ODIA UNIVERSITY
Satyabadi, Puri, Odisha 752014
Website: www.odiauniversity.ac.in

No. 117 Date: 05.02.2025

TENDER CALL NOTICE

Sealed tenders are invited under two bid systems from the registered and experienced service providers to provide Services of Gardening and Lawn maintenance on outsourcing basis initially for a period of one year with effect from the date of award of contract. The detailed information for outsourcing the services of aforesaid services has been given in the Tender Document, which may be downloaded from the website **www.odiauniversity.ac.in** . The last date and time of submission Tender documents is dated 24.02.2025 **up to 4:00 PM** and the same will be opened on dt.25.02.2025 **at 11:30 AM.** The sealed tender will be received by **Speed post / Regd. post** /dropped in the tender box kept in university office. The authority will not be held responsible for any postal delay. Tender received after the schedule date and time will not be entertained.

The authority reserves the right to accept / reject any or all tenders without assigning any reason thereof.

Registrar

Memo No. 118 Date: 05.02.2025

1. Copy forwarded to the members of Tender committee for information and necessary action.
2. Copy forwarded to Website for information and necessary action.
3. Copy submitted to the Vice-Chancellor, Odia University, Satyabadi for information.

Registrar
Odia University,Satyabadi

BID DOCUMENT FOR OUTSOURCING
OF
GARDENING AND LAWN MAINTENANCE SERVICES FOR

ODIA UNIVERSITY
Satyabadi, Kanjia, Fulaalasa, Odisha 752014
Website: www.odiauniversity.ac.in

INVITATION FOR BIDS

Odia University, Satyabadi, Puri invites sealed tender under two bid systems i.e. Technical and Financial Bid from registered Service Providing Firms / Agencies to provide Gardening and Lawn Maintenance Services for a period of one year to **Odia University, Satyabadi, Puri – 752014** as per the schedule given below. Interested eligible bidders may download bid documents for detail information and list of items with technical specifications from **the website www.odiauniversity.ac.in**

Particulars & Important Information:

(a) Cost of Bids documents (non-refundable)	**:Rs.1000/-**
(b) Earnest Money Deposit (Refundable)	**: Rs.25,000/-**
(c) Starting date of submission of Bids	**: 07.02.2025**
(d) Performance Security @5% of bid value	**: To be deposited by successful bidder before issue of work order.**
(e) Last date and time for submission of Sealed Bids	**: 24/02/2025**
(f) Time and date of opening of Technical bid	**: 25/02/2025 at 11:30 AM**
(g) Time and date of opening of financial bid	**: 25/02/2025 at 3:00 PM**
(h) Place of opening of bid	**: Office of the Registrar Odia University, Satyabadi, Puri - 752014**

The sealed tender will be received by Speed post / Regd. post /dropped in the tender box kept in university office. The Bid document should reach the Office of the undersigned within the scheduled date & time otherwise it will be treated as non-responsive and such Bid shall not be opened for consideration by the tender opening Committee.

Registrar

CONTENTS OF TENDER DOCUMENT

From registered Service Providing Firms / Agencies

Sl.No	Description of contents
A.	Scope of work and general instructions for service bidders
B.	Technical requirements specifications for the gardening and lawn maintenance service provider.
C.	Application – Technical bid
D.	Application – Financial bid
E.	Terms and Conditions
F.	Chronological order for arrangement of documents
G.	Documents to be submitted by the successful service provider before deployment of services

Annexure-I Bidder's covering letter

Annexure- II Certificate of declaration regarding blacklisting

Annexure-III Letter of authorization for attending bid opening

Signature of the Bidder

A. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

A-I Scope of the work

1. The purpose of gardening and landscaping work is that the whole Campus premise must look rich with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience of work-environment and at the same time makes the Campus premises environmentally friendly and to make a good impression on the visitors and public who visit here for various purposes. The service provider has to undertake all such jobs/activities required to maintain the Campus premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not in order to make Odia University a heritage University. The areas to be covered are
   A. from main entrance up to administrative building and surrounding areas.
   B. The Radhakunda (Pond) and its surrounding areas, in front of the library and circular pathways.
   C. The areas surrounding Learning Centers, Cafeteria, Boys, Girls and Scholar Hostels (Front & backside).
   D. Areas surrounding back entrance, pump house, STP and backside of learning centers.
2. Uprooting of weeds in Lawn at regular interval Trimming of Lawn grass with lawn mower.
3. Sweeping and removal of leaf litters in the office garden to ensure proper Gardening work in campus without causing any damage.
4. Gardeners shall be deployed having qualifications and experiences in the relevant field to look after the maintenance of all the trees, plants, shrubs, hedges and lawn as are existing on the date of start of contract and any other lawn/park/plants developed thereafter. Supplying, maintaining, watering, manuring, cleaning periodically all the lawns available at university campus, and periodical manuring and application of manure, pesticides wherever and whenever required.
5. Supplying, maintaining, watering, and cleaning of ornamental plants available in university campus.
6. The cleaning of campus by removing unwanted vegetation, bushes, shrubs, periodically.
7. To plant trees, shrubs, etc. by excavation/digging as and when required in the interest of the beautiful maintenance of the ambience/park/lawn of the University.
8. In addition to the existing plants and trees, you may propose for additional requirement of plants, different sizes of pot and other material etc. like fiber pots foliage plants, red soil, manure, flower plants to improve the landscaping view.
9. Arranging potted plants inside the building as and when necessary, displaying them as per directions and taking back the plants to the garden after the event.

10. The watering to the trees, plants & lawns should be done at least one time a day or as may be required for which water will be supplied by the University. Wastage of water shall be totally avoided. Wastage of water if found, penalty will be imposed to the service provider and the cost as decided by university will be recovered from the next bill.
11. The required quantity of manures and insecticide/pesticides, fungicides, etc provided by for a good and healthy plant should be provided by the service provider. Further it is the responsibility of the contractor to replace the dead plants, if any, and also see the adequate seasonal flowering plants are maintained to have pleasant look of floors area.
12. Service provider should provide all the material required for day to day garden operation like lawn mower, brush cutter, bamboo broom, sprayer for pesticide/insecticide, sutli, Khurpees, garden trowels / spades, wooden handle of spades, grass swords garden knife, pruning scissors, 1.5" PVC hose pipes, etc. to maintain the garden neat and clean and in presentable condition. It should be ensured by the service provider that the required tools are always available at site in good working condition to carry out the job.
13. To bring to the notice of University about any suspicious activity noticed during discharge of duties by Service provider.
14. University will not be responsible to provide any residential accommodation to Horticulture personal deployed by the Service provider.
15. The service provider shall cover its personnel for personal accident and death whilst performing the duty and The University shall own no liability and obligation in this regard.
16. The assets and articles provided by University shall be the property of University and the agency shall be merely custodians of such assets and articles. On completion / termination of the contract, any such property shall be handed over to University in good and intact condition.
17. The jobs are to be executed as per the instruction of the staff-in-charge designated for the concerned work.
18. Any other services on need basis as and when required by the authority concerned.

A-II General Instructions

1. **Registrar, Odia University, Satyabadi – 752014** (herein after called **"Authority"**) requires the services of reputed, registered, well established and financially sound Service Provider having experience in providing Gardening and Lawn maintenance work (herein after called **"Service Provider"**) to undertake gardening and lawn maintenance services on turnkey basis initially for a period of one-year w.e.f. the date of effectiveness of the agreement on award of contract basis for day to day official work..
2. The contract for above gardening and lawn maintenance services will be effect from the date of award of contract and execution of agreement thereof. The period of the contract may be further extended provided the requirement of University for these services persists at that time or may be curtailed/ terminated before due date owing to deficiency in service or substandard quality of services by the selected Service Provider or because of change in the requirements of University. **The authority of University, however, reserves right to terminate this initial contract at any time after giving 30days notice to the selected Service Provider.**

3. **Submission of Bids Documents**: The bids are invited under two bid system
   i. e. (i) Technical Bid & (ii) Financial Bid.

   The interested agencies are advised to submit two separate sealed envelopes super scribing **"Technical Bid for Providing Gardening and Lawn Maintenance Services"** and **"Financial Bid for Providing Gardening and Lawn Maintenance Services".** Both the sealed envelopes should be kept in a third sealed envelope super scribing **"Bids for providing Gardening and Lawn Maintenance Services" addressed to the Registrar, Odia University, Satyabadi, Puri, Odisha**

   The cost of the bid documents of Rs.1000.00 (non-refundable) and an EMD of Rs25,000/- (Rupees Twenty five thousand)only should be submitted in form of Demand Draft drawn in any Nationalized Bank in the favor of the **Registrar, Odia University, Satyabadi along with the technical bid**. Bids not accompanied with cost of bid documents and earnest money of the requisite amount or without proper validity will be rejected summarily.

4. The **Service** Providers are required to enclose photocopies of the following documents duly attested by Gazette Officers of the State Governments/Central Government/ self along with the Technical Bid, **failing which their bids shall be summarily rejected and will not be considered under any circumstances.**

5. The **following** documents are to be submitted with the technical bid as detailed below.

1	Application (Technical Bid)
2	Xerox copy of paper advertisement by Odia university,Satyabadi
3	EMD of Rs.25,000/- / vide DD No..... Dated .....
4	Tender Document cost Rs.**1,000/-** /vide DD No.....Dated

5	Attested copy of registration of the Company with the relevant authorities as per company act.
6	Attested Copy of the Labour License/ Registration under the Contract labor (Regulation & Control) Act,1970
7	Copy of the Audited Balance Sheet and P & L Account for the last three consecutive financial years i.e., 2021-22 & 2022-23, 2023-24 certified by the charted Accountant
8	Certified copy of the statement of bank account of agency for the last three years i.e 2021-22 & 2022-23, 2023-24 .
9	Attested copy of the latest IT return filed by agency; for last three financial years i.e. 2021-22 & 2022-23, 2023-24 .
10	Attested copy of the E,P.F. registration letter/ certificate.
11	Attested copy of the E.S.I registration letter/ certificate
12	Attested copy of the PAN Card.
13	Attested copy of SGST/IGST/CGST registration certificate.
14	The documents in support of the Financial turnover of the agency for last three financial year i.e. 2021-22 & 2022-23, 2023-24 (the turn over should have minimum 50 lakhs for each individual year) duly certified by Charted Accountant
15	The Service Provider should have executed minimum 3 Nos of such contracts of Gardening and Lawn Maintenance services to Government Department / PSUs in Odisha during the preceding three years period2021-22 & 2022-23, 2023-24.
16	An affidavit to the effect that no criminal case is pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider has not been blacklisted anywhere.
17	Valid registration certificate duly certified by District labour officer, for carrying on business of commercial purpose.
18	The terms and conditions in the tender Document duly signed (each page) and the tender document sealed by the authorized signatory of the agency in token of their acceptance.

Any conditional bids shall not be considered and will be out rightly rejected in very first instance.

6. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting/pasting is permitted in the Financial Bid Form. In such cases, the tender shall be rejected summarily.** However, the cuttings, if any, in the Technical Bid Application must be initiated by the person authorized to sign the tender bids.

8. The Technical bids would first be taken into consideration by a Committee/authority. The Technical bids shall be opened on the scheduled date and time (as mentioned in tender documents) in presence of the Tenderer/his representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one authorized person for each bidder shall be allowed to be present at the time of opening the tender subject to submission of authorization letter in the format given in bid document.

9. The Financial Bid of only technically qualified bidders will be opened. The Financial bids shall be opened in the presence of the Tenderer/ their authorized representatives, who wish to be present on the spot at that time. The lowest bidder (L1) in the financial bid would be considered. In case the lowest bidder (L1) is disqualified after selection, for any reason then the second lowest (L2) bidder would be considered by the Tender Committee.

10. The authority reserves the right to reject any or all tenders without assigning any reason thereof.

11. The gardening and lawn area in the university campus:

Sl. No.	Name of Block/ building	Area (Approx) in sq Mt	Total Area (Approx) in sq Mt (A)
A.	Total Lawn Gardening Road and Peripheral areas	7,000	7,000 out of total campus area 9 acres approx.

B. TECHNICAL REQUIREMENTS FOR THE GARDENING AND LAWN MAINTENANCE SERVICE PROVIDER.

The Tendering Service Provider should fulfill the following minimum technical requirements.

1. The Bidder shall necessarily be a legally valid entity either in the form of a sole proprietorship, partnership or a private limited company registered under Indian Companies Act.

   The bidder shall furnish attested copy of documents regarding registration of the Company under Companies Act 1956.

2. The Service provider should have valid Labour License/ Registration under the Contract labor (Regulation & Control) Act, 1970. Attested Copy of the same should be furnished.

3. They should have their own Bank Account.

   The bidder should be a profit making organization in the preceding three financial years. (2021-22 & 2022-23, 2023-24).

   Documents showing "Profit Before Tax "&" Profit After Tax "for last 3 years (2021-22 & 2022-23, 2023-24).should be certified by a Charted Accountant.

   Copy of the Audited Balance Sheet and P & L Account for the last three consecutive financial years duly certified by the charted Accountant should be furnished.

4. The service provider would submit the bill in the first week of next month as per work order. The service provider should following all govt. guideline while making payment to their manpower engaged.

5. The university shall not supply the materials / consumables required for gardening and lawn maintenance, but the service provider must provide these materials. The charge per square meter would be charged accordingly (see Financial bid form). In Financial bid, the service provider must quote as per square meter (i) with materials / consumables with machines/equipment's including deployed man-power including deployed man-power required for gardening and lawn maintenance services. The consumables to be used for gardening and lawn maintenance will be determined as per the instruction of the Authorities.

6. The authority shall not be responsible for payment/deduction in of any statutory dues like EPF,ESI etc. for the deployed man-power. The bidder has sole authority and responsibility for payment/deposit of all statutory dues as applicable to the concerned authorities.

7. The authority shall not responsible for any accidental health issues of the deployed man-power for these services. The bidder has to take care of all accidental health issues, if any.

8. The bidder shall maintain/repair the equipment/ machineries engaged for these services. The running cost of these equipment/ machineries shall be borne by the bidder.

9. The bill must not exclude charges during holidays like Sunday, Govt. holidays or vacation as declared by the institution from time to time. In case it is required for Gardening and Lawn Maintenance during holidays the service provider, is required to get permission from authority.

10. The personnel to be deployed for gardening and lawn maintenance services should be well experienced, trained adequately for such nature of work and of sound health. They should be disciplined and well mannered. They should be provided with uniforms and identity cards by the service provider so that they will be identified from others easily, while working among staffs and teachers.

11. **The Manpower personnel should be of minimum 21 years of age and not exceeding 50 years of age.**

12. The personnel to be deployed for different category of services must have adequate experience in gardening and lawn maintenance work. The suitability of manpower shall be examined by the authority prior to be deployment by the Service Provider.

C. **TECHNICAL BID**

The Technical Bid shall be accompanied with self-attested photocopies of the following requisite documents failing which the bid shall be rejected out rightly

1. Name of Tendering Service Provider: _____

2. The bidder should have registered / Branch Office located within the jurisdiction of Puri. (Valid registration certificate duly certified by District Labour Officer, Puri for carrying on business of commercial purpose should be attached as evidence of proof)

3. Tender document Cost **Rs.1000/-** (Nonrefundable) and EMD of Rs.25,000/- (Rupees Twenty- Five thousand)only shall be paid in shape of Bank Draft in Favour of the **Registrar, Odia University, Satyabadi.** The EMD amount will be refunded to unsuccessful bidder without interest within one month after finalization of tender.

   (i) Tender paper Cost of Rs 1000/- : DD No. _____Date_____Bank drawn:_____

   (ii) EMD of Rs.25,000/- : DD No. _____ Date_____ Bank drawn:_____

4. Name of Proprietor / Partner/ Director: _____

   _____

5. Full Address of Registered: _____

   Office _____

   _____

   Telephone No. :_____

   Fax No. :_____E-Mail Address:_____

6. Full address of Operating/ Branch Office (if any) :_____

   _____

   _____

   Telephone No:_____Fax No._____

   E-Mail Address : _____

7. Name & Telephone no. of Authorized Officer/Person for liaisoning:

8. Financial capacity of the tendering Service Provider for the last 3 Financial Years. (Duly certified by licensed Charted Accountant)

Description	Financial Years		
	2021-22	2022-23	2023-24
Annual Turnover			
Current Asset			
Current Liabilities			
Profit without Tax			
Profit After tax			

9. Give details of the major similar contracts (Government / PSU) handled by the tendering Service Provider during the last 3 years in the following format.

Sr. No.	Name of the client, address, telephone & Fax no.	**Gardening and Lawn Maintenance service provided**	Duration contract From -- To -------	Amount of contract (Rs. Lacs)

10. Additional information, if any (Attach separate sheet, if required):.

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri_ _____ Proprietor / Director/ authorized signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:
Place:

Signature of authorized person
Name:
Seal:

D)

FINANCIAL BID

Note: Any violation of the terms and conditions in submitting the FINANCIAL BID will lead to rejection of the same.

1. Name of the Firm/Company:
2. Address (with Telephone No. & Fax No.):
3. Name and Address of the Proprietor/partners/Directors(with Mobile No.):

(For "A" & "B"- refer clause No. 11 of the General instructions)

Table-I		
Rate for Gardening and Lawn maintenance services per month with Material / consumables inclusive of machineries/equipments and deployed man-power		
Sl. No.	Rate per sq.mt in Rupees per month for Gardening and Lawn maintenance area-3,200 sqmts and road and peripheral areas- 3,800 sqmts (Total area 7,000 Sqmt.)	
A:	Total amount (lump sum basis):	

Table-II		
Rate for Gardening and Lawn maintenance services per month with Material / consumables inclusive of machineries/equipments and deployed man-power		
Sl. No.	Rate per sq.mt in Rupees per month for Gardening and Lawn maintenance area-3,200sqmts and road and peripheral areas- 3,800 sqmts (Total area 7,000 Sqmt.)	
B:	Total amount (lump sum basis):	

Note: The bidders shall quote their rates for the service to be provided as "Rate per square meter per month" (in both words and figures), which should include all statutory dues, if any, for the deployed man-power and running cost of the equipment's/machineries.

DECLARATION BY THE TENDERER

This is to certify that I/We before signing this "FINANCIAL BID" as per the tender have read and fully understood the same. Further, I/We hereby certify that the information furnished in "FINANCIAL BID" of the tender is full and correct to the best of my/our knowledge.

Date:
Place:

Signature of Tenderer
Name:
Address:
Seal:

E. TERMS & CONDITIONS

1. General

1. The successful bidder has to execute an agreement to abide by the terms and conditions laid down by the authority and the Agreement shall commence from date of award of contract and shall continue for a period of one year, unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.

2. The Agreement shall automatically expire on completion of one year from the date of effectiveness of agreement, unless extended further by the mutual consent of the Service Provider and the Authority.

3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Service Provider and the Authority.

4. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.

5. The Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.

6. The Authority reserves the right to terminate the Agreement during initial period after giving 30days notice to the Service Provider.

7. (a) The persons deployed shall be required to work as per scheduled time to be assigned to him by the staff concerned under whom he/she will work and may also be required to work beyond the scheduled time period, if be required for which he/she would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made. The person deployed shall give their daily attendance.
   (b)The selected Bidder shall submit the list of the name of the personnel to be deployed, their identity proof, qualification, EPF and ESI account nos. before their deployment at Odia University, Satyabadi.

8. The Service Provider shall nominate one coordinator for liasoning with University authority so that the optimal services of the persons deployed could be availed without disruption. Also the Managing Director (M.D.) or any midlevel official of Service Provider shall have to visit the Registrar, Odia University, Satyabadi as and when required in connection with the services.

9. The entire financial liability in respect of manpower services deployed in Odia University, Satyabadi shall be that of the Service Provider and Odia University, Satyabadi will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Authority.

10. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Authority, Odia University, Satyabadi.

11. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Authority Odia University, Satyabadi shall, in no way, be responsible for settlement of such issues whatsoever.
12. Odia University, Satyabadi shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

13. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled for any perk and other facilities as admissible to regular / confirmed employees of Odia University, Satyabadi during the currency or after expiry of the Agreement.

14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to claim for any absorption in regular or other capacity in Odia University, Satyabadi.

15. The person deployed shall not be entitled to claim any benefit or compensation or absorption or regularization of deployment in the establishment of Odia University, Satyabadi under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.

16. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost. *

17. The Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be responsibility of the Service Provider. The Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, obligations under contract labour act 1970 wherever applicable.

18. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.

19. The persons deployed should be polite, cordial and efficient while performing the assigned work and their actions should promote good will and enhance the image of the University. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

***Note:-Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Service Provider employing more than 20 workmen**

20. The successful bidder at its own cost and expenses and with all its liabilities employ and maintain the personnel and shall keep the manpower its own entire roll and pay their salaries including allowances and shall meet the cost of their other requirements.

21. The successful bidder shall deploy / arrange the personnel in accordance with the manpower guidelines and take responsibility of their accommodation by own arrangement

22. The Service Provider Agency shall furnish the records / document / original vouchers/ challans in respect of statutory deposits in respect of the personnel to the officer concerned of the institute as and when required, falling which the authority has every right to terminate the contract with one month notice to the effect.

II. **Legal**

1. The persons deployed shall be, during the course of their work by privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

2. The Service Provider shall be solely liable to pay all statutory dues to the workmen including minimum wages payable to different types of worker as fixed by the State Government from time to time under the minimum wages Act and no extra claim in this regard shall be payable by Odia University, Satyabadi during the currency of the Agreement. The dues like E.S.I & E.P.F contributions will be paid by the Service Provider out of the lump-sum amount received against their bill and no extra claim will be entertained in this regard. Any claim of the workman regarding Employees Compensation Act, or any other labour laws Odia University, Satyabadi shall have no liability in this regard. The Agency shall also be responsible for the insurance of its personnel.

3. In case, the Service Provider agency fails to comply with any liability under appropriate law, and as a result thereof, Odia University, Satyabadi is put to any loss/obligation, monetary or otherwise, the Authority of Odia University, Satyabadi will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

4. The Service Provider shall also be liable for depositing all taxes, levies, etc. on account of service rendered by it to Odia University, Satyabadi to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter amended / modified from time to time. Attested Xerox copies of such documents shall be furnished to Odia University, Satyabadi before payment of the Bills each month.

5. The Service provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of Odia University, Satyabadi or any other officer concerned or any other authority under Law.

6. The Tax deduction at Source (T.D.S) shall be done as per the provisions of Income Tax and GST Act /Rules, as amended, from time to time and a certificate to this effect shall be provided by Odia University, Satyabadi.

7. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. Odia University, Satyabadi will have no liabilities towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to Odia University, Satyabadi by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

III. **Financial**

1. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.25,000/- (Rupees Twenty Five thousand only) refundable without interest, in the form of Demand Draft drawn in any Nationalized Bank in favour of the **Registrar,** Odia University, Satyabadi payable at Satyabadi, failing which the tender shall be rejected out rightly.

2. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid(First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest within one month. **If the successful Bidder fails to execute the agreement or to deploy the required manpower against the initial requirement within 15 days from the date of placing the order, the EMD shall stand forfeited without giving any further notice. The contract shall be terminated and the** work order will be awarded to the next lower quoted firm.

3. In case of breach of any terms and conditions attached to this agreement, the above Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement. If any loss damage is caused to Odia University, Satyabadi by the persons deployed the same shall be recovered from the unpaid bills of service Provider.

4. On the basis of duly certified attendance sheets collected from the authority of Odia University, Satyabadi, Service provider will first release monthly

remuneration/wages of their deployed persons and then raise the invoice in triplicate before the authority of Odia University, Satyabadi for payment. While raising their invoice for payment the Security agency must attach a copy of the following documents along with invoice:-

i. Proof of release of payment details of deployed manpower.
ii. Duly certified attendance sheets collected from Odia University, Satyabadi for that particular month.

5. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Officer concerned. EPF,ESI shall be payable on production of deposit challans/vouchers along with the Account No./Regd.No. of deployed personnel. If the service provider has not submitted the above mentioned documents or has submitted any false documents/ wrong information with the invoice the payment may get delayed / withheld. As far as possible the payment will normally be released within 7 (seven) days from the date of receipt of invoice along with above documents after statutory deductions at source.

6. Price Escalation: No request or claim for price escalation on any ground shall be entertained during tenure of the contract. However, enhancement of minimum rates of wages pertaining to the contract period if not notified by the State Govt. during the contract period may be considered.

7. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

8. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to next higher authority or controlling officer for his decision and the same shall be binding on all parties.

9. All disputes shall be under the jurisdiction of the appropriate court at Puri.

10. The successful bidder will enter into an agreement with Odia University, Satyabadi within one week of bid allotment for supply of suitable and qualified manpower as per requirement of Odia University, Satyabadi on the above terms and conditions.

11. The Registrar reserves the right either to accept or to reject the tender wholly or partially without assigning any reason and the decision of the Registrar will be final in this regard.

Signature of Bidder

F) CHRONOLOGICAL ORDER FOR ARRANGEMENTOF DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID.

Please Note: (All the pages are to be numbered)
All the documents should be indexed with proper Page No. because it is difficult to trace out the particular document for which authority will not be held responsible.

Sl. No.	List of Documents	Remark (Whether submitted) Y or N	Page No
1	Application (Technical Bid)		
2.	Xerox copy of paper advertisement by Odia University, Satyabadi		
3	EMD of Rs.25,000 / vide DD No..... dated.....		
4	Tender Document cost Rs. 1000 /vide DD No..... dated		
5	Attested copy of registration of the Company with the relevant Govt. agencies as required.		
6	Attested Copy of the Labour License/ Registration under the Contract labor (Regulation &Control) Act,1970		
7	Copy of the Audited Balance Sheet and P & L Account for the last three consecutive financial yearsi.e. 2019-20, 2020-21 & 2021-22. Certified by the charted Accountant		
8	Certified copy of the statement of bank account of agency for the last three years i.e. 2019-20, 2020-21 & 2021-22.		
9	Attested copy of the latest IT return filed by agency; for last three financial years i.e. 2019-20, 2020-21 & 2021-22.		
10	Attested copy of the E,P.F. registration letter/ certificate.		
11	Attested copy of the E.S.I registration letter/ certificate		
12	Attested copy of the PAN / GIR Card.		
13	Attested copy of SGST/IGST/CGST registration certificate;		
14	The service provider should executed documents in support of the Financial turnover of the agency for last three financial year i.e. 2021-22, 2022-23 & 2023-24 (the turn over should have minimum 1 crore for each individual year) duly certified by Charted Accountant.		

15	The Service Provider should have executed minimum 3 No.s of such contracts of sweeping and cleaning services to Government Department / PSUs / in Odisha during the preceding three years period. (i.e., 2021-22, 2022-23 & 2023-24) engaging minimum 50-60 personnel per contract.		
16	Documents showing "Profit Before Tax "&" Profit After Tax " For last 3 years (i.e., 2021-22, 2022-23 & 2023-24) duly certified by a Charted Accountant.		
17	An affidavit to the effect that no criminal case is pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider has not been blacklisted any where		
18	The registered office or one of the branch offices of the service provider should be located within the jurisdiction of the user Office. i.e. Puri Valid registration certificate duly certified by District labour officer for carrying on business of commercial purpose		
19	The terms and conditions in the tender Document duly signed (each page) and the tender document sealed by the authorized signatory of the agency in token of their acceptance		
20	Bank Details for return of EMD in case of not qualifying for tendering process **Name of the Firm** **Name of Bank:** **IFSC code:**		

Date:
Place:

Signature of Bidder
Name:
Seal:

DOCUMENTS TO BE SUBMITTEED BY THE SUCESSFULLY AGENCY BEFORE DEPLOYMENT OF GARDENER

1. Full details list of Gardeners shortlisted by agency. i.e. date of birth, material status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

CHECK LIST

NAME OF THE TENDERER:
(For Supply of Gardening personnel in 2021-22, 2022-23 & 2023-24)

Sl. No.	List of Documents	Document Attached (Y) / Not attached(N)	For the office user only
1	Application (Technical Bid)		
2	Xerox copy of paper advertisement by Odia University, Satyabadi		
3	EMD of Rs.25, 000/ vide DD No..... dated.....		
4	Tender Document cost Rs. 1000 /vide DD No..... dated		
5	Attested copy of registration of the Company with the relevant Govt. agencies as required.		
6	Attested Copy of the Labour License/ Registration under the Contract labor (Regulation &Control) Act,1970		
7	Copy of the Audited Balance Sheet and P & L Account for the last three consecutive financial years (i.e., 2021-22, 2022-23 & 2023-24) certified by the charted Accountant		
8	Certified copy of the statement of bank account of agency for the last three years (i.e., 2021-22, 2022-23 & 2023-24)		
9	Attested copy of the latest IT return filed by agency; for last three financial years (i.e., 2021-22, 2022-23 & 2023-24)		
10	Attested copy of the E,P.F. registration letter/ certificate.		
11	Attested copy of the E.S.I registration letter/ certificate		
12	Attested copy of the PAN / GIR Card.		
13	Attested copy of SGST/IGST/CGST registration certificate;		

14	The documents in support of the Financial turnover of the agency for last three financial year i.e. 2021-22, 2022-23 & 2023-24 (the turn over should have minimum 1 crore for each individual year) duly certified by Charted Accountant.		
15	The Service Provider should have executed minimum 3 No.s of such contracts of Gardening and Lawn Maintenance services to Government Department / PSUs in Odisha during the preceding three years period. (i.e., 2021-22, 2022-23 & 2023-24) engaging minimum 50-60 personnel per contract.		
16	Documents showing "Profit Before Tax "&" Profit After Tax" For last 3 years (i.e., 2021-22, 2022-23 & 2023-24)duly certified by a Charted Accountant		
17	An affidavit to the effect that no criminal case is pending with the police against the Proprietor/Firm/Partner of the Company (Service Provider) and the Service Provider has not been blacklisted anywhere		
18	The registered office or one of the branch offices of the service provider should be located within the jurisdiction of the user Office. i: e Puri Valid registration certificate duly certified by District labour officer for carrying on business of commercial purpose		
19	The terms and conditions in the tender Document duly signed (each page) and the tender document sealed by the authorized signatory of the agency in token of their acceptance		
20	Bank Details for return of EMD in case of not qualifying for tendering process **Name of the Firm** **Name of Bank:** **IFSC code:**		

Date:
Place:

Signature of Bidder/ authorized person
Name:
Seal:

Annexure-I

BIDDER'S COVERING LETTER

To,

The Registrar
Odia University, Satyabadi

Ref: Tender no: dated

Dear Sir,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall deposit the Performance Guarantee (P.G) as per the conditions mentioned in the contract.

We agree to abide by this bid from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement. Along with the bid, I / we have submitted EMD amount Rs.25,000/- along with the cost of bid document: Rs.1000/- only.

Dated this ..... Day of .....(the month and year)

Signature of Authorized Signatory .....
In capacity of .....
Duly authorized to sign the bid for and on behalf of.....

Crossed D.D. no. ..... dated .....Drawn on bank

Annexure- II

CERTIFICATE OF DECLARATION REGARDING BLACKLISTING

I _____ Son/ Daughter of _____ / W/O _____ AT / P.O _____ Dist: _____ here by confirm and declare that my/our firm/company M/S _____ is not **Blacklisted /delisted** or debarred or on Holiday list with any company of private /Public Ltd. of Government Company/Govt. Dept. from participating in the tender.

In case at any stage, it is found that the information given by me is false / incorrect, Registrar, Odia University, Satyabadi shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Sign:

For and on behalf of the Bidder

Name: _____

Seal:

Signature of Bidder

Annexure-III

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: _____ Dated: _____

To

Subject: Authorization for attending bid opening on _____ date

Dear Sir,

The following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of ..... (Bidder) is given below.

Name Specimen Signature of Officer authorized to sign the bid documents on behalf of the bidder.

1. (Specimen Signature of the Authorized person)

Name:

The signature of Sri_____ is attested.

Seal & Signature of the bidder

Note:-

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.

Signature of Bidder