TERMS & CONDITIONS**

13.1 The Firm/Agency must have E.P.F registration No. and a valid labour license under contract Labour Act,1970.

13.2 The Firm/Agency shall abide by all statutory and regulatory Acts of both State and Central Government.

13.3 The Firm/Agency shall comply the regulatory clauses of labour Act and shall not engage any minor under this contract.

13.4 The University shall in no way be liable for any such incident. The University shall have no responsibility towards payment of wages, social security, medical care, safety or any benefit to the personnel engaged by the Agency/ Firm. Any unpleasant incident occurring during the contract period is the sole responsibility of the Firm and the University shall in no way be liable for any such incident. All safety measures must be taken care, in order to avoid any accident, fire and other safety hazards by the Firm.

13.5 If there is any damage to the University property or any other financial burden on the University because of willful or negligent action by the Firm/ Agency or its personnel, the

Date :

Authorised Signature of Bidder  
(With Seal)

University shall be entitled to recover the same by means of compensation from the Firm/ Agency.

- 13.6 The Registrar of the University is the authorized officer, who will represent the University in all dealings with the Firm/ Agency.
- 13.7 The staff engaged by the Agency shall draw their remuneration from their Agency and will not claim any employment benefit from the University at any point of time. The agency shall also be responsible for the statutory obligations of such personnel and shall indemnify the University in the matter.
- 13.8 The initial cost of the contract price shall remain valid for one year. Any mid-year increase in expenditure because of enhancement of minimum wage by the State Government, cost of goods and services in the market or tax rates (except service tax) will be absorbed by the contractor without affecting the service provided.
- 13.9 The University will pay at minimum rates of wages fixed by the Government of Odisha to the personnel employed. **Administrative/ Supervision charges shall be fixed during the tenure.** No arrears to be paid in case of delayed implementation. At any point of time the allotted personnel (attendance monitoring will be done) must be present in the campus failing which penalty at the rate of 1.5 times of a day's wage of the no. of shortfall staff(s) will be deducted.
- 13.10 The University may introduce biometric attendance for the personnel. Smoking, tobacco chewing & spitting, alcohol, drugs etc. are strictly prohibited inside the campus area. Any personnel found with this act or with improper/indecent behavior shall be removed by the Firm and the University shall not be responsible for any situation arising out of that.
- 13.11 During an assignment, if substitution is necessary due to ill health of a staff member of the Firm proves to be unsuitable, or the member is no longer working with the firm, the firm shall immediately engage other staff of at least with the same level of qualifications with the consent from the competent authority of the University without affecting the work schedule.
- 13.12 During the notice period for termination of contract in any of the situations contemplated above, the contractor shall keep discharging his duties as before till the expiry of notice period. It shall be the duty of the Contractor to remove all the persons and / or resources deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/ hindrance/ problem of any nature to BPUT, Rourkela or the Government of Odisha.

#### **14.0 JURISDICTION AND RIGHT TO AMEND RULES:**

- 14.1 The University reserves the right to amend rules whenever and wherever considered necessary and appropriate. The same shall be intimated to the contractor in due course.
- 14.2 The University rules shall be binding for execution of the contract. Further, in case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter, the Vice Chancellor, BPUT, Rourkela is the sole arbitrator to decide the same and his decision is final and binding on both the parties as per the provisions of the Arbitration and Conciliation Act 1996. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the High Court of Orissa only.

#### **15.0 GENERAL INFORMATION TO BIDDERS:**

+

Date :

Authorised Signature of Bidder  
(With Seal)

- 15.1 This Invitation for Bids is open to the agencies having adequate experience in garden maintenance works for a period of minimum two years of a significant value, executed with Central / State Govt. Departments / Autonomous Bodies / Institutes of Repute.
- 15.2 The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding document. Failure to furnish information required according to the bidding document or submission of a bid not in accordance to the bidding document in every respect will result in rejection of the bid.
- 15.3 Interested bidders can visit the site in our campus on any working day. In case of any further clarification, the bidders may contact Director In-charge (EDMU) & Registrar of BPUT, Rourkela.
- 15.4 The bids must be submitted in three separate sealed envelopes as listed below all kept in one sealed big envelope. The Bids shall be received at BPUT, Chhend, Rourkela by Speed Post only. No other mode of receipt shall be entertained.
- a) Technical Bid
  - b) Financial Bid
  - c) EMD
- 15.5 The Financial bid must be submitted with seal & signature of the bidder. The financial bid shall be opened only for those bidders, who qualify the technical bid.
- 15.6 The Tender Paper Cost of Rs. 500/- (Rupees Five hundred) to be submitted in the shape of demand draft in favor of “ Biju Patnaik University of Technology”, payable at any nationalized bank at Rourkela.
- 15.7 EMD of Rs.20,000/- (Rupees Twenty thousand only) in the shape of crossed demand draft in favor of “ Biju Patnaik University of Technology”, payable at SBI, Udit Nagar, Rourkela must be deposited along with the bid document separately in a sealed envelope. The EMD draft will be refunded to unsuccessful bidders within a month of finalization of tender.
- 15.8 The bidders are required to apply in a sealed envelope, addressed to the Registrar BPUT, Rourkela super scribing “**TENDER FOR MAINTENANCE OF LAWNS, GARDENS, CAMPUS AND STREETS OF BPUT, ROURKELA.**”
- 15.9 All relevant information and documents must be furnished along with the proposals in the prescribed format.

**REGISTRAR**

Date :

Authorised Signature of Bidder  
(With Seal)

**FORM NO. T-1**

(To be furnished in letter head of the firm)

**TENDER FOR MAINTENANCE OF LAWNS, GARDENS, CAMPUS AND STREET OF BPUT, ROURKELA**

1.	Name of the Contractor/ Firm/Agency	:	
2.	Name of the Proprietor /Partner(s)	:	
3.	Full Postal Address	:	
4.	Other Business of the Firm	:	
5.	Office/Residence Phone No./ Mobile No	:	
6.	Office Fax No. If any	:	
7.	Name(s) of the Proprietor/Partners	:	
8.	PAN No.	:	
9.	E.P.F & ESI Registration No.	:	
10.	Service Tax Registration No	:	
11.	Labour License No.	:	
12.	Volume of Business in the Financial year 2016-17, 2017-18 & 2018-19 (use separate sheet)	:	
13.	Past experience in similar business (use separate sheet)	:	
14.	Tender Paper Cost Particular	:	
14.	EMD Particular	:	
15.	Number and qualification of personnel the firm proposes to be used (use separate sheet)	:	
16.	Machinery and methods used in executing the job (use separate sheet)	:	

Date :  
Place

**Signature of the Proprietor/ Partner  
(seal)**

Date :

Authorised Signature of Bidder  
(With Seal)



**FORM NO. T-2**

(To be furnished in letter head of the firm)

**FINANCIAL CAPACITY OF BIDDER**

<b>Sl. No</b>	<b>Period (Last 3 FYs)</b>	<b>Financial Turnover from the similar service in INR</b>	<b>Average Turnover from the similar service in INR</b>
<b>1</b>	2016-17		
<b>2</b>	2017-18		
<b>3</b>	2018-19		

**Signature of the Proprietor/ Partner  
(seal)**

Date :

Authorised Signature of Bidder  
(With Seal)

**FORM NO. T-3**

(To be furnished in letter head of the firm)

**PAST EXPERIENCE OF THE BIDDER**

**Name of Bidder**

Details of the similar assignments undertaken / completed during the five years:

Sl	Name of the project	Name of Client with address and contact numbers	Date of Award of Contract	Date of completion of assignment (for both completed and ongoing projects)	Period of Service	Contract Value (in INR)	Description of work/job

***N.B. : Copies of the Work Orders / Completion Certificates from the respective authorities needs to be furnished by the Bidder along with the technical proposal as proof of evidence.***

**Signature of the Proprietor/ Partner  
(seal)**

Date :

Authorised Signature of Bidder  
(With Seal)

**FORM NO. T-4**

**NUMBER AND QUALIFICATION OF PERSONNEL THE FIRM PROPOSES TO BE USED**

SI	Name of the personnel	Type of worker (Skilled/ unskilled/ semi skilled)	Qualification	Mobile No.

**Signature of the Proprietor/ Partner  
(seal)**

Date :

Authorised Signature of Bidder  
(With Seal)

**FORM NO. T-5**

**MACHINERY AND METHODS USED IN EXECUTING THE JOB**

Sl	Name of the work	Type of Machine	Method

**Signature of the Proprietor/ Partner  
(seal)**

Date :

**Authorised Signature of Bidder  
(With Seal)**

**FORM NO. F-1**

(To be furnished in letter head of the firm)

**TENDER FOR MAINTENANCE OF LAWNS, GARDENS, CAMPUS, STREETS OF BPUT, ROURKELA**

**FINANCIAL BID**

1. Name of the firm with address :
2. Price to be quoted (separate for each area):

<b>Type of Work</b>	<b>Description</b>	<b>Quoted Price</b>
Maintenance of Lawn & Garden	Minimum wage per Gardening Staff (Unskilled agricultural worker)	Rs.
	Total cost per worker (including ESI& EPF)	Rs.
	ESI (University cost)	Rs.
	EPF (University cost)	Rs.
	Total Cost	
	Admn. charges (Including supervision & consumable charges)	Rs.
	Total quoted price	Rs.
	GST	Rs.
	Grand Total per month	Rs.
	No of worker to be engaged	
	Grand total Expenditure per month	Rs.
Green Areas of entire campus including Road	Minimum wage per Staff (Unskilled agricultural worker)	Rs.
	Total cost per worker (including ESI& EPF)	Rs.
	ESI (University cost)	Rs.
	EPF (University cost)	Rs.
	Total Cost	Rs.
	Admn. charges (Including supervision & consumable charges)	Rs.
	Total quoted price	Rs.
	GST	Rs.
	Grand Total per month	Rs.
	No of worker to be engaged	
	Grand total Expenditure per month	Rs.

Note:

1. Number of Workers to be employed for maintenance of lawn/ garden (Maximum upto 8 workers) and Green area of campus (Maximum upto 10 workers) respectively.
2. The quoted price in the price schedule shall be inclusive of all taxes/ duties, cess, or any other applicable taxes/levies as may be levied by the Govt. from time to time.
3. The University shall have the liberty to drop any of the work components mentioned above and the selection shall be done accordingly. The qualifying firm must agree to the decision of the University, failing which the EMD shall be forfeited.

Place  
Date

Signature of the Bidder with seal

Date :

Authorised Signature of Bidder  
(With Seal)