



**Mercedes-Benz
International School**

Mercedes-Benz Education Academy

**FORMAL INVITATION TO TENDER FOR MAINTENANCE OF GARDEN, LAWN AND
PLANTS**

TENDER No. MBEA/2019-20/004

To be published on website of MBEA (www.mbis.org)



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**Mercedes-Benz
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MERCEDES-BENZ EDUCATION ACADEMY

Mercedes-Benz Education Academy, herein after referred to as 'MBEA' or 'school' for the sake of brevity, is a registered public charitable society and trust having P.T.R. No. F-14510 having its office at Plot No. P 26, Rajiv Gandhi Infotech Park, Phase I, Hinjawadi, Pune - 411057.

MBEA hereby invites tenders for **“MAINTENANCE OF GARDEN, LAWN AND PLANTS”** for the scope of work involved as mentioned herein below, subject to strict observance of terms and conditions, within the given time schedule.



Scope of work: TO MAINTENANCE OF GARDEN, LAWN AND PLANTS

This agreement is for the period of two years starting from **01st August, 2019 to 31st July, 2020** and thereafter it may continue with the written understanding on the same terms & conditions.

You shall depute seven full time gardeners (workers) at MBIS premises, who shall report to our Administrator. Also you shall depute One supervisors to supervise the work, give instructions to the gardeners, co-ordinate with our Administrator for the review of maintenance, suggestions, consultancy by you on horticulture, if any.

Sr. No.	Description	No. of Employee	No. of Days	Rate (Rs)	Amount (Rs)
01	Supervisor	01	26		
02	Gardners	07	26		
				Total	

TERMS & CONDITIONS:

The Contractor has undertaken the responsibility of taking care of the needs of the school with respect to horticulture, gardening and allied services in and around the campus. Also to carry out miscellaneous work assigned by Administration Department. The Contractor has undertaken this job contract which is highly specialized in its nature which requires a trained, well-coordinated and an expert team.

The scope of work includes but is not restricted to the following:

- Maintenance of the lawns by proper watering, mowing, manure, weeding, dressing, disposal of garden waste, etc.
- Maintenance of plants planted in pots by watering, pruning, manure, dressing, changing place for sunlight, etc.



- Maintenance of trees by watering, manure, dressing, pruning, treatment for pesticides, cleaning and disposal of garden waste.
- Maintenance of Periphery area
- Horticulture and gardening services will be provided 09 hours per day spread over, 6 days per week

Above rates are for the period from **01st August, 2019 to 31st July, 2020**. However for next year i.e. from **01st August, 2020 to 31st July, 2021** whatever increment is decided by MBIS will be given to you.

" GST not applicable as notified by the Government of India, Ministry of Finance, Department of Revenue, New Delhi, under vide its notification no.12/2017-Central Tax dated.28th June, 2017

The said agreement has been raised in respect of horticulture, gardening and allied services in and around the campus which is a specialized activity and needs specialized services from the contractor and through the contractor's gardeners. Hence the said contract is classified as an Annual Rate Maintenance Contract. The monthly payment to the contractor against this agreement would be arrived at by considering the services provided by the contractor for the actual number of days for the horticulture, gardening and allied services in and around the campus.

In addition to the above

1. The Contractor while undertaking the responsibility of taking care of the needs of the school with respect to horticulture, gardening and allied services in and around the campus shall avoid any wastage, theft pilferage, delay and shall not damage the premises of the School. Efficiency is the main criteria.
2. The Contractor shall provide all the items and equipment, proper uniform, protective clothing etc. and maintain his personnel as per requirements of the School in hygienic conditions at his own cost.
3. The Contractor has agreed that the premises of the School shall be used by him only for the contract of the School and the Contractor agrees that this agreement does not create or vest any right or status to the Contractor or his personnel, to use the premises for any other purpose the Contractor has expressly agreed that neither the Contractor, nor his relatives, representatives, agent, employees shall use the premises for residential or any such other private use.



4. The Contractor shall take all safety measures and medical care of his personnel and provide safety measures to avoid damages to the premises and the equipment's. The Contractor shall maintain hygienic conditions in the premises and in case of any failure, the Contractor shall be liable for the same.
5. It is expressly understood herein that the Contractor shall have right to enter the premises for the purpose as envisaged in this agreement and no right of lease, tenancy, sub-tenancy, or license shall accrue to the Contractor in respect of this premises. The Contractor shall not commit any act or deed which would jeopardise the interests of the School over the said premises.
6. In the event of any doubts as to interpretation of clause to agreement, the interpretation of the School shall be final and binding on the Contractor who has voluntarily agreed to accept the interpretation of the School.
7. The Contractor shall decide its own complement to be engaged for performance of this contract and the School will not interfere in the decision of the Contractor in this respect.
8. It will be the sole duty and discretion of the Contractor to recruit his own personnel of his own choice. The personnel engaged by the Contractor will work under his control, supervision and administration and the School will have no right to interfere in it.
9. It is also agreed between the parties that the Contractor shall decide the service condition of his own employees, but ensure that he will pay them the wages not less than the rates of minimum wages as applicable for his Scheduled Industry.
10. It is agreed between the parties that the Contractor shall take necessary license whenever required under provisions of Contractor labour (Regulation & Abolition) Act, 1970 and shall submit a copy of the same to the School.
11. The Contractor shall maintain various records registers, and shall submit timely returns required under legislation, rules and regulations as applicable to him and his personnel. The Contractor shall submit the bio data's, Xerox copies of musters, vouchers, Police clearance certificate to the School in respect of his personnel.
12. The Contractor indemnifies the School that he shall bear any burden of whatsoever nature like fees, fines, penalty, damages, rise in wages, HRA, back wages, etc. in respect of his personnel under the provisions of any law.
13. The Contractor shall ensure that the persons engaged by him shall not obstruct the working of the School and in the event of any such obstruction the Contractor is liable for the damages and compensation to the School.



14. The Contractor ensures that he will maintain the discipline among his own personnel. In case of any misbehavior or misconduct by the personnel engaged by the Contractor, the Contractor shall take proper action against such person. The School shall not have any right to take such action. In the event if the Contractor does not take proper action the contract is liable to be terminated without notice.
15. The Contractor shall pay timely dues under ESI Act, Provident Fund if applicable in respect of his persons / employees and shall maintain Registers, submit returns under ESI Act and Provident Fund Act. If due to failure of the Contractor any financial or otherwise burden costs on the School, then School is at liberty to recover the same from the Bills of the Contractor.
16. If the Contractor fails to fulfill his responsibility fully or partially on any day or at any time an amount equal to the work done short, plus 10% damages may be deducted from the Contractors' Bill.
17. It is agreed between the parties that if the School finds the work of the Contractor unsatisfactory or if there is any breach of the terms of this contract, the School shall have the right to terminate this contract without any notice or compensation to the Contractor.
18. The Contractor shall vacate the premises of the School along with his personnel immediately within 24 hours, after termination of this contract failing which he shall have to pay Rs. 3000/- per day to the School by way of damages.
19. It is agreed between the parties that either of the parties can terminate this contract (except under term No. 17 above) by giving one month's notice to the other party or by making payment of Rs. 1000/- in lieu of notice.
20. The Contractor has no right whatsoever to store or keep any material equipment in the premises of the School without the written permission of the School.
21. The Contractor shall fix the duties and the timings of his own personnel as per his own requirement. However, it shall not conflict with the working of the School and its employees.
22. The Contractor indemnifies the School against any liability that may arise because of the person engaged by the Contractor.
23. The Contractor will issue the equipment, materials etc. etc. to his personnel on his (Contractor's) responsibility and will keep proper record of it. In case of any short-comings the Contractor is liable to pay the costs of the same to the School.



**Mercedes-Benz
International School**

**FORMAL INVITATION TO TENDER FOR Supply of Stationary Items at Mercedes-Benz
International School TENDER NUMBER MBEA/2019-20/003**

SECTION 1 - INTRODUCTION

- 1.1 This document defines the requirements of MBEA for Supply of Stationary Items **at Mercedes-Benz International School**
- 1.2 Only **“Vendors how are maintaining Garden/Lawns/Plants”** are invited to tender, for the provision of the requirements outlined in **Section 3 “Technical Specification”**
- 1.3 Please ensure that you have received all the tender documents listed in Section 2.3, it will be responsibility of the Tenderer to ensure that all the required documents are completed and submitted.
- 1.4 All correspondence concerning the tender, whether in writing or through mail shall be addressed to: **Head – Administration and Facilities Management**, Mercedes-Benz International School, P 26 Rajiv Gandhi Infotech Park, Phase I, Hinjawadi, Pune - 411 057, Maharashtra, India.
Mobile No. 9823169822



Email id - jayaraman@mbis.org

- 1.5 The Tender documents should be submitted in a sealed envelope addressed to:
Head - Administration and Facilities Management,
Mercedes-Benz International School,
P 26 Rajiv Gandhi Infotech Park, Phase I,
Hinjawadi, Pune – 411 057,
Maharashtra, India.
- 1.6 Should bear the name: **“MAINTENANCE OF GARDEN, LAWN AND PLANTS”**
- 1.7 Tenders must be submitted during the office hours from Monday to Friday at the above given address physically in sealed envelopes only, and other qualifications, registrations, credentials, work experience of similar nature, etc.
- 1.8 Tenders can be submitted within 7 days of the publication of tender notice on our website. Any tenders received beyond given time shall not be entertained under any circumstances.
- 1.9 Trustee/s of MBEA and its committee reserves every right to appoint any authorized dealer, decide terms or to reject any tender without assigning any reasons. Decision of trustees of MBEA shall be final & binding and no claim of whatsoever nature shall lie against such decision.
- 1.10 Tenderers must consider and fill tenders for entire scope of work defined herein and shall not be filing it bifurcating the scope for any reasons. Any tender filled non-compliant to this term shall be invalid and deserves not to be even entertained.
- 1.11 Forms and scope of work and entire tender documents are found in subsequent section (Section 2 and Section 4).
- 1.12 For any queries contact numbers are given in the link or website.
- 1.13 Broadly scope of work is as follows:
- 1.14 Any additions, suggestions, deletions, postponement or inclusion of any new work or ancillary work can be done before finalization of appointment of **“MAINTENANCE OF GARDEN, LAWN AND PLANTS”** mutually.



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SECTION 2 - INSTRUCTIONS TO TENDERER

2.1 Specification: Appointment of MAINTENANCE OF GARDEN, LAWN AND PLANTS for Mercedes-Benz International School

2.2 Cost of Tender

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Mercedes-Benz Education Academy, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

2.3 Tender Form / Document

The services required, tender procedures and contract terms are described in the Tender Documents. In addition to the invitation to tender, the Tender Documents include:

- (a) Instructions to Tenderer; Section 2 of this document
- (b) Pro-forma General Conditions of Contract; Section 3 of this document
- (c) Technical Specifications; Section 4 of this document
- (d) Tender Form

The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a tender not substantially responsive to the Tender Documents in every respect will be at the Tenderer's risk and may result in the rejection of its tender or if any information given in the tender application or communicated by the tenderer relying on which, MBEA finalizes the tender and if any such information about tenderer is found wrong,



illegal or misleading, then irrespective of work done till then MBEA has and reserves right to cancel any such contract or tender at its sole discretion.

2.4 Period of Validity of Tender

MBEA reserves right to put all tenders received in due time before its Managing Committee. Managing Committee may decide over tenders with or without consultation with tenderers and such decision will be communicated any time within 90 days from tender opening. Hence tenders quoted must be valid with all its specifications, quote etc., for the supply of required chassis.

2.5 Format & Signing of Tender

The original and all copies of the tender shall be signed by the Tenderer or a person or persons duly authorized by the Tenderer. Proving of authenticity and reliability of tenderer and its tender document is sole responsibility of the tenderer.

The tender shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.6 Deadline for submission of Tender

SEALED envelopes containing Tenders must be received by MBEA at the address specified under paragraph 1.5 no later than **16:00 HRS ON 10th June 2019**



“MBEA” may, at its discretion, extend this deadline for the submission of tenders by amending the Tender Documents in accordance with paragraph 2.4 in which case all rights and obligations of the MBEA and Tenderer’s previously subject to the deadline will thereafter be subject to the deadline as extended.

2.7 Modification and Withdrawal of Tenders

The Tenderer will not modify once or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawals is received by the MBEA prior to the deadline prescribed for submission of tenders.

The Tenderer’s or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 1.5. A withdrawal notice may also be sent by mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders. Authenticity of email id provided for such communication by tenderer and any notices, withdrawal notices received from such email id shall be the sole responsibility of the tenderer for which MBEA shall not be held responsible.

No tender may be modified subsequent to the deadline for submission of tenders.

It is made absolutely clear that, No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form.



2.8 Opening of Tenders by MBEA

The MBEA will open tenders in the presence of those Tenderer's representatives who will have to attend, between **13:30 hrs to 15:00 hrs LOCAL TIME ON 12th June, 2019** (if there is a change in date, the tenderer will be informed) in the Conference Room or an alternative office designated by the Head – Administration & Facilities Management. The Tenderer' representatives who are present shall sign a register evidencing their attendance.

The Tenderers' names and tender prices, modifications, tender withdrawals and the presence or absence of details requested by the MBEA, at its discretion, may be announced at the opening. MBEA will prepare for its own record, minutes of the tender opening and these minutes shall be considered definitive.

2.9 Preliminary Examination

The MBEA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

Prior to the detailed evaluation, MBEA will determine the substantial responsiveness of each tender to the tender Documents. For these purposes a substantially responsive tender is one which confirms to all the terms and conditions of the Tender Documents without. MBEA's determination of a tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidence.



A tender determined as not substantially responsive will be rejected by MBEA and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.10 Evaluation and Comparison of Tender

The MBEA will evaluate and compare only those tenders determined to be responsive.

A responsive tender should comply with the following: -

- (a) Furnish all information required by the tender document
- (b) Technical Specifications as detailed.
- (c) Submission of a tender valid for 90 days after the date of tender opening as prescribed by the MBEA.

2.11 Award Criteria

The MBEA will award the Order to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the most acceptable evaluated tender, provided further that the Tenderer is determined to be qualified to perform the assigned job satisfactorily.

- 2.12 MBEA's Right to Accept Any Tender and to Reject Any or All Tenders without assigning reasons. MBEA reserves further right to reject all tenders if not found satisfactory or even otherwise to re-tender the entire process for protecting best interest of MBEA.

The MBEA reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders at any time prior to award of Contract,



without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the MBEA's action.

2.13 Notification of Award

Prior to the expiration of the period of tender validity, MBEA will notify the successful Tenderer in writing or email on given id that its tender has been accepted.

2.14 Signing of Contract

Within 7 days of the MBEA notifying the successful Tenderer that it's tender has been accepted, the MBEA will send the tenderer, a draft contract incorporating the terms and conditions of the agreement between the parties for review and confirmation of their acceptance of the terms and conditions of the draft. After which the MBEA will send to the Tenderer a finalized contract signed by the MBEA Signatory.

Within fifteen (15) days of receipt of the finalized Contract, the successful Tenderer shall sign and date the Contract and return it to the MBEA. Signatures by finalized tenderer on contract shall be conclusive proof of execution and existence of contract.

2.15 Assurance by the Tenderer

The successful Tenderer shall, be solely responsible to follow all laws applicable and other norms, government directions, notifications, rules, regulations and see to it that, all designs plans etc., prepared in this respect gets sanctioned from the Competent Authorities. The Tenderer so appointed shall be primarily responsible for the work involved in this contract and shall indemnify and keep indemnified MBEA in respect of issues and cases arising out of this contract.



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The successful tender undertakes to submit for the approval of the MBEA a performance programme



SECTION 3 - PRO-FORMA GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the MBEA and a successful Tenderer who would thereafter be referred to as **“MAINTENANCE OF GARDEN, LAWN AND PLANTS”** appointed for work involved for and on behalf of MBEA as recorded in the Contract Form signed by the parties, including all attachments and appendices hereto and all documents incorporated by reference therein;
- (b) "The Purchase Order/Contract Price" means professional fees payable to the **“MAINTENANCE OF GARDEN, LAWN AND PLANTS”** under the Contract for the full and proper performance of its contractual obligations;
- (c) "The MBEA" means the Mercedes-Benz Education Academy (MBEA)

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.



3.3 Use of Contract Documents and Information

The “**MAINTENANCE OF GARDEN, LAWN AND PLANTS**” once appointed, shall observe all precautionary measures for non-disclosure to any person other than those authorized in writing by MBEA in this respect.

3.5 Delay in execution of works – Work can commence from the time of signing the contract and to be completed within time schedule fixed during finalization of contract and subsequently in contract document.

3.6 Taxes & Duties - Taxes extra as applicable, will be paid to you. TDS will be deducted from the billed amount as per government guidelines prevalent at the time. Any liability arising out of any dispute on the tax structure, calculations and payment to the government will be to your account.

3.7 Contractual Agreement

The Submission of a tender will be taken as implicit and explicit acceptance of the General Conditions of Contract as described.



SECTION 4 - TENDER FORM AND PRICE SCHEDULE

4.1 Tender Form

Date:.....

Tender No.: **MBEA/2019-20/004**

To: Mercedes-Benz Education Academy,
Head Administration & Facility Management,

We, the undersigned, declare that:

- (a) We have examined, read all terms and conditions to our complete understanding and have no reservations, complaints or queries to the Tender Documents
- (b) We offer to provide our professional services in conformity with the Tender Documents and in accordance with the Delivery Schedules
- (c) The total price of our Tender, is including taxes is:

Rs

Our tender shall be valid for the period of time specified in section 2.4 from the date fixed for the tender submission deadline in accordance with section 2.6, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (d) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.



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(e) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.

Signed: _____

In the capacity of _____

Name: _____

Duly authorized to sign the tender for and on behalf of: _____

Dated on _____ day of _____, _____

Tender Submitted by (Name of Company): _____

Address: _____

Telephone _____ Fax: _____

Tender Prepared By (Name): _____

Signature: _____ Date: _____

Company Stamp: _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.