



NATIONAL CENTRE FOR DISEASE INFORMATICS AND RESEARCH (Indian Council of Medical Research)

Department of Health Research, Ministry of Health and Family Welfare, Government of India, Nirmal Bhawan-ICMR Complex (II Floor), Poojanahalli, N.H–7, B. B. Road, Kannamangala Post, Bengaluru–562 110 (India)

(Visit us at <u>www.ncdirindia.org</u>)

Tender No. NCDIR/ICMR/326/2019-20

LIMITED TENDER FOR RENOVATION, DEVELOPMENT AND MAINTENANCE OF GARDEN, LAWNS, FLOWER BEDS ETC., AT NIRMAL BHAWAN ICMR COMPLEX, BENGALURU

Name of the tenderer_____

Cost of Tender Document – ₹. 500/-





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NATIONAL CENTRE FOR DISEASE INFORMATICS AND RESEARCH

Indian Council of Medical Research, Bengaluru

<u>TENDER NOTICE</u> Sealed tenders are invited under two bid systems at National Centre for Disease Informatics and Research (ICMR) Bengaluru

	SCHEDULE				
SI. No.	Activity Description	Schedule			
1.	Tender No	No. NCDIR/ICMR/326/2019			
2.	Sale or downloading of tender Document	24/1/2020 [5:00 PM] to 20/2/2020 [5: 00 PM] Tender document can be collected from NCDIR office or downloaded from our website <u>www.ncdirindia.org</u>			
3.	Time and last date of depositing Tender/Bid	24/2/2020 up to 5:00 PM			
4.	Time and date of Opening of Technical Bid	25/2/2020 at 1:30 PM			
5.	Time and Date of opening of Financial Bid	The Financial bid will be opened after evaluation of technical bid, which will be announced later.			
6.	Minimum Validity of tender Offer	180 days from the date of Opening of tender			
7.	Estimated Cost of Tender	Rs. 10,00,000/-			
8.	Amount of EMD to be Deposited	Rs. 25,000/-			
9.	Duration of contract	In the beginning, the contract shall be on a trial basis for three months only, and thereafter, it would be extended for a further period of nine months. If the services are found to be satisfactory during the trial period of the Agency, the contract may be renewed at the discretion of NCDIR on year to year basis for a maximum period of three years, including the trial period.			
10.	Cost of Tender Document	₹ 500/-			

DIRECTOR NCDIR (ICMR) BENGALURU





Instructions for filling up the Tender

The instructions, specifications given herein will be strictly binding on the tenderers and deviation, if any, makes the tender liable to be considered invalid. Tenders incorporating additional conditions by the tenderers will be rejected summarily.

Before submitting the tender, the tenderer shall examine carefully all specifications and drawings. Contractor shall be required to enter into an agreement with the National Centre for Disease Informatics & Research, Bengaluru governing the terms of the contract on Non-judicial stamp as per the pro-forma enclosed.

- 1. <u>As a token of their acceptance, the tenderers have to return following documents duly signed on all the pages with official seal</u>
 - I. General terms & conditions
 - II. Pro-forma of agreement
 - III. General technical specifications
 - IV. Undertaking
 - V. Declaration
- 2. Eligibility criteria: (i) Contractors should have large nurseries in Bangalore. (ii) The Contractors should also have a minimum of 5 years of experience in providing the service of development and maintenance of gardens, lawns, flower beds, hedges etc., to large establishments like PSUs, Autonomous Bodies or private organisations (iii) They should have sufficient machinery and tools, etc. at their disposal for which they should also submit details. The applicant should have successfully completed at least 2 service in Central/State government departments/organizations/autonomous bodies/corporations in the maintenance of gardens and laws each costing not less than Rs.15 lakhs per annum or 4 service contracts in central/statement government departments/autonomous bodies/PSUs, private organisations etc., each costing not less than Rs.8 lakhs per annum during the last five years, on the date of application. The applicant shall submit along with the application the certificates of the aforesaid works from the clients. The applicant shall submit along with the application the certificates and Rs.10 lakhs from his bankers. Such certificate shall be issued by a scheduled bank and shall be submitted along with Part 1 of the tender.
- 3. A token Earnest Money Deposit (EMD) of Rs.25,000/- and tender fee of Rs.500/- shall be deposited by way of Demand Draft/Banker's Cheque drawn on any Nationalized / Scheduled Bank only (Not from any cooperative bank/society) in favour of 'Director, National Centre for Disease Informatics and Research' payable at Bengaluru. EMD shall be returned to unsuccessful tender(s) immediately but not later than one month from the date of opening of the tender. No interest will be paid on the Earnest Money deposited with NCDIR. EMD and Tender fee are not applicable for contractors having valid MSME/NSIC registration certificates.
- 3. Tender should be placed in double sealed cover super scribing "Tender for renovation, development and maintenance of garden, lawns, flower beds etc., at ICMR Complex-Nirmal Bhavan, Bengaluru'.
- 4. The Contractor shall furnish his/firm's GSTN.
- 5. Incomplete tenders will be rejected. Overwriting in the 'Commercial bid' is not permitted and shall be rejected.
- 6. Telegraphic and conditional offers shall not be accepted.
- 7. Tenders will be received at NCDIR, Bengaluru up to 24.02.2020 [5.00 PM[and will be opened on 25-1-2020 at 1.30 p.m. in the meeting room on 2nd floor of NCDIR, ICMR Complex-Nirmal Bhavan,





<u>Poojanahalli Road, Bengaluru 562110</u> in presence of tenderers, if any present, at the time of opening of the tender. Offer received after the due date and time shall not be accepted.

- 8. The authorities of NCDIR, Bengaluru do not bind themselves to accept the lowest tender, and reserve the right to reject or accept any or all tenders wholly or partially without assigning any reason whatsoever.
- 9. The tenderers shall inspect the ICMR Complex and assess the exact nature of the landscape and assess the accrual requirements for development and maintenance of garden, laws, flower beds etc., in the campus, including availability of water sources and potential of composting by using the day to day garden waste.
- 10. Tender must be submitted in two separate sealed covers marked PART-I and PART-II.
- 11. The contents of **PART- I & PART- II** will be as follows:
 - I) <u>PART I:</u>: This sealed cover shall contain –
 - a) EMD of **Rs.25,000/-** in the form of a Bank Draft/Banker's Cheque drawn on any Nationalized/Scheduled bank only (Not from any cooperative bank/society) in favour of "Director, National Centre for Disease Informatics & Research" payable at Bengaluru. Micro & Small Enterprises (MSME) registered under Single point registration scheme of NSIC are exempted from payment of EMD and Tender Cost. Copy of such registration certificate may be attached.
 - b) General terms & Conditions, Technical specifications, Pro-forma of Agreement (not to be filled at tendering stage) and Declaration duly signed on all the pages with office seal of the tenderer.
 - c) Forwarding letter indicating the documents attached therein. Further, it should be clearly stated that the tenderer has not quoted any extra conditions in the offer form in the Part II and that the tenderer is not related to any employee of Indian Council of Medical Research and any of its Institutes including NCDIR, Bengaluru.
 - II) PART-II: The Sealed Cover shall contain only The OFFER FORM & COMMERCIAL BID (PART II) duly filled in all the columns superscribing the name of the work and shall not have any conditions whatsoever. If any such additional conditions are found, it will not be taken into consideration and will not form part of the tender.

Part II of the tender shall be opened, only if all the conditions of Part-I are fully met.





Covering letter and Declaration

To The Director, National Centre for Disease Informatics & Research ICMR Complex-Nirmal Bhavan Bengaluru-562110

Sub: Submission of tender for Renovation, Development and maintenance of garden, lawns, and flower beds etc., at ICMR-Complex, Nirmal Bhavan

Sir,

We are submitting the tender for the Renovation, Development and maintenance of garden, lawns, flower beds etc., at ICMR Complex, Nirmal Bhavan. Please find the following documents enclosed.

PART - I (In a separate cover marked as Part I)

- 1. EMD of Rs.25,000/- in the form of a Bank Draft/ Banker's Cheque No. ______ drawn on Nationalized / Scheduled Bank only (Not from any cooperative bank/society) Dated ______ for Rs._____ drawn in favour of 'Director, National Centre for Disease Informatics & Research and payable at Bengaluru'. Contractors having valid MSME/ NSIC certificates may enclosed copies of the said certificates.
- 2. Tender fee of Rs.100/- in the form of a Bank Draft/ Banker's Cheque No. ______ drawn on Nationalized / Scheduled Bank only (Not from any cooperative bank/society) Dated ______ for Rs._____ drawn in favour of 'Director, National Centre for Disease Informatics & Research and payable at Bengaluru'.

(To be furnished separately)

Contractors having valid MSME/ NSIC certificates may enclosed copies of the said certificates.

- 3. <u>General terms & Conditions, Technical specifications, Pro-forma of</u> <u>Agreement and Declaration duly signed and with office seal of the</u> <u>tenderer</u>
- 4. Documentary proof such as work orders, completion certificates for similar work undertaken in other large establishments for the past 10 years

PART - II (In a separate cover marked part II)

- 1. Offer Form and Commercial bid duly filled
- 2. Work plan showing zone wise distribution and deployment of manpower & machineries for garden maintenance works as per clause of 8 of General Terms and Conditions of Notice Inviting Tender (NIT)

<u>Certified that I am in no way related to any employee of the Indian Council of Medical Research and its</u> <u>Institutes including National Centre for Disease Informatics & Research, Bengaluru and we have not put any</u> <u>extra condition in the part II of the tender.</u>

> Signature of the Tenderer / Authorized Attorney (In case of Authorized Attorney, enclose a copy of authority)

> > **Office Seal:**

Date:





<u>Part –I - Technical Bid</u>

National Centre for Disease Informatics & Research (National Council of Medical Research) Nirmal Bhawan - ICMR, Complex, Poojanahalli, Bengaluru – 562 110

NOTICE INVITING TENDER [NIT]

Renovation, Development and Maintenance of garden, lawns, flower beds etc., at NCDIR, Bengaluru

GENERAL TERMS AND CONDITIONS (GTC)

Sealed tenderers are invited from the reputed and experienced agencies for **Renovation**, **Development and maintenance of garden**, **lawns**, **flower beds ets.**, **at NCDIR**, **Bengaluru** on contract basis.

- 1. Tenders submitted in double sealed cover with the name of the work written on the envelope will be received up to 5.00 p.m. on 24.02.2020 along with earnest money of Rs.25,000/- (Rupees twenty five thousand only) and tender fee of Rs.500/- in the form of demand draft or Banker's cheque drawn in favour of Director, NCDIR, Bengaluru and payable at Bengaluru. *EMD and Tender fee are not applicable for contractors having valid MSME/ NSIC registration certificates.*
- 2. The term "**NCDIR**" wherever mentioned in the NIT shall mean the authorities of NCDIR Bengaluru and the term "**Agency**" wherever mentioned in this NIT shall mean the Agency selected for award of the contract.
- 3. NCDIR does not bind itself to accept the lowest tender and reserves the right to reject or partially accept any or all the tenders, tendered items or schedules received and the work may be awarded to one or more parties and the decision of the NCDIR will be final and binding in this regard.
- 4. Tenders, which do not fulfill all or any of these conditions or are incomplete in any respect, are liable to summary rejection without assigning any reason whatsoever.
- 5. Tenders incorporating additional conditions are liable to be rejected.
- 6. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Agency who resort to such canvassing will be liable to rejection on this ground alone.
- 7. Before quoting the rates the Agency must assess the quantum of work involved after going through the specifications & Bill of Quantities of work and physical inspection of the premises thoroughly. No claims for additional payments would be entertained arising out of agency's ignorance of site conditions.
- 8. **In Part-I** of the tender the agency shall submit a detailed **WORK PLAN** showing zone wise distribution and deployment of manpower & machineries for garden maintenance works like: Lawn mowing, hedge/edge trimming, development & maintenance of seasonal flower beds and potted plants, cleaning and de-weeding etc., in the following format.
 - a) Daily garden maintenance schedule of various works as detailed above including manpower & machineries deployment in various zones as stated below.
 - b) Month wise schedule for the entire year for development & maintenance works of garden including seasonal flower beds and pots including requirement of materials, seedlings etc.
- 9. In respect of all persons engaged for rendering the services directly or indirectly by the agency for the concerned work, the agency shall be considered as principal employer as per Contract Labour (Regulation & Abolition) Act 1970. The agency shall pay wages as prescribed by the Chief Labour





Commissioner (Central) and shall abide by all and every kind of legislation that are incidental to and concerned with such deployment of persons for the time being for carrying out and rendering such services. The agency shall observe duly at all time the provision of the Employment of Children Act 1938 and any other enactments made in this regard.

ZONES:

Zone I: Parking-cum-garden area in front of Main Building **Zone II:** Garden area and laws surrounding Canteen and Guest House **Zone III:** Areas not covered under Zone I and Zone II

Note: Part II of tender shall be opened only in respect of such agencies who have submitted their work () plan in Part-I of the tender.

CREDENTIALS

- 10. The Agency must have a local office at Bengaluru with a regular telephone and other means of communication like fax/e-mail etc, both in the office as well as in the residence(s), of Partners / Directors / Proprietor. The Agency shall declare in writing that none of their institute/ centres and partners are any way related to any Officer of Indian Council of Medical Research and its units including NCDIR, Bengaluru.
- 11. The agency should have valid license for development and maintenance of garden, lawns and nursery. The agency should have at least 5 years of experience in the field of development and maintenance of large gardens, lawns, flower beds etc., and produce documents such as work orders, work completion certificates from various clients in this regard.
- 12. The Agency shall furnish valid GSTIN Registration certificate, Firm Registration certificate, PF / ESI Registration, copy of TAN / PAN card along with the Part-I of the tender.

RESPONSIBILITIES OF THE AGENCY

13. The Agency shall be responsible and liable for payment of the wages, EPF, ESIC, Bonus etc. to the staff employed by them according to the laws of Govt. of India, Labour department and also for any liability arising under the Workmen's Compensation Act, or any other law, for the time being in force, and for the performance of all the obligations which may be imposed by the Employees State Insurance Act and any other statutes operating in that behalf. The agency shall have to abide by the Minimum Wage legislation and must pay minimum wage as per law of the Govt. of India to their staff deployed for the purpose of the contract. The wages shall be revised from time to time as per statutory norms. The agency shall indemnify NCDIR against any such liabilities arising out of non-compliance of any of the acts, rules or orders of the Govt. /Statutory authority. Wages shall be disbursed by the Agency to their labourers to their respective SB Accounts electronically on or before 10th of every month.

The Agency shall quote their rates based on the rates of minimum wage applicable in the establishment of NCDIR, Bengaluru, which is a unit of Indian Council of Medical Research, an organization functioning under the Govt. of India. The agencies must invariably furnish a copy of the relevant Govt. order with their offers, clarifying applicability of the particular rates of minimum wages. The Agency shall also be responsible to provide for weekly off and other benefits to the staff engaged by them. NCDIR shall not be responsible in the service matter relating to the agency's staff and casual labour in any manner.

14. The Agency shall submit the proof of having transferred the amount of contributions claimed by them on account of ESI and EPF towards the persons deployed at NCDIR in their respective names





each month along with a copy of acquittance roll while submitting their bills for the subsequent month. In case the Agency fails to do so, their bills will be paid only on submission of required documents.

- 15. Monthly Register of wages paid to the labourers is to be maintained by the agency. However, NCDIR shall have the right to check the documents reg. disbursement of wages electronically to the labourers.
- 16. The Agency shall obtain necessary License etc, as required under the Contract Labour (Regulation & Abolition) Act, 1970 or any other act as may be applicable.
- 17. Security deposit shall be 10% of the gross value of work awarded and to be paid by the agency to the NCDIR in the form of a demand draft/banker's cheque drawn in favour of 'the Director, NCDIR and payable at Bengaluru or a Bank Guarantee in appropriate format, which shall hold good for the tenure of the contract. Security deposit shall cover risk or any loss **caused to the NCDIR due to fraud, theft, pilferage etc., the responsibilities for which are attributable, directly or otherwise, due to the negligence or inefficiency on the part of the agency or their employees, or any breach of contract of whatsoever nature or form on the part of the agency. In the event of any such occurrence and/or breach of contract, the amount of compensation, as assessed by NCDIR shall be recovered either from the bill for monthly service charges due to the Agency or from their security deposit.**
- 18. During the period of this contract, the Agency shall provide proper and adequate service and perform their duties diligently, honestly and to the entire satisfaction of NCDIR. The Agency shall constantly keep in touch with NCDIR regarding their services and abide by all instructions and directives issued by NCDIR in this regard.

The Agency shall give or provide all necessary superintendence during the execution of the work for proper fulfilling of their obligations under the contract.

- 19. The agency will submit a list of their personnel that shall be deployed at NCDIR indicating their names, addresses and age. The agency will have to provide them with Photo IDENTITY CARDs. The Agency shall **make proper verification of the particulars of their employees before issuing** proper identity cards to **their** employees to facilitate verification of their identity by NCDIR at any time for the purpose of this contract. They shall always be in possession of the identity card while inside the premises of NCDIR. The credentials of the labourers must be verified with the local police authorities before deployment at NCDIR.
- 20. The agency shall maintain all relevant registers in the premises of NCDIR which may have to be presented for inspection by the concerned Labour Welfare Authorities.
- 21. Attendance Register of persons deployed for the purpose of contract will have to be maintained by the agency. The Register will be kept in NCDIR main gate.
- 22. The personnel employed by the agency shall not be below 18 years of age and should not be above 55 years. If need arises, the age could be verified by the Competent Authority.
- 23. The Agency shall ensure compliance of all Acts, Rules and statutory orders in force with regard to deployment of their staff in the premises of NCDIR for the purpose of this contract and shall keep NCDIR indemnified against any liabilities arising out of non-compliance of any of the Acts, Rules or Orders on their part.
- 24. Any amount due to NCDIR arising out of the contract will be recoverable from any amount due to the agency.
- 25. The Agency shall be liable to comply with the directions of NCDIR to remove within 24 hours of receipt of such direction, any member of their staff deployed for the purpose of this contract and shall make immediate necessary alternative arrangements to ensure proper and adequate services.





- 26. If the agency neglects and fails to fulfill his contractual obligation due to reasons attributable to him, the same should be considered as breach of contract on the part of the agency. Under such cases, NCDIR would have full right to terminate the contract with imposition of penalty. The quantum of penalty will be determined by NCDIR subject to the maximum of 10% of the contract value. Regarding determination of penal amount, the decision of NCDIR will be treated as final and binding.
- 27. Services to be provided by the agency to NCDIR should be uninterrupted under all circumstances. The agency shall be responsible for providing replacement of staff of different categories to be engaged by the agency in the event of their absence due to leave or any other reasons whatsoever. No additional payment for such replacement will however be made by NCDIR. In case of failure on the part of agency to provide proper replacement as and when the same would be required, NCDIR would have full right to appoint required staff to ensure uninterrupted garden maintenance and development at the risk and cost of the agency. The cost of such replacement along with a penalty charge per head per day will be recovered from the dues of the agency to NCDIR.
- 28. All employees deployed by the Agency for rendering these services in NCDIR, must remain in proper uniforms. The Agency shall supply at their cost uniforms, raincoats and other items required for carrying out the work. The agency shall ensure that all his employees are in their uniform during the duty hours.
- 29. The Agency on completion of the specified term of contract or on termination of the contract shall peacefully vacate the premises of NCDIR and remove/relocate all their persons and materials from the campus within 24 hours.
- 30. The Agency shall be responsible for observance and compliance of different laws as in force and they shall ensure that no demonstration / agitation of any kind takes place inside or near the premises of NCDIR by persons engaged by the Agency.
- 31. NCDIR shall have no responsibility for providing living accommodation to the personnel deployed by the Agency. For this purpose, the working hours of the labourers of the Agency at NCDIR campus shall be between 9 AM & 5.30 PM on all days and their weekly off shall be Sunday.
- 32. The area and scope of work will be as per the requirement of NCDIR from time to time. For any extra work arising out of special programmes or exigencies the Agency shall provide the necessary extra manpower corresponding to the requirement of services immediately for which advance intimation would be given 24 hours in advance by NCDIR.
- 33. NCDIR shall pay to the Agency nothing more than the amount as may be due under the contract terms.
- 34. The agency shall ensure that the staffs employed by them are polite and courteous to all members and visitors of NCDIR and they should maintain high standard of discipline, decency and decorum, failing which such person(s) shall immediately be replaced on demand from NCDIR.
- 35. The agency shall ensure that the staff employed by them do not suffer from, any legal disqualification for services by reason of any law or from any other cause whatsoever.
- 36. The agency shall ensure that the staff employed by them are physically fit and are free from any disease, injury or illness, contagious or otherwise.
- 37. The agency shall forthwith disallow and withdraw any employee, servant or agent employed by the agency from entering the premises of NCDIR; if NCDIR authorities feel that his/ their presence is detrimental to the interest of NCDIR.
- 38. The agency shall quote balanced rate. Quantities given in the schedule are tentative and may vary up to any extent. NCDIR reserves the right to execute or to delete any item or increase or decrease any quantity or quantities. Rates quoted in the tender shall be binding for all such variation in quantities.





- 39. The payment shall be made on monthly basis on submission of the pre-receipted bill, in duplicate, based on the actual measurements on the basis of the satisfactory performance of the work duly certified by the authorized representative of NCDIR within 30 working days after receipt of the bill. There shall be joint fortnightly inspection of the entire garden/lawns at NCDIR premises in presence of representatives of NCDIR and the agency and the monthly payment shall be released only on the basis of two such fortnightly inspection reports. Shortcomings or deficiencies, if any, observed during the inspection shall be rectified by the agency immediately, failing which proportionate deductions, as may be deemed fit, by NCDIR authorities shall be made from the monthly bill(s) of the agency.
- 40. Income tax will be deducted at the prescribed rate from the monthly bill of the Agency and the same would be deposited with the Income Tax Authority by NCDIR.

PENALTY

41. In the event of any deficiency in the service rendered by the agency, any time during the currency of the contract, NCDIR shall impose a suitable penalty which may be recovered from the monthly bill(s) of the agency. The decision of NCDIR shall be binding on the agency.

TENURE AND VALIDITY

- 42. Rates quoted by the agency shall remain **valid for three years** with effect from date of placement of order. Initially, the tenure of the contract shall be for a period of **ONE YEAR** from the date of commencement of the work. Out of this, *the first three months shall be treated as 'a trial period'* in order to assess the capability of the agency in terms of their performance & services for further continuance. Poor performance during the trial period shall result in termination of the contract. The contract can be renewed for a further period of TWO YEARS on year-to-year basis subject to the satisfactory performance and services by the agency.
- 43. The contract can be terminated by NCDIR at any time without notice in the event of gross security risk or gross damage to NCDIR property due to Agency's failure or persistent failures of the Agency in providing satisfactory service to NCDIR and the decision of NCDIR in this regard shall be final and binding on the Agency.
- 44. For reasons other than mentioned in the clause above, the contract can be terminated by either party by providing clear three months notice in writing.

ARBITRATION

45. In case of any dispute arising out of this contract between NCDIR and the Agency, the matter shall be referred to the sole arbitration of a person to be appointed by the Director, NCDIR on receipt of a formal/written request with details of the dispute, from either NCDIR or the Agency. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The submissions shall be deemed to be submissions to arbitration under the Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof and of the rules made there under for the time being in force.





SUBMISSION OF TENDERS:

- 46. The tender must be submitted in two separate sealed covers marked Part-I and Part-II and addressed to NCDIR and each must be superscribed by 'Tender Renovation, Development and maintenance of garden, lawns and flower beds etc., at NCDIR, Bengaluru"
 - A. The contents of Part-I and II will be as follows:
 - a) The sealed cover marked Part-I shall contain the flowing documents only:
 - i) Earnest Money deposit of Rs.25,000/- and tender fee of Rs.500 in the form of a Demand Draft or Banker's Cheque, as described in clause 1 of the Notice Inviting Tenders.
 - ii) A copy of uptodate & valid income tax clearance certificate duly self-attested and the latest Income Tax Return / copy of PAN card.
 - iii) Forwarding letter (in duplicate) clearly indicating the documents attached therein. The agency has to clearly indicate in the forwarding letter that they have not quoted any extra condition along with the tender in the Part-II sealed envelope.
 - iv) Declaration as per clause 10 above.
 - v) Copies of work orders, completion certificates etc., for similar work undertaken or being undertaken by the Agency in other large establishments for the past 10 years.
 - vi) Detailed **Work Plan** of the agency indicating details of their proposed plan of execution of the work along with manpower / machineries deployment as per clause 8 above.
 - vii) The NIT containing clauses from 1 to 46 and format of the agreement duly signed and sealed by the Agency on all pages in acceptance of the terms and conditions.
 - b) The sealed cover marked Part-II shall contain the tender set itself superscribing the name of works and giving no additional condition. If any extra condition is found in this cover, it will not be taken into consideration and will not form a part of the tender or the tender is liable to be rejected for such reason.
 - c) For the purpose of opening of tenders, as described in the Notice Inviting Tender, it is clarified that only the sealed envelope marked Part-I will be opened first. After the authority opening the tenders is satisfied that the documents in the envelope marked Part-I are in order, the other sealed cover marked Part-II may be opened subsequently or/or a date to be informed separately to the tenderers. In case documents in envelope marked Part-I are not in order in respect of a tenderer, the sealed cover marked Part-II containing the tender set may not be opened at all and may be returned to the agency treating it as invalid and his/their acknowledgements will be obtained in token of receipt of the same.

B. SCOPE OF WORK:

The agency shall be responsible for the renovation, maintenance and development of the garden, lawns, flower beds etc., in the premises of ICMR Complex at Poojanahalli Road. During the contract period, the garden premises shall be kept in a spic and span condition to the satisfaction of NCDIR authorities by the agency.





1. For maintenance work: the agency shall be responsible for the following:

- i) Regular watering of plants, seedlings, trees, saplings, lawns etc.
- ii) Regular de-weeding of unwanted plants to keep the lawns free from weeds.
- iii) Manuring of plants, trees, shrubs, lawn, hedges, beds etc. as and when required or as per the instructions of NCDIR authorities. The agency shall help in preparing appropriate composting mechanism in NCDIR campus in order to facilitate preparation of organic manure by using wet waste/garbage and additional manure shall be supplied by NCDIR, as and when required. The compost shall be operated and managed by the agency so as to generate adequate organic manure for day to day maintenance and growth of various plants, hedges, flower beds etc. Chemical fertilizer may be used only when there is organic manure is not adequate or ineffective.
- iv) Regular lawn mowing by motorised/petrol driven lawn mowers in the following manner or as and when required or as per the direction of NCDIR authorities:

a) In summer and winter, lawn mowing shall be at an interval of 7 to 10 days in all the zones.
b) In rainy season lawn mowing shall be at an interval of 5 to 7 days in all the zones.
c) At any point of time the height of the grass shall not be more than 2".

- v) Regular hedge/edge trimming at an interval of 7 to 10 days in summer and winter and 5 to 7 days in rainy season or as and when required or as per the direction of the NCDIR authorities for keeping it in required shape.
- vi) Replacement of trees, plants, shrubs, hedges/edges etc. on ground and in pots, if they wither away
- vii) Seasonal flowering plants including potted ones such as different varieties of marigold, rose, jacaranda etc.,
- viii) Development and maintenance of orchid plants
- ix) Regular trimming of plants and shrubs.
- x) Regular cleaning of tree basins and pots.
- xi) Earthing up of plants in pots as well as those planted on ground.
- xii) Removal of dry leaves and branches of trees and plants.
- xiii) Spraying organic insecticides, pesticides as and when required/advised.
- xiv) Potting, repotting and painting of pots.
- xv) Plant propagation by grafting, cutting etc.
- xvi) Maintenance of a regular nursery over 500 Sqt. Area.
- xvii) Establishing and maintenance of compost pit.

2. For maintenance of the rosary, the agency shall be responsible for the following:

- i) The agency shall be responsible for replacement of dead plants with new saplings.
- ii) Regular pruning as well as plucking of dry flowers without damaging plants.
- iii) Earthing up of rose plant basins, nursing of plants, removing weeds and keeping plant basins free from weeds.
- iv) Regular spraying and dusting of insecticides/pesticides, as and when required, depending on the magnitude of infection. The Agency shall use organic insecticides/pesticides as far as possible. Common Campus Management committee.





3. For development of lawn, the agency shall be responsible for the following:

- i) Ground to be dug 30cm. deep by manual/ mechanical means.
- ii) Clods to be broken and spread 2-3 times at interval.
- iii) 1 finch sand, 100 kg. bone meal to soil per 80 sq.m. area to be added, levelled and rolled lightly.
- iv) Grass roots to be supplied & dibbled 5cm. apart and addition of ammonium sulphate 100 gms. per two and half gallon water.
- v) Recommended grass Zoysuia Tenuifolia (Korean Grass)
- vi) De-weeding on regular basis, removing Mutha grass, Odu grass etc.., mowing of lawn grasses at regular intervals and applying suitable nutrients for healthy smooth lawn grass.
- vii) Treating lawn grass from time to time against fungal attack.
- 4. Materials required for the work like pots, good earth, manure, fertilizers, organic and chemical insecticides, pesticides, seasonal seeds, seedlings, plants, shrubs, Mexican grass etc, will be supplied by the Agency may be needed, the quantities shown in the tender are indicative and not exhaustive. NCDIR shall release payment against bill supported by challan as per actual quantity duly certified by NCDIR authorities.
- 5. Source of water will be made available by NCDIR at various points all over the garden. The agency shall be responsible for drawing the water from the source points with necessary hose pipes for gardening purpose preferably through sprinkler system.
- 6. The agency shall ensure high standard of working as well as supervision in ICMR campus. The agency shall deploy manpower as per the work plan submitted along with the tender including a full time experienced supervisor. The agency shall also deploy additional manpower & equipment as and when required at no extra cost to keep the entire garden area upto the satisfaction of NCDIR authorities.
- 7. The agency will provide all necessary tools & plants, viz., lawn mowers motorized (Petrol driven), hose pipes, garden shears, secateurs, sprayers, dusters, weeding hooks, brooms, baskets, roller, spades, sickles, swords, shovels, pick-axes, Dao, gumboots, gloves, rain coats etc. to their labours. There should be provision for duplicate sets to make good during breakdown or repair of any of the above tools.

i.	Petrol driven hedge trimmers	_	1 Nos. (do)
ii.	Petrol driven Brush cutter	-	1 Nos. (do)

In no case the petrol driven lawn movers, hedge trimmers and brush cutters should be out of work and the agency fails to provide replacement for a continuous period of more than three days, a sum of ₹500 per day per each equipment will be charged as penalty for the period exceeding three days, if the above equipments are out of order.

- 8. Cutting the grasses, unwanted weeds and climbers from all divisions of the garden including fencings, boundary walls, regularly and / or as will be decided / directed by the officers and supervisors of NCDIR.
- 9. Maintenance of trees and plants in the ICMR Complex and taking preventive measures to safeguard them from termite attack.
- 10. Mowing, brushing and dressing the grasses, herbaceous and shrubby weeds regularly.





- 11. Every care should be taken during the cleaning operations so that no damage is caused to the part or parts of the plants, which are introduced and maintained by NCDIR authority.
- 12. Maintenance of pathways lawns, meadows, hedges, palm groves etc.
- 13. Supervising the mali and other staff of the garden for preparation of beds, pots, digging for preparation of pits, pruning, spraying insecticides and fungicides etc., as will be decided / directed the officers and supervisors of NCDIR.
- 14. Sweeping the garden, pathways etc., regularly and removal/depositing the wet/biodegradable waste appropriately in the compost to be prepared by the Agency in NCDIR campus.
- 15. The cleaned weeds should be carried away forthwith by the Agency to compost or 'manure pit' as would be decided from time to time by the authority. The cleaned weeds shall never be kept or dumped along the road, near the gates and vantage sites. Periodic removal of dry leaves from all zones and from road / paths and carrying of dry leaves manually and by trailer to the designated manure pits and *should not be burnt*. The Agency shall use an efficient composting methods for garden waste and use the manure so generated for growth of the plants.
- 16. Trimming of the trees / branches as will be decided / directed by the officers and supervisors of NCDIR.
- 17. Lifting the trees / branches / logs including those which fall or are uprooted during natural calamity or otherwise and to remove deposited at the designated place in the garden complex as would be decided by the authority.
- 18. De-weeding of all fences in the garden complex as would be guided by the authority.
- 19. Any other work pertaining to cleaning and maintenance of the garden as will be decided / directed by NCDIR authority.
- 20. The cleaning operations be carried out manually and mechanically applying modern garden tools and machines, but not applying any chemical or other materials, which would damage the soil and water surface / soil quality which in turn might be detrimental to the growth of natural flora and fauna.
- 21. The agency should possess some skilled workers like Mali, Supervisors and well experienced gardeners having adequate knowledge on maintenance of entrance gates, lawns, meadows, pathways, important sites and vantage points, flower garden etc. and at the same time collection of seeds and saplings, raising and potting of important plants etc. to guide the supporting staffs for better cleaning of weeds and development of the garden as well.
- 22. The agency should possess adequate manpower of well experienced staff for sweeping the pathways regularly and cutting the edges of the pathways periodically.
- 23. The agency should have specially trained staff for cutting the stiff grasses such as Ulu (Imperata cylindrical), Dhoob (Cynodon dactylon), Mutha (Cyperus rotandus) etc.
- 24. The agency should possess adequate garden related implements, instruments, tools etc, to handle the cleaning of weeds manually and also modern machines like Lawn mower, Gang mower, Hedge pruners, Long grass cutters, Wood & earth movers, Tractors fitted with trolleys, whenever necessary and other related garden implements and machines along with expert operator for quick and effective cleaning and maintenance of the garden.
- 25. The agency should possess the facility of sharpening their tools, implements and repairing the machines they handle without affecting the daily work.





- 26. In case of emergency / exigency like natural calamity etc., the garden should be kept totally clean and tidy within a period of 2 to 3 days. To tackle the situation, the agency should have additional resource of manpower and infrastructure for carrying out such time bound work. NCDIR may consider payment of service charge on pro rata basis for such additional deployment of manpower on the specific request of the Agency.
- 27. The cleaning operation should be carried out at daytime only.
- 28. The agency should employ supervisors to look after the smooth operations.
- 29. The establishment of the agency shall be separate from the establishment of NCDIR for all purposes and in all respects, and in no case any kind of liability to the agency will be borne or shared by NCDIR authority.
- 30. No accommodation shall be provided to the labourers of the Agency at NCDIR campus.
- 31. The office hours of NCDIR is from 9 AM to 5.30 PM from Monday to Friday.





FORMAT FOR ARTICLES OF AGREEMENT INSTRUCTIONS (Not to be typed in Agreement)

ARTICLES	OF	AGREEMENT	made	at	Bengaluru	this		day	of
	•••••		•••••						
				(dat	e)		(month	&	year)
between Nat	ional C	Centre for Disease	Informa	atics d	& Research,	Nirmal	Bhawan - ICM	R Con	nplex,
Poojanahalli,	KIAL	Road, Kannamanga	la Post, I	Benga	luru – 562 11	lO, a uni	t of Indian Counci	l of Me	edical
Research, ur	nder the	e Ministry of Healt	h & Fan	nily V	Velfare hereii	nafter re	ferred to as the C	Centre v	which
expression sha	all inclu	ide its successors an	d assigns	s on th	e one part and	1			
-					-				
	(Name of agency's firm with full address)								
hereinafter ret	forred to	as the Agency wh	•	0	•		/	vecutor	re and

hereinafter referred to as the Agency, which expression shall include his/their respective heirs, executors and administrators and assigns on the other part.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PAERIES HERETO AS FOLLOWS:

- 1. In consideration of the payments to be made to him as hereinafter provided the successful tenderer shall upon and subject to the conditions herein contained shall carry out and execute the maintenance work for a period one year as per clause 42 of the NIT from the date of commencement of work and as per the scope of work and detailed specifications and as may be furnished to the Agency from time to time and as described in the said specifications and the said priced schedule of quantities.
- 2. NCDIR shall pay to the successful tenderer such sum as shall become payable hereunder at the time and in the manner specified in the said conditions.
- 3. Time is the essence of this agreement and the successful tenderer shall execute the work, throughout the stipulated period of this contract, strictly according to the direction of NCDIR authorities.
- 4. This agreement comprises the work above and all subsidiary works connected therewith, even though such works may not be shown in the NIT, or described in the said specifications or the priced schedule of quantities.
- 5. NCDIR reserves to itself the right of adding to or omitting any item of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this agreement.





6. All disputes and differences of any kind whatever except as excluded under contract arising out of or in connection with the contract of carrying out of work (whether during the progress of the work or after their completion and whether before or after the determinations, abandonment or breach of the contract) shall be referred to arbitration as per Clause 46 of the said conditions of contract. In case of any legal dispute, other than the arbitration, the court of jurisdiction shall be at the place written in the first line of this agreement. The provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and of the rules made there under for the time being in force shall apply to arbitration proceedings under this clause.

In witness whereof the parties have set their respective hands the day and the year and the place here in above written.

Signed by for and on behalf of NCDIR, Bengaluru.

In presence of	1)
	(2)
Signed by the said agency	
In presence of	(1)
	(2)





NO RELATION CERTIFICATE

THIS IS TO CETIFY that I/We have no relative as an Employee of Indian Council of Medical Research (ICMR) and/or any of the Institutes under ICMR (close relative means Father, Mother, Brother, sister, Son, Daughter and spouse) nor any such close relatives associated with us as Proprietor/Partner/Share holder/Director and like.

Signature of the Tenderer Address with Office Seal and Date

NATIONAL CENTRE FOR DISEASE INFORAMTICS & RESEARCH (Indian Council of Medical Research) ICMR Complex-Nirmal Bhavan Poojanahalli Road, Kannamangala Post Bengaluru-562110

Undertaking

We do hereby accept the general terms and conditions as provided by the NCDIR for renovation, development and maintenance of garden, lawns, flower beds etc., in ICMR Complex, Nirmal Bhavan, Bengaluru-562110 and also undertake to execute the work strictly as per terms and conditions of the tender read with our Work Plan and the Commercial Bid. We understand the work will be executed as per actual requirement and site conditions, as provided along with the tender document in the event of placement of any order on us. NCDIR shall be at liberty to cancel the order in full or in part and also forfeit the Earnest money deposit or Security deposit in the event of failure of any of the above declaration made by us. We have not stipulated any additional conditions in Part II Commerciale Bid of our tender.

Signature of the Tenderer / Authorized Attorney

Declaration

We hereby declare that we have never been black listed by any of our clients from undertaking renovation, development and maintenance of gardens, lawns, flower beds etc.

Signature of the Tenderer / Authorized Attorney





Agency / Contractor Details Form

Sl. No	Information Sought	Yes/No	Page No
1.	Name of the Firm/Company		
2.	Date of Establishment/Incorporation		
3.	Valid licence/registration details for undertaking contracts for		
э.	maintenance of gardens, nurseries, lawns etc.		
4.	Licence/registration certificates issued by the labour		
4.	department for providing labour for various services.		
	Correspondence Address.		
5.	Telephone No.		
5.	Email ID.		
	Mobile No.		
6.	Address of Head Office (If separate) and Telephone Number.		
7.	Status Proprietary/Partnership/Private Limited Company/		
7.	Public Limited Company		
8.	EPF Registration details		
9.	ESI Registration details		
	Details of valid MSME/ NSIC registration certificates, if		
10.	applicable		
11.	Name of the Proprietor/Partners,		
11.	Address, Mobile No.		
	Banker of Agency with full address (Attach Bankers certificate		
12.	of account maintenance for the last two years). Telephone		
	number of Banker		
13.			
14.	GST Registration No. (Please enclose self-attested photocopy of certificate)		
	Certificate of satisfactory performance from the		
	Government/Banks/PSUs or other organizations to whom the		
15.	services of development and maintenance of gardens, lawns,		
	flower beds etc., were provided by the agency during the past 5		
	years		
	Income Tax Return (I.T.R) copies of last 3years, Balance Sheet		
16.	& Revenue Account for last 3years (Please enclose self-		
10.	attested photocopy of certificate) paid during 2016-17, 2017-		
	18, 2018-19.		
17.	Turnover for the last three financial years 2016-17,2017-		
	18,2018-19		
18.	Certificate — Not blacklisted etc.		
19.	Details of the Draft of EMD (Name of the Bank, D.D. No,		
	Date, Amount, if applicable		
20.	Details of Demand Draft or Banker's cheque for tender fees		
	((Name of the Bank, D.D. No, Date, Amount, if applicable		
21	Details of works executed during the past 5 years including list		
21.	of prominent clients. (see clause 9 of GTC – Eligibility criteria)		
	(see clause 9 of GTC – Eligibility chiefia) B: Diagon angloso solf attested copies of relevant documon		

NB: Please enclose self-attested copies of relevant documents as proof.

Signature of the authorized person Name: Seal:

Date: Place:





PART -II (COMMERCIAL BID) (Separation Page)

<u>Commercial bid for renovation, development and maintenance of garden, lawns,</u> <u>flower beds etc., at ICMR Complex, Poojanahalli Road, Bengaluru</u>

This part should be detached from the tender document and may be submitted separately as per instructions given in the tender as Part-II Commercial Bid





Part II- Commercial Bid

Details about the open areas in the NCDIR campus

Total Land area of the premises	:	5 acres with sprawling lawns and garden and trees
Area of Flower beds	:	400 Sqm.
Area of Rosary	:	100 Sqm.
Seasonal Flower pots	:	200 Nos.
Length of Hedges	:	400 RM
Approximate area of indoor Courtyard(s) for Mexican grass	:	400 sft.

NB : The prospective agencies are advised to visit ICMR Campus at Poojanahalli Road and take stock of exact requirements and submit their tender after considering all components in a comprehensive manner.

Signature of the agency





National Centre for Disease Informatics & Research (National Council of Medical Research) <u>Bengaluru – 562 110</u>

A. Broad list of consumable materials required for Garden Maintenance services to be provided as per requirement from time to time. The quantities shown are approximate and the requirement may vary as per the site conditions:

Sl. No	For Garden Maintenance services	Total Quantity per annum	Rate per unit
1.	Good earth	300 cft.	र per cft
2.	Cow dung Manure	50 bags	र per bag
3.	Earthen flower pot of 12" size	200 pots	र per pot
4.	Earthen flower pot of 8" size	200 pots	र per pot
5.	Earthen flower pot of 6" size	100 pots	र per kg
6.	Mustered oil cake dust	5 kg.	र per kg
7.	Bone dust	10 kg.	र per kg
8.	Horn dust	5 kg.	र per kg
9.	Urea	5 kg.	र per kg
10.	D.A.P.	1 kg.	र per kg
11.	Suphala 10:26:26	5 kg.	र per kg
12.	Suphala 15:15:15	5 kg.	र per kg
13.	Super Phosphate	15 kg.	र per kg
14.	Bavistin	100gm.	र per 100 gm
15.	Gamaxin Powder	2 kg.	र per kg
16.	Rose mix	1 kg.	र per kg
17.	Mexican Grass	400 sft	र per sft.
17.	Organic insecticide/ pesticide	L/s. (as required)	र per 100 ml/grams

NB: The price list is only for reference purpose and no additional charges, whatever, shall be payable for the consumables and the monthly service charges will be inclusive of the consumables as indicated above and the equipment and plants, flower beds, hedges etc., as shown in B and C of Annexure 2 below.

B. Indicative list of equipment and other items to be provided by the agency for Garden Maintenance on a regular basis and additional items may have to be provided as per the site condition :

Sl. No.	List of Equipment and other accessories	Quantity
1.	Petrol driven hedge trimmers	1 no.
2.	Petrol driven Brush cutter	1 no.
3.	Lawn mowers motorized (Petrol driven)	1 no.
4.	Hose pipes	200 ft.
5.	Garden shears	1 Pc.
6.	Secateurs	1 Pc.
7.	Sprayers	1 Pc.
8.	Dusters	2 Pcs.
9.	Weeding hooks	8 Pcs.
10.	Brooms	4 Pcs.
11.	Baskets	2 Pcs.
12.	Roller	1 Pc.
13.	Spades	2 Pcs.
14.	Sickles	2 Pcs.
15.	Swords	1 Pc.
16.	Shovels	1 Pc.
17.	Pick-axes	2 Pcs.
18.	Dao	1 Pc.
19.	Gumboots	3 Pairs
20.	Gloves	3 Pairs
21.	Rain coats	3 Pcs.
22.	Sprinklers & pipes for garden and lawns	20 sets.





NB : This list is only indicative and not exhaustive and the Contractor may provide additional garden implements in order to provide maintenance service effectively as per the contract.

Signature of the agency

C. List of plants/potted flowers/flower beds/ hedges to be provided/maintained by the agency. These are suggestive and the agency may provide/maintain additional verities which suit the site condition.

SI. No.	Description of Item	Quantity
1100	i) <u>Winter Seedlings: -</u>	
1	Chrysunthmum pompon	25 Pcs.
2	Chrysunthmum giant / English version 1000	25 Pcs.
3	Cellocia plumosa	20 Pcs.
4	Dalhia	20 Pcs.
5	Salvia dwarf	20 Pcs.
6	Aster	30 Pcs.
7	Petunia white	20 Pcs.
8	Petunia bicoloured (single)	50 Pcs.
9	Pansy giant	20 Pcs.
10	Phlox	20 Pcs.
11	Dianthus	20 Pcs.
12	Gladiolus bulb	20 Pcs.
13	Marigold French mix ver.	50 Pcs.
14	Marigold Inca hybrid	100 Pcs.
15	Calendula (double)	50 Pcs.
16	Zerbera	30 Pcs.
17	Antirrihnum dwarf	60 Pcs.
18	Marigold white	50 Pcs.
	ii) <u>Summer Seedlings</u> :-	
1	Sunflower single	60 Pcs.
2	Sunflower double dwarf	40 Pcs.
3	Kochia	100 Pcs.
4	Zinnia	40 Pcs.
5	Gillardia	60 Pcs.
6	Cosmos	40 Pcs.
7	Holyhog	40 Pcs.
8	Marigold	60 Pcs.
9	Zefiranthus lily white	40 ocs
10	Zefiranthus lily pink	40 pcs
11	Zefireanthus lily yellow	40 pcs
	iii) <u>Rainy Seedlings</u> :-	
1	Cosmos	50 Pcs.
2	Zinnia	40 Pcs.
3	Balsum	40 Pcs.
4	Zephyranphes Panpida (Lily)	20 Pcs.
	iv) All seasons :-	
1	Mini Rongon	500 Pcs.
2	Duranta	1000 Pcs.
3	Murraya Exotica	1500 Pcs.
4	Big trees of different varieties (Fruit bearing/shady trees) (existing)	30 nos. (approx.)
5.	Other trees (existing)	40 nos. (approx.)
6.	Sandalwood tree (existing)	8 nos
7.	Indoor courtyard(s) area for Mexican grass	400 sft. (approx.)

NB : The list shown above is indicative and the Contractor may provide additional seedlings/plants to suit the climate and environment of ICMR Complex.





Signature of the Agency Annexure - 3

National Centre for Disease Informatics & Research Bengaluru – 562 110

Quotation for renovation, development and maintenance of garden, lawns, flower beds etc., at NCDIR campus

Sl.		Charges	per month
No.	Items	Rate per person	Amount for total no. of persons (in
Mont	hly Charges for deployment of Garden Maintenance Personne	<u>l</u> :-	
1	Mali (Unskilled) - 02 Nos.	Mali (unskilled)	For 2 malis
	i. Minimum wages (inclusive of VDA) for 26 days		
	<i>ii.</i> P.F. @13% (on maximum wages of ₹. 15,000/-)		
	iii. <u>E.S.I.C.@3.25%</u> (wage limit for coverage of \gtrless . 21,000/-)		
	iv. %age of service charges of the Agency per month on 1 above (%)		
	v. Total for deployment of unskilled malis		
2	Skilled Mali - 01 no	For ski	lled mali
	i. Minimum wages (inclusive of VDA) for 26 days		
	ii. P.F. @13% (on maximum wages of ₹. 15,000/-)		
	iii. <u>E.S.I.C.@3.25%</u> (wage limit for coverage of ₹. 21,000/-)		
	iv. % age of service charges of the Agency per month		
	on 1 & 2 above (%)		
	v. Total for deployment of skilled mali		
3	Gross Total (1) + (2) above excluding GST	Rs. pe	er month
4	GST %, as applicable	Rs.	
In add	dition, bonus is payable as per Payment of Bonus Act 1965		
5	Monthly charges towards supply of consumables, materials, plants, machinery/equipment etc., for the due performance of the contract as per the list shown in Annexure-2 (A) (B) & (C)	Rs. p	er month
6	GST %, as applicable	Rs.	
7	Grand Total (4 + 6) including GST per month	Rs. pe	er month

We have physically inspected the premises of NCDIR and also assessed the requirements for providing Garden Maintenance services including list of materials i.e. consumables, equipment and plants etc., before submitting our offer as above.

(Seal along with signature & address)

Date: