



**ODISHA UNIVERSITY OF TECHNOLOGY AND RESEARCH
GHATIKIA, MAHALAXMI VIHAR, BHUBANESWAR-751 029**

Bid No. OUTR/L&G/2025-26/16

Date: 04/08/2025

NOTICE INVITING TENDER

Odisha University of Technology and Research, Bhubaneswar invites online tender through e-procurement (Tenders Odisha) Portal <https://tendersodisha.gov.in> under two bid systems (i.e. **Cover-I**: Technical Bid and **Cover-II**: Price Bid) from well established and financially sound Proprietorship / Partnership Firm / Private Limited / Limited Company/ Registered Agencies for providing “Maintenance of Lawns and Garden” **at OUTR, Bhubaneswar**. Incomplete bids will be rejected summarily. The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Digital Signature Certificates. The last date of submission of bid is 30/08/2025 up to 6.00 PM and will open on **01/09/2025** at 11.00 A.M. The authority reserves the right to cancel the bids without assigning any reason thereof. More details are available at our university website www.outr.ac.in and <https://tendersodisha.gov.in> .

IMPORTANT: Prospective bidders are advised to regularly visit the University website/e-tender portal for any Updates/Corrigendum/Amendment. Any subsequent updates will be announced exclusively on the University website/e-tender portal.

REGISTRAR

**BID DOCUMENT FOR
OUTSOURCING OF AGENCY FOR PROVIDING
MAINTENANCE OF LAWNS AND GARDENS SERVICES
THROUGH E-PROCUREMENT
AT OUTF**



**Odisha University of Technology and Research
Ghatikia, Mahalaxmi Vihar Bhubaneswar-751029**

Website : www.outr.ac.in

NOTICE INVITING TENDER

Registrar, Odisha University of Technology and Research, Bhubaneswar invites on line Tenders through **e-procurement (Tenders Odisha) Portal** <https://tendersodisha.gov.in> from well established and financially sound Proprietorship / Partnership Firm / Private Limited / Limited Company/ Registered Agencies for “**MAINTENANCE OF LAWNS AND GARDENS**” at Odisha University of Technology and Research, Ghatikia, Mahalaxmi Vihar, Bhubaneswar-751029

Critical Information

- Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Sl. No.	Information	Details
1	Title of the Tender	Tender for “Maintenance of Lawns and Gardens” at OUTR, Bhubaneswar
2	Tender Number and Date	OUTR/L&G/2025-26/16 Date: 04/ 08/2025
3	Period during which tender document will be available on website www.outr.ac.in / https://tendersodisha.gov.in	06/08/2025 6.00 p.m. to 30/8/2025 6.00 pm
4	Tender Fee(Non- Refundable)	Rs.2,000/- (Rupees Two thousand only) in shape of Demand Draft to be drawn in favour of “(Odisha University of Technology and Research Bhubaneswar drawn on any Scheduled Bank payable at Bhubaneswar)”
5	Bid security (EMD) : (refundable but Non-interest bearing) ; EMD Amount (Will be accepted only through D.D/Banker's Cheque. The bid security is exempted to the MSE bidders only. However, proper and valid documents in this regard must be submitted by the bidders in support of their claim.	Rs. 6,000/- (Rupees Six thousand only) Demand Draft to be drawn in favour of “(Odisha University of Technology and Research Bhubaneswar drawn on any Scheduled Bank payable at Bhubaneswar)”
6	Type of Bid	Two Bid ; Cover I - Technical Bid Cover II - Price Bid as per the format
7	Date of publishing	06/08/2025 at 6.00 p.m.
8	Document Down loaded Start date	07/08/2025 from 10.00 a.m.
9	Last date & time for uploading of bid	30/08/2025 upto 6.00 P.M.
10	Date & time of opening of Technical Bid	01/09/2025 at 11.00 A.M.
11	Date & time of opening of Financial Bid	Through the e-tender portal to be intimated later by e-mail/ whatsapp to the technically qualified bidders.
12	Performance Guarantee	5 % of Contract value of one year
13	Contract Period	One year from the date of award which may be extended for another two more years on yearly basis subject to satisfactory performance.
14	Pre bid meeting	No
15	Bid Validity	120 days from the date of opening of bid
16	For any technical query please contact	Prof. Bhabani Sankar Sa, PIC, Gardening & Lawn Maint. Ph.No.8249242624 e- mail: bhabaniplanning@outr.ac.in

17	DD towards EMD and Tender document fee should be sent to addressing	The Registrar, Odisha University of Technology and Research, Techno campus, Mahalaxmi Vihar, Bhubaneswar, PIN- 751 029
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REGISTRAR

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2. A. SCOPE OF WORK AND PURPOSE OF GARDENING AND LANDSCAPING

2.1 Purpose of Gardening and Landscaping :-

The purpose of gardening and landscaping work is that whole premises of OUTR, Bhubaneswar must look presentable, rich with lush green lawns and gardens and beautiful flowers so as to provide an excellent ambience of work-environment and at the same time makes the office premises environmentally friendly and also to make positive impression over our valued visitors and public who visit here for Academic and various purposes. The service provider has to undertake all such jobs/activities required to maintain the OUTR premises in a presentable condition for all the time whether such activities are elaborated hereunder or not.

2.2 Scope of the work

1. Maintenance of lawns, hedges, shrubs, ground cover area, other plants, and trees components, within the lawn and ground cover area on day to day basis by watering using hosepipe from the nearest point.
2. Uprooting of weeds in Lawns at regular interval.
3. All the lawns to be maintained with aesthetic look of the best quality grass top at all times. No wild grass or weeds to be visible and regular activity to be done to arrest the growth of the same
4. Regular trimming of grass in lawns, replacement or development of hedges and grass in the lawns etc. by engaging adequate number of skilled personnel. Lawn mowers or other gadgets used for day to day horticultural activity shall be purchased by the contractor and be maintained at their own cost. The firm/ Agency shall be the custodian of such equipment/ instrument.
5. Sweeping and removal of leaf litters in the garden to ensure proper Gardening work in campus without causing any damage.
6. 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.
7. Supplying, maintaining, watering, and cleaning of ornamental plants available in university campus
8. The cleaning of campus by removing unwanted vegetation, bushes, shrubs, periodically.

9. 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 OUTR, Bhubaneswar.
10. 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.
11. Plantation of seasonal flowers, ornamental plants, and replacement of plants, hedges, and grass in the lawns is required. This includes engaging qualified and experienced gardeners and procuring fresh replacement materials.
12. All plant materials shall be healthy, sound, and vigorous, free from plant diseases insects, pests, or their eggs, and shall have healthy, well-developed root systems. All plants shall be hardy under climate conditions similar to those in the locality of the project. All material must be protected from the Sun and Weather until planted.
13. To prepare and maintain flower beds, seasonal and perennial both.
14. The existing flower beds to be maintained with alteration (if required) by planting summer and winter seasonal flowers
15. To prepare and maintain flowers and decorative plant pots both in indoor and outdoor at designated places to be decided in consultation with the PIC, Gardening and Lawn Maintenance.
16. 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.
17. 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.
18. The required quantity of manures and insecticide/pesticides for a good and healthy plant should be provided by the service provider and Cost of the inputs such as Manure, Pesticides, Fungicides etc. would be reimbursed to the service provider as per actuals. 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 gardening area.
19. 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.
20. To bring to the notice of University about any suspicious activity noticed during discharge of duties by Service provider.
 21. University will not be responsible to provide any residential accommodation to Horticulture personal deployed by the Service provider.
 22. The contract is a service agreement and OUTR shall not exercise any control over the vendor's staff except to ensure that the regular maintenance activities that uphold a neat, hygienic and tidy look throughout the year.
 23. The service provider shall cover its personnel for personal accident and death whilst performing the duty and OUTR has no liability and obligation in this regard.
 24. The assets and articles provided by OUTR shall be the property of OUTR 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 OUTR in good and intact condition.
 25. The jobs are to be executed as per the instruction of the PIC, Gardening & Lawn/ Faculty-in-charge designated for the concerned work.
 26. Any other services on need basis as and when required by the authority concerned.
 27. Application of manure, soil, sand as per need including the application of fertilizers, fungicides and medicines as required. Extra items such as cement pots, earthen pots, ornamentals and hedges in large quantity etc. will be arranged by the firm. However, reimbursement for these items is contingent upon the firm providing bills at reasonable rates with proper GST documentation.
 28. The contractor should agree to carry out development work. It shall include- preparing of soil, by deploying manpower/machinery (As per instruction of PIC, Gardening & Lawn Maint.), use of fertilizer, ploughing (if required), making edge of brick bed (the new area to be developed) as per instruction by the concern officer. The cost for development of new area may be charged to the university on mutually agreed price.

Worksite: Maintenance of Lawn and Garden Areas in the University Campus:

Sl. No.	Name of Block/ building	Area in Sq.m. (Approx)	Total Area in Sq.m.(Approx)
1	Lawn and Gardening Area (behind A block)	571 Sq.m	1,07,148 Sq.m
2	Lawn and Gardening Area (behind B block)	642 Sq.m	
3	Lawn and Gardening Area (behind C block)	820 Sq.m	
4	Lawn and Gardening Area (behind D block)	1118 Sq.m	
5	Lawn and Gardening Area(Old Lab. building)	1498 Sq.m	
6	Grass cutting area (New Lab. building)	1303 Sq.m	
7	Grass cutting area (Stage & SAC Area)	4740 Sq.m	
8	Grass cutting area around APJAKHR	3786 Sq.m	
9	Grass cutting area around RHR	2828 Sq.m	
10	Grass cutting area around KHR	4336 Sq.m	
11	Grass cutting area around KCHR	5208 Sq.m	
12	Grass cutting area around Workshop	2009 Sq.m	
13	Grass cutting area (Road side from Gate No.2 to KCHR, KHR, Guest House front, APJAKHR, RHR, Workshop, back side of New Lab. building)	43800 Sq.m	
14	Grass cutting area (Road side from Gate No. 2 to Staff quarter and surroundings.)		
15	Grass cutting area (in front of Administrative building)		
16	Lawn Maintenance in between B & C block	423 Sq.m	
17	Lawn Maintenance of C block road side	286 Sq.m	
18	Lawn Maintenance of B block road side	349 Sq.m	
19	Grass cutting area (Parking area)	4574 Sq.m	
20	Entry Architecture building & Back entry New Lab building	2018 Sq.m	
21	Field Area	26839 Sq.m	

3.B. ELIGIBILITY CRITERIA

1. Eligibility criteria for pre-qualification (documentary evidence to be furnished):-

Status: The bidder shall necessarily be a legally Valid entity either in the form of sole proprietorship, partnership, Limited or Private Limited company established under the Companies Act/Society constituted/registered under relevant Act.

- i) **Financial Capacity:** The bidders should have an average annual **turnover Rs. 30 lakh (Rupees Thirty lakh only)** during the **last three financial years** ending 31st March, 2024 (2021-22, 2022-23, 2023-24). Relevant proof for supporting the above shall be submitted failing which tender shall be treated as invalid. The bidder is required to furnish a turnover certificate duly mentioned in the tender Form Cover attested **by a Chartered Accountant to this effect with year wise break-up in the required format**. The firms must be willing and/or capable to sustain, itself financially at least for three months, till bills are processed & payment released.
- ii) **Experience:** The bidder should have a **minimum experience of three years in maintenance of lawn and garden, landscape services ending on 31/03/2025** in any Government / Semi-Government / Autonomous Bodies / PSU etc. Interested bidder(s) may participate along with sufficient proof of experience. A copy of the Work Orders / Service Orders should be submitted in support of their experience as per given format.
- iii) The bidder is required to furnish the copy of the Work Orders of similar assignments (Maintenance of Lawns and Garden). This information is to be furnished in the required format as mentioned in the Tender Form Cover A – **Annexure-V**.
- iv) **Registration:**
 - a. Must be registered under EPF
 - b. Must be registered under ESI
 - c. Must have a valid PAN
 - d. Must have valid GST registration number
 - e. Should have registered under Shops & Establishment Act.
 - f. 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. at Bhubaneswar.
 - g. The Agency must possess a valid Labour License issued by the Labour Commissioner
- v) Should not have any track record of contract termination of the previous assignments for providing any type of service to OUTF Bhubaneswar or should not have been Blacklisted /Debarred by any other Govt. Organization during the last 3 years.

- vi) The tenders submitted in digital mode through the e-Procurement portal shall be subject to information and technology Act.

4. INSTRUCTION TO BIDDERS :

4.1 Registration Process on Online Portal:

1. Aspiring bidders who have not enrolled/registered in e-Procurement should enroll/register before participating through the website through e-procurement (Tenders Odisha) Portal <https://tendersodisha.gov.in> The portal enrolment is free of cost.
2. Bidders are required to enroll in the e-Procurement module (Tenders Odisha) Portal <https://tendersodisha.gov.in> by clicking on the “Online Bidder Enrollment” link.
3. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
4. Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication for the e-procurement (Tenders Odisha) Portal.
5. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificates (Class - III Certificates with signing key usage) issued by any certifying authority recognized by CAA India (e.g. Sify / nCode / eMudhra, etc.) with their profile.
6. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSC to others which may lead to misuse.
7. Bidders then log in to the site through the secured log-in by entering their user ID, password, and the password of the DSC e-token.

4.2 Tender Document Search:

1. There are various search options built in the e-procurement (Tenders Odisha) Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option for advanced search for tenders, wherein the bidders may combine several search

parameters such as Organization, Form of Contract, Location, Date, and other keywords, etc. to search for a tender published on the e-procurement (Tenders Odisha) Portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required document/tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the e-procurement (Tenders Odisha) Portal to intimate the bidders through SMS/e- mail in case there is any corrigendum to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

4.3 Bid Preparation:

1. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as a part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
2. Bidder, in advance, should be prepared with the bid documents to be submitted as indicated in the tender document/schedule and generally, that can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with a black and white option which helps to reduce the size of the scanned document.
3. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates, etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

***NOTE:** My documents space is only a repository given to the bidders to ease the uploading process. If a bidder has uploaded his documents in the My Documents space, this does not automatically ensure these Documents are part of the Technical Bid.*

4. Bidder should take into account any corrigendum published on the e-procurement (Tenders Odisha) Portal <https://tendersodisha.gov.in> concerned with this tender document before submitting their bids.

4.4 Bid Submission:

1. The tenderer shall submit the tender in two parts in the e-Procurement site (Tenders Odisha) Portal <https://tendersodisha.gov.in> consisting of Part-I (Technical Bid) and (Part-II- Financial Bid i.e. BOQ) each in separate cover.
2. Bidders should login to the site well in advance of bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
3. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
4. The bidder has to select the payment option as "Offline" to pay the tender fee / EMD as applicable and enter the required details.
5. The bidder should prepare the EMD / Tender fee as per the instructions specified in the tender document. The original should be posted/ couriered to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the date entered during bid submission time. Otherwise, the bid shall be technically disqualified.
6. Bidders are requested to note that they should submit their financial bid in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it, and complete the unprotected cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid shall be summarily rejected.
7. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids, etc. The bidders should follow that time during bid submission.

8. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system-generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized openers.
9. The uploaded tender document is readable only after the tender opening by the authorized bid openers.
10. Upon the successful and time submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all others relevant details.
11. The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.
12. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant person indicated in the tender.
13. Any queries relating to the process of online bid submission or queries relating to the (Tenders Odisha) Portal in general, may be directed to the 24x7 (Tenders Odisha) Portal helpdesk.

NOTE: *At any time before the deadline for submission of proposals, the University reserve the right to add /modify /delete any portion of this document by the issuance of a Corrigendum, which will be published on the website and (Tenders Odisha) Portal <https://tendersodisha.gov.in>. The corrigendum shall be binding on all the bidders and will form part of the bid documents.*

5. TENDER COST & EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

- 5.1 Tender Cost (non-refundable) of Rs. 2,000.00 (Rupees Two Thousand only) and EMD / Bid Security (refundable) of Rs. 6,000/- (Rupees Six Thousand only)** in the form of Demand Draft (DD) in favour of “Odisha University of Technology and Research” and payable at Bhubaneswar drawn on any schedule commercial bank except Co-operative Bank and Gramin Bank.
- 5.2** EMD and Tender Fee should reach physically through speed post/register post/courier, in an envelope & super-scripted with the subject, tender reference number addressing to Registrar, **Odisha University of Technology and Research, Techno campus, Mahalaxmi Vihar, Bhubaneswar, PIN- 751 029**, Odisha on or before the last date of online submission.
- 5.3** EMD /Bid Security of unsuccessful bidder will be returned to them without any interest at the earliest and latest on or before the 30 days after the award of contract to successful bidder.
- 5.4** Bidder registered with Ministry of MSME under Lawn and Garden Maintenance as per public procurement policy for Micro & Small Enterprises (MSE) are exempted categories from payment of EMD provided that the registration certificates issued by agencies must be valid as on closing date of tender. Micro and Small Enterprises who have applied for registration renewal of registration with any of those agencies / bodies but have not obtained the valid certificate as on close date of tender are not eligible of exemption. The bidder has to submit the Bid Security Form as per the Annexure.
- 5.5** The EMD and Tender Cost should be received by the OUTR before the due date physically. The scan copy should be uploaded in the portal. Else the tender is liable to be treated as non-responsive and rejected.
- 5.6** The EMD /Bid Security of the bidder who withdraws its bid in breach of terms and conditions of contracts, withdraws at any stage after opening of technical bid and who evades or refuses to accept the Award of Contract after being L1 shall be liable to be forfeited.

6. SUBMISSION OF BIDDING DOCUMENTS :

The tender is to be submitted electronically in two bid system 1) Technical Bid and 2) Financial bid. separate Cover No.1 (Cover A) and Cover No. 2 (Cover B) and contents as indicated below:

1. Bidders must submit their digitally signed bids in first Envelop contains the following documents:

A. Cover 1 shall contain the scan copy of DD for EMD & Tender document fees, Qualification

documents along with the tender document duly filled up and signed by the Bidding Firm on each page after affixing rubber stamp of the Firm/Agency. All other documents as per attached Annexures (I to XI) except Price BoQ.

B. Cover 2

Price Bid. (In Second Envelop in BoQ Ms-Excel format.)

2. The offer must be submitted in Two Bid - Two Envelope only though uploading in the eProcurement Portal, before the last date & time for bid submission.

3. Tender document (s) and all enclosures must contain the signature of the competent authority of the firm.

5. Pre bid Meeting : No

6. DOCUMENT TO BE UPLOADED BY BIDDER

The Bidder shall furnish the following documents as part of Techno-commercial Bid: -

The Service Providers are required to upload the photocopies of the following documents self-attested along with the Technical Bid, **failing which their bids shall be summarily rejected and will not be considered under any circumstances.**

1. Scanned copy EMD of Rs. 6,000/- vide DD No.....dated..... (DD to be drawn in favor of REGISTRAR, OTR, BHUBANESWAR)
2. Scanned copy of Tender Document cost Rs. 2,000/- vide DD No..... dated (DD to be drawn in favor of REGISTRAR, OTR, BHUBANESWAR)
3. Attested copy of registration of the Company under respective Act
4. Attested Copy of the Labour License/ Registration under the Contract labor (Regulation &Control) Act,1970
5. Copy of the Audited Balance Sheet and Income &Expenditure statement for the last three consecutive financial years i.e 2021-22, 2022-23 & 2023-24. certified by the chartered Accountant
6. Bank account details (Xerox copy of the Front page of the passbook).
7. Attested copy of the IT return filed by agency; for last three financial years i.e. 2021-22, 2022-23 & 2023-24
8. Attested copy of the E.P.F. registration letter/ certificate.
9. Attested copy of the E.S.I registration letter/ certificate
10. Attested copy of the PAN Card.
11. Attested copy of GST registration certificate.

12. The documents in support of the Financial Capacity, turnover of an average 30 (Thirty) lakhs during last three financial year i.e. 2021-22, 2022-23 & 2023-24.
13. The bidder should have a **minimum experience of three years in maintenance of lawn and garden, landscape services ending on 31/03/2025** in any Government / Semi-Government / Autonomous Bodies / PSU etc. Interested bidder(s) may participate along with sufficient proof of experience. A copy of the Work Orders / Service Orders should be submitted in support of their experience as per given format.
14. 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 as per the Annexure.
15. The registered office or one of the branch offices should be located within Bhubaneswar.
16. Valid registration certificate duly certified by District Labor Officer, Bhubaneswar for carrying on business of commercial purpose.
17. The terms and conditions in the tender Document must be duly signed (each page) and sealed by the authorized signatory of the agency in token of their acceptance.

7. Bid Evaluation Procedure:

7.1 Techno-Commercial Bid Evaluation:

- 7.2 Techno-commercial bids will be opened on the specified date & time by the Tender Evaluation Committee duly constituted by the competent authority of OUTF. The bids will be evaluated based on the documents submitted by the bidders in the e- Procurement module of Tenders Odisha Portal. The decision of the committee shall be final and binding on all bidders and can't be questioned at any stage of evaluation.
- 7.3 The University also reserves the right to seek confirmation/clarification from the issuing agency for the supporting documents submitted by the bidder.
- 7.4 To assist in the examination, evaluation and comparison of the bids, and qualification of bidders, the committee may, at its discretion ask any bidder for a clarification of its bid. The committee's request for clarification and the response shall be in writing through e-procurement mode only. No other mode shall be entertained. Any clarification submitted by a bidder that is not in response to a request shall not be considered.
- 7.5 If any bidder fails to provide the requested clarification/information within the stipulated date and time given by the University, the bid shall be technically disqualified.

- 7.6 The request for clarification and the response shall be in writing, without any alternation in the price or substance of the bid submitted.
- 7.7 Financial bids of those bidders whose technical bids are found technically qualified shall be opened through e procurement portal on the specified date & time. The same shall be communicated to the prospective bidders through e-tender portal.

8. Financial Bid Procedure & Evaluation:

- 8.1 Bidders are encouraged to participate in bidding according to their eligibility. The contract shall be awarded on the Least Cost Selection basis (L1).
- 8.2 The Financial bid (BOQ) shall be in Excel sheet form. The financial bid (BOQ) of all techno-commercially qualified bidders may be opened by the committee on the scheduled date & time.
- 8.3 After evaluation, the work shall be awarded to the successful bidder who quoted the lowest price (L1) after complying with all the Acts/provisions stated/referred to for adherence in the tender. In case two or more agencies are found to have quoted the same price, the Committee shall decide the L-1 Agency based on the following tie breaking criteria:
- 8.4 The turnover for the financial year 2023-24 shall be considered.
- 8.5 If further required for tie breaking the turnover for the financial year 2022-23 shall be considered.
- 8.6 If further required for tie breaking the turnover for the financial year 2021-22 shall be considered.
- 8.7 Further, if the tie persists then the L1 will be decided by a draw system in the presence of the concerned contractors. The decision in this regard by the committee shall be final and binding on all concerned.
- 8.8 Being L1 will not be the sole criteria for eligibility for the award of a contract. The feasibility of the lowest quote by the bidder will be examined by the committee with reference to relevant rules in vague, terms & conditions of the tender and the decision of the committee in this regard shall be final & binding on all concerned.
- 8.9 If a tenderer quotes predatory pricing/abnormally low bids, the tender evaluation committee may ask for written clarification from the tenderer for detailed price analysis/ price break-up/price justification of its bid price in relation to scope, schedule allocation of risks and responsibilities, any other requirements of the bid documents during the financial evaluation.
- 8.10 If, after the evaluation of the price analysis/price justification, the bidder fails to

demonstrate the basis of the quoted price with substantiating documents/ evidence/calculation, the committee at its sole discretion shall reject the bid.

- 9. PRICE** ∴ The Price quoted by the Bidder shall cover profit, insurance, Medical expenses, admin expenses, contingency, interest cost (if any), other service benefits of all employees such as casual leave, sick leave, holiday wages and any other cost that the Bidder envisages except GST. The bidders shall take into account the expenses to be incurred and statutory dues (Income tax, TDS @ 2% and GST TDS @ 2% from gross bill etc.) while quoting the price.
- 10.** Conditional tenders shall be liable to be rejected.
- 11.** Any request from the tenderer in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates of his tenders after opening of the tenders, shall not be entertained under any circumstances. If the tenderer withdraws his tender after opening of the tender, the Earnest Money deposit shall be forfeited.
- 12.** The successful tenderer shall make his own arrangement for all materials and machines with tools & tackles required for carrying out the job as specified, if any, in the contract and consider the cost, labour cost & other charges to be incurred in proper execution of work within specified time.
- 13.** By submitting a tender, the tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached and he has taken into account all conditions and difficulties that may be encountered during its progress /execution. Any complaint in this regard after submission of offer shall not be entertained.
- 14.** Canvassing in any form is strictly prohibited and tenders submitted by the tenderer who resort to canvassing, will be liable for rejection.
- 15.** Authority of OUTF reserves the right to accept /reject any or all bids cancel the tender process or issue another identical or similar tender without assigning any reason thereof or divide the work with multiple parties (bidder).
- 16. Water** – The Contractor is permitted to avail the services available at site free of charge. However, any dis-proportionally large or a high volume consuming activity shall be performed only after prior approval is obtained from the University.
- 17. Electricity** – The Contractor is permitted to avail electricity at site free of charge for performance of their scope of work. However, any dis-proportionally large or a high volume consuming activity shall be performed only after prior approval is obtained from the University.
- 18.** Tender documents are not transferable.

- 19.** OUTR will 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.
- 20.** The personnel to be engaged should be of minimum 21 years of age and not exceeding 60 years of age.
- 21.** It shall be the responsibility of the persons/firms submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the tenders odisha website and no change is made therein before submission of their tender. In the event of any doubt regarding the terms and conditions /formats, the person concerned may seek clarifications from the authorized officer OUTR. In case any tampering/Unauthorized alteration is noticed in the tender submitted from the tender document available on the website, the said tender shall be summarily rejected.
- 22. ONE BID PER BIDDER :** Each bidder shall submit only one bid either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.
- 23. VISIT TO THE UNIVERSITY (Optional):** The interested bidder may visit the University to be acquainted with site prior to the submission of the tender documents.
- 24. VALIDITY OF TENDER:** The tender must remain valid and open for acceptance for a period of 120 days from the date of opening of Technical Bid.
- 25. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-**

The University is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing to the bidders terminate the tendering process.

GENERAL CONDITIONS OF CONTRACT

A. DEFINITIONS

1. **Approved** means approved in writing, including subsequent written confirmation of previous verbal approval.
2. **University** : means Odisha University of Technology and Research . (in short-OUTR)
3. **Competent Authority** means Head of the Schools/Department and officer authorized in this regard.
4. **Contract** means the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Scope of Work showing approximate quantities, tender submitted by the tenderer including his price offer, Performance Guarantee Bond and other bonds, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement, unless otherwise specified.
5. **Contract Rate/Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions there from as may be made in course of the tender evaluation or thereafter.
6. **Contractor** means “the Tenderer” ‘whose tender has been accepted and includes the Contractor’s authorized representative, successors, permitted assignees, legal heirs.
7. **Vice Chancellor** means and includes Vice Chancellor of OUTR, Bhubaneswar or his authorized representative.
8. **Duration of contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made through by a written communication.
9. **Authorized officer/Representative** means and includes authorized or designated by Vice chancellor, OUTR for this contract.
10. **Equipment** means all tools, instruments, appliances or things of whatsoever nature required in course of the execution of the contract.
11. **Notice in writing** or written notice including notice in digital mode means a notice in written, typed or printed characters sent or emailed (unless

delivered personally or otherwise proved to have been received) by registered post / courier (with POD) to the notified address or the Registered office of the addressee, or the contractor's site office and shall be deemed to be sufficient service if so sent or left at that address.

12. **Terms and Conditions** means the special condition of the contract (SSC) and the General conditions of the contract (GCC) herein mentioned and other stipulations incorporated in any part of the tender document and / or agreement.
13. **Tender** means offer against enquiry / advertisement / Notice Inviting Tender submitted by the tenderer in single part or in multiple part like Techno-commercial part, price bid part.
14. **Tenderer** means and includes the person or firm or company who have submitted valid tender and also includes its authorized representatives, heirs, executors, administrators, successors and assignees as approved by the employer.
15. **Work** means all work given in the Scope of Work in the tender documents and includes any associated work required for fulfillment of the Scope of Work and as set forth and required by the specifications and also such additional instructions issued from time to time during the progress of the work.
16. **Words** importing the singular only shall include the plural and vice versa. Where the context requires words importing person shall include firms and companies and vice versa.
17. **Cartel**: If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid).

B. RESPONSIBILITIES OF OUTR OFFICIALS

18. The duty of OUTR's representative is to watch and oversee the work. He / She shall have no authority to relive the contractor of any of his duties or obligations under the contract except as expressly provided hereunder or elsewhere under the contract or to order any work involving any delay or extra payment by OUTR not to make any variations in the works.

C. ASSIGNMENT AND SUB-CONTRACTING

19. The contractor shall not assign the contract, or any part thereof, or any benefit or interest therein without prior written consent of Registrar.
20. The contractor shall not sub-contract the works without written consent of OUTR and such consent if given shall not absolve the Contractor from responsibility, liability or obligation under the contract and he shall be responsible for the acts defaults or neglects of any sub-contractor, his agents, servants, or workman as fully as if they were the acts defaults, neglects of the contractor, his agent, servants or workman.

D. CONTRACT DOCUMENTS

21. **Documents mutually explanatory:** The several documents forming the contract are to be taken as mutually obligatory of one another, and interpreted harmoniously, and in case of ambiguities or discrepancies, the same shall be clarified by OUTR who shall thereupon issue to the contractor instructions / directions indicating the manner in which the work is to be carried out.

E. GENERAL OBLIGATIONS OF THE CONTRACTOR

- a) **Sufficiency of tender:** The contractor shall be deemed to have satisfied himself before submitting tender as to the correctness and sufficiency of his tender for the works and of the rates stated in the tender schedule which shall cover all his obligations under the contract and all matters things necessary for the proper completion and maintenance of the work.
- b) **Illegal gratification, breach of contract:** The contract may also terminated and the Contractor shall be liable to make good any loss or damage resulting from such cancellation, if any bribe gratuity, gift, loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any person employed by OUTR in any way directly or indirectly interested in the contract or if the Contractor has committed a breach of any of the terms of the contract.
- c) **Notice:**
 - i. **Service of notice on contractor:** Any notice given to the Contractor under the terms of the contract shall be served on his representative by registered post / courier or by hand or it's Registered office or at the Contractor's site office.

- ii. **Service of notice on University**: Any Notice to be given to University under the terms of contract shall be served by sending the same by Registered Post / courier at the office of registrar OUTR, Bhubaneswar.
- iii. **Change of address**: Any change of address of the contractor shall immediately be notified to the Officer in charge/ Rep. of OUTR.
- d) **Safety**:
 - i. The contractor will be responsible to ensure safety of the people working under them.
 - ii. Except in special circumstances (to be recorded in writing and with due approval) the contractor will not be allowed to employ subcontractor / petty contractors.
 - iii. If required contractors will employ a supervisor with specifically assigned duties for ensuring safe working and will inform in writing.
- e) For violation of safety norms, penalty may be imposed on the contractor. The penalty shall be decided after investigation and obtaining the report from the committee constituted for the purpose.
- f) **Policing of the work**: Should the general conduct of the works including the Premises of OUTR under occupation of the Contractor lead to violation of any of the provisions of the Indian penal code either in consequence of riotous or illegal proceedings of the contractor's labor or supervising staff or others to such an extent as to necessitate the deployment of Special Police or Magistrate the cost of such extra forces is to be defrayed by the Contractor and not by the University.
- g) **1. Law in Force in Relation to Contract**: The contract or amendments thereof entered into between the Employer and the contractor under the contract shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to contracts.

2. LEGAL COMPLIANCE: the contractor shall comply with all statutes, rules, regulations, by law, orders of statutory authority including but not limited to compliance of:

- i. Payment of wages Act. (Linked to Govt. of Odisha)
- ii. Minimum wages Act. (Linked to Govt. of Odisha)
- iii. Maternity benefit Act. (Linked to Govt. of India)

iv. Shops & commercial establishment Act.

v. EPF Act.

vi. ESI Act.

vii. Contract labour (R&A) Act & such other laws if applicable to execution of the contract in question as employer of this staff engaged / deployed in execution.

- h) The contractor shall not allow any visitor on the work sites, without the prior permission of OUTR.
- i) Order on one or more than one firms may be place on the basis of L-1 quotation and, if required, negotiation will be held with L-1 tenderer only. However, all the tenderers may be required to explain /justify the basis of their quoted price as and when asked for. In case, any tenderer fails to justify his quoted price or refuses to co-operate in this regard, they will not be considered for participating in the retendering and his bid will be disqualified.

If a tenderer quotes unworkable rates and is considered for placement of order, the party will be asked to justify the rate quoted and will have to give additional performance Guarantee Bond (in addition to the Performance Security Deposit) in the form of bank draft/ bank guarantee. The amount of performance guarantee bond will be decided by OUTR at the time of placement of order. Earnest money of the tenderers who refuse to give performance guarantee bond will be forfeited and they will not be considered in re-tendering if order/contract is not finalized from the present tender.

Section III

A. OTHER TERMS & CONDITIONS:

1. Operational guidelines of the Contract:

1. The contractor after award of the contract shall mobilize its resources for execution of the work as per terms of contract.
2. The contractor shall discharge its responsibility strictly adhering to this scope as indicated in the contract.
3. The contractor while discharging, its aforesaid of responsibility shall carry out the instructions of Officer In-charge from time to time.
4. OUTR shall provide storage space for the agency/firm/contractor at a suitable place inside the campus as per availability. The agency/firm/contractor shall ensure that all the tools/tackles along with required consumables etc. are kept at the appropriate place, specified for the purpose.
5. The waste materials, collected during the maintenance of Lawn and Garden shall be disposed of at the designated place.
6. Utmost care is to be taken while working to avoid any damage to the fixtures and accessories installed in the premises and in case of any damage, the same is to be repaired/replaced to make the same normal/functional to its original state, at the cost of agency/firm/contractor and the agency/firm/contractor shall be liable to compensate the loss, if any to the University, which shall be recovered from the bills accrued to the agency/firm/contractor.
7. The agency/firm/contractor shall obtain written permission in respects of all its staff and officials for entry and working inside the campus premises and shall maintain record in this regard. Unauthorized entry and deployment of persons without prior permissions of the PIC, Gardening and Lawn Maint./authorized officials is prohibited.
8. The agency/firm/contractor shall ensure that proper discipline is to be maintained by the personnel engaged by the agency/firm/contractor, and they shall have to behave soberly at all times while functioning in the University premises. The conduct safety and security of the staff and officials shall be the sole responsibility of the agency/firm/contractor.
9. The assets and equipment provided by the University shall be property of the University and agency/firm/contractor shall be merely the custodians of such assets and equipment. On termination/ expiry of contract. Any such property shall be handed over to the

University in proper working condition.

10. The contactor or worker should not under intoxication by consuming any intoxicated material during the working hours.
11. The Service Provider shall also be liable for depositing all taxes, levies, etc. on account of service rendered by it to OUTR, Bhubaneswar 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 OUTR before payment of the Bills each month.
12. The Service provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of OUTR, Bhubaneswar or any other officer concerned or any other authority under Law.

B. LIQUIDATED DAMAGES

The agency/firm/contractor shall ensure execution as per the frequency indicated in the scope of work. 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 liquidated damages to be levied from the monthly bill. Such damages will typically be twice the value of the deficiency to account for the administrative cost and hardship to the users. The cost of the LD shall include not only the saving to the contractor in materials, equipment usage and personnel, but also the consequence of poor performance by the contractor's personnel and of poor supervision. In case of dispute in assessment, the decision of Vice Chancellor, OUTR shall be final and binding. For any deviation from the contract or any job not performed or left out or default or any delayed performance/ unsatisfactory performance, the agency/firm/contractor shall be liable for liquidated damages subject to a minimum limit of 1% and maximum of 5% of the monthly billed value.

C. RISK AND COST

1. In case of stoppage of performance or non-attendance to the job in extending maintenance of Lawns and Garden as spelt out in scope of work and frequency, on any day or part of the day or days, this being an essential service without any reference, the job shall be forthwith executed by the OUTR at the risk and cost of the agency/firm/contractor through alternate source.

2. Neglect or failure on the part of the contractor to execute the work will be carried out by alternate source at the risk and cost of the contractor and to the extent of alternate execution, the contract will be deemed to be terminated either in part or full.

D. PAYMENT TERMS:

1. Subject to any deduction that may have to be made in accordance with the terms and conditions of this contract, the Contractor shall be paid against the bill on monthly basis for the work done during the month.
2. For the purpose of such monthly payments, Tax Invoices in duplicate preferably in their printed forms along with the documentary proof for having deposited the contribution towards PF and ESI with his jurisdictional commissioner of the personnel working under the contractor, also proof of payment of wages to his workmen through bank transfer and GST payment by the contractor for the work done during the previous month within seven days of succeeding month.
3. Payments against on-account bills shall be released through RTGS within 30 days from the date submission of clear invoices and all supporting documents by the contractor. For this purpose, the contractor should give the details of the name of the bank, branch and account no. before submission of the first bill. Final bill will be paid within 60 days on completion of all formalities as per the Terms & Conditions of the Contract.
4. Payment shall be regulated as per terms of contract.
5. In case of any delay in the processing of the bills, the successful bidder shall be required to ensure the payment of the monthly remuneration and statutory due to the personnel deployed by the agency within 7th of every month and there should be no linkage between this payment and the settlement of the contractor's bill from the University.
6. Deduction of applicable taxes will be made including TDS & certificate will be issued by finance & accounts department for such deductions.

E. Work to the satisfaction of OUTR Bhubaneswar: The contractor shall execute the work efficiently and complete it in all respects in accordance with the contract terms and conditions and shall comply with and adhere strictly to the instructions and directions on any matter in accordance to the terms of the contract.

F. The Performance Security (SD) : The successful bidder must furnish **5% of total contract value for one year** as Performance Security within 15 days after AOC drawn, in favour of Registrar, OUTR, Bhubaneswar payable at Bhubaneswar in the form of Bank Guarantee or Demand Draft from any Scheduled Commercial Bank. The PBG

shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations. EMD of successful bidder will be refunded after receipt of PBG in case of award of contract of successful bidder. Any dues of the University shall be adjusted/recovered from SD. The security deposit will not attract any interest.

G. CONTRACT VALIDITY:

The contract will be operative for a period of **one year** from the date of issue of work order/actual date of commencement. It may be extended for another two more years subject to satisfactory performance on yearly renewal basis. However, in case of unsatisfactory performance of service, it would be terminated by giving one-month notice.

H. TERMINATION OF THE CONTRACT:-

- i. This contract can be terminated under following circumstances.
 - a) The firm not performing it's duties properly as per the agreed terms and conditions of the contract. The University shall decide whether the performance of the firm meets satisfaction or is deficient and to what degree. In such a case the notice period shall be one week. Contract may be terminated on poor service rendered by the Firm.
 - b) For committing breach of the terms & conditions of the contract or assigning the contract or any part thereof by the firm 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.
 - c) The firm being declared as insolvent by the court of law. The notice period shall be one week. During the period of termination of contract in any of the situation contemplate above; the firm shall keep discharging his duties as before till the expiry of notice period. It shall be the duty of the firm 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 OUTF Bhubaneswar.
 - d) By giving one-month notice by the University, without assigning a reason, if in the opinion of the authorities for termination is in the interest of the University. This termination will not be challenged by the firm.

I. JURISDICTION & RIGHT TO AMEND RULES:

The University reserves the right to amend the rules whenever and wherever considered necessary & appropriate. The same shall be intimated to the firm in due course.

K. INDEMNITY: The contractor shall indemnify OUTF against any claim, order, and demand, made by competent authority & in case OUTF was asked to comply such order / direction, OUTF shall be entitled to recover/ adjust the said amount from the dues of the contractors.

L.FORCE MAJEURE: Force Majeure clause will be accepted on adequate proof thereof.

M. WORK TO CONTINUE DURING CONCILIATION / ARBITRATION:

Work under the contract shall be continued by the Contractor during the arbitration proceedings and recourse to arbitration shall not be a bar continuance for the work.

N. Applicable Law:

- (a) The contract shall be governed by the laws and procedures established by Govt. of India/Govt. of Odisha within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings/processing and subject to exclusive jurisdiction of Competent Court and Forum in Odisha only.
- (b) **DISPUTE RESOLUTION:** Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion with authorised person of University and the representative of the concerned parties. If dispute persists this shall be referred to the decision of Vice Chancellor, OUTF. The decision of Vice Chancellor shall be final and binding. If either of the parties hereto is dissatisfied with the decision and the dispute persist it will be referred to the courts under the jurisdiction of the Bhubaneswar court only

ANNEXURE – I

(ON THE LETTER HEAD OF THE FIRM)

LETTER OF UNDERTAKING AND ACCEPTANCE OF TERMS & CONDITIONS OF BID

To

The Registrar,
Odisha University of Technology & Research,
Ghatikia, P.O.: Mahalaxmi Vihar,
Bhubaneswar-751 029

Ref : Invitation of e-Tender Notice No.

Dated.

I/We, the undersigned declare that :

1. I/ We have downloaded / obtained the Bid document(s) for the above mentioned 'Bid' from the web site(s) namely:as per your advertisement, given in the above mentioned website(s).
2. I/ We hereby certify that I / we have read the entire terms and conditions of the Bid documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your university too have also been taken into consideration, while submitting this acceptance letter.
4. I/We are ready to execute the contract in conformity with the tender document, in case we are found successful as a tenderer.
5. Our bid shall be valid for a period of _____ days from the date of opening of price bid and shall not revoke the same.
6. If our bid is accepted, I/We undertake to comply all other formalities as per the tender document and Work order.
7. I/we also declare that neither our firm/company/Proprietorship concerned was blacklisted in past nor any of our office bearer was convicted in any court of law.
8. The detailed particulars of the tenderer are mentioned and attached separately.
9. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your university shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours sincerely,

Authorized signatory of the Bidder

(Authorised person shall attach a copy of the authorization for signing on behalf of the Bidding Company) Full name and designation

ANNEXURE – II**TECHNICAL BID in Cover 1****BIDDER'S PROFILE FOR MAINTENANCNE OF LAWNS AND GARDEN**

Sl. No.	Information required	Details to be filled up by the bidder
1	Name of the Organization / Agency	
2	Complete postal address with pin code	
3	Telephone / Mobile No	
4	E mail Id	
5	Name of representative with Mobile No	
6	Details of Tender Fee : DD No, date & amount	
7	Details of EMD : DD No, date & amount/Bid Security declaration form	
8	GST Registration Number (with copy of GSTIN)	
9	PAN Number	
10	IT Return for the last three financial year (copy attached)	
11	ESIC No. (Copy attached)	
12	EPF Number (Copy attached)	
13	Experience in maintenance of Lawn and Garden services (in years)	
14	Labour License No. (Copy attached)	
15	Average Annual Turnover for the last three years (2021-22, 2022-23, 2023-24)	
16	Bank Acct No (copy of the cancelled cheque or Xerox copy of Passbook / cheque leaf)	
17	Additional Information (if any)	

Signature of the applicant

(Full name of applicant)

Stamp & date

Note : This is to be furnished on the letter head of the organization

ANNEXURE – III

FORM FOR FINANCIAL CAPACITY

Description	Financial Years		
	2021-2022	2022-23	2023-24
Annual Turnover			
Net Worth			
Current Asset			
Current Liabilities			
Total Revenue			
Profit before Tax			
Profit after Tax			

CERTIFICATE BY CHARTERED ACCOUNTANT

I / We, _____, Chartered Accountants, certify that the figures regarding overall Annual Turnover and profit earned for the financial years mentioned above in respect of M/s. _____ are checked and found correct and true as per their Books of Accounts and other related records.

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT

NAME , ADDRESS AND CONTACT DETAILS :

UDIN :

**Signature of Authorized person
With agency seal**

ANNEXURE- IV

(To be given on the Company letter head)

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.

Signature of authorized signatory
Name:

Seal:

Date:

Place:

ANNEXURE- V

CERTIFICATE REGARDING WORK ORDER/CONTRACT FOR MAINTENANCE OF LAWN AND GARDEN DURING LAST THREE YEARS EXECUTED BY THE BIDDER as on 31/03/2025

Give details of the major Maintenance of Lawn and Garden handled by the tenderer during the last three years in the following format.

Sl. No.	Name of the client, address, telephone No	Duration for which Maintenance of Lawn and Garden Contract was Awarded.		No. of gardening personnel engaged	Contract Value (Rs. Lacs)
		From	To		

Minimum 3 years of work experience in a leading national level research and academic institutions or university, Govt. Offices/ Organisations, Public undertaking organisations etc.

* Enclose photocopies of the contract/work order serially in the order, as mentioned in the format above for the ease of scrutiny)

** Renewal of a contract is to be treated as one project.

(Signature of the authorized signatory)

Place :

Date :

Seal

ANNEXURE – VI

To be submitted in COVER B (Financial Bid)

Financial Proposal

FINANCIAL BID **(To be submitted in Cover-2)**

In Cover 2 : As per BoQ in Ms-Excel Format :

FINANCIAL BID/BOQ

Name and Address of the Bidder:

Price Details :

Sl. No.	Particular	Unit price per sq.mt. inclusive of all taxes excluding GST per month in Rs.	Total Area in sq. mt.	Total amount per month without GST	Total amount with GST	Total amount with GST in Words
01	Maintenance of Lawn and Garden	Not to be quoted here	1,07,148			

Place: (Sign and Seal of Authorised Representative)

Date:

Note : The bidders shall take into account the expenses to be incurred and statutory dues (Income tax, TDS @ 2% and GST TDS @ 2% from gross bill etc.) while quoting the price. The price quoted by the Bidder shall cover profit, insurance, Medical expenses, admin expenses, contingency, interest cost (if any), other service benefits of all employees such as casual leave, sick leave, holiday wages and any other cost that the Bidder envisages.

ANNEXURE – VII

CRIMINAL LIABILITY UNDERTAKING

(SELF DECLARATION : ON THE FIRM'S LETTER HEAD)

Date:_____

To
The Registrar,
Odisha University of Technology & Research,
Ghatikia, P.O.: Mahalaxmi Vihar,
Bhubaneswar-751 029

The bidder has to furnish a certificate as per the format specified below along with the bid for not committed any offence.

I aged about S/o.....
Proprietor/ Partner/ Director of M/s._____
At:_____ Po: _____, P.S:_____,
Dist:_____ do solemnly pledge and affirm that I/my firm/company have not
committed any offence.

- (a) Under the Prevention of Corruption Act 1988; or
- (b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (c) That neither any criminal case nor any vigilance case is pending against me/my firm/company before any forum.
- (d) I/my firm/company have not been blacklisted/debarred by any Central/State Government Organisation/Bodies for the last 3 years.

DEPONENT (Bidder)

Name
Address

BID SECURITY SELF DECLARATION FORM

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with Odisha University of Technology and Research, Bhubaneswar for a period of Two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to fur
- c) furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on _____ day of _____(insert date of signing)

Corporate Seal (where appropriate)

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

ANNEXURE – X

CHRONOLOGICAL ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID. (All the pages are to be numbered)

Please Note: All the documents should be indexed in front page of technical bid with proper Page No. because it is difficult to trace out the particular document for which authority will not be held responsible.

CHECKLIST FOR PREPARATION OF TENDER

Sl. No.	Particulars	Yes / No	Page No.
1	Have you submitted the self-attested copy of valid Registration number of the firm/agency/ Legal Entity ?		
2	Have you read and understood various conditions of the tender and willing to abide by them and submitted the form ?		
3	Filled in Format for details of Tenderer (Annexure)		
4	Have you submitted tender cost of Rs. 2,000/- in the shape of demand draft (DD)?		
5	Submitted EMD of INR 6,000/- in the shape of demand draft (DD) Or bid declaration form ?		
6	Have you attached self-attested copy of the documents to show the financial status of last 3 financial year (Annual turn over)?		
7	Have you attached Self attested copy of firm/company PAN with last 3 year IT Returns(Financial Year 2021-22, 2022-23, 2023-24)		
8	Have you attached copy of registration certificate of GST		
9	Have you attached copy of registration certificate of EPFO,		
10	Have you attached copy of registration certificate of ESIC,		
11	Have you attached copy of registration certificate of Labour license		
12	Copy of Audited Balance sheet of firm/company last three years (Finance year 2021-22, 2022-23, 2023-24)		
13	List of present and past clients during last Three financial years as per Annexure V in any Government / Semi-Government / Autonomous Bodies / PSU etc. with sufficient proof of experience attached.		
14	The registered Office or one of the branch offices should be located in Bhubaneswar		
15	Valid registration certificate issued by District Labour Officer for caring on business of commercial purpose.		
16	Have you submitted Self Declaration for Non blacklisted		
17	Any other		

Signature of the Tenderer
Stamp & date

ANNEXURE-XI

Model Bank Guarantee Format for Performance Security

WHEREAS..... (name and address of the supplier)
(hereinafter called “the supplier”) has undertaken, in pursuance of contract no. dated
to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the day of, 20.....

Our..... branch at* (Name & Address of the
.....* branch) is liable to pay the guaranteed amount depending on the filing of
claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our
.....* branch a written claim or demand and received by us at our*
branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this
guarantee thereafter.

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

* Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarter