

**Tender Fee: Rs.590/-**



**Society for Applied Microwave Electronics Engineering  
and Research (SAMEER)  
Centre for Electromagnetic Environmental Effects (E3),  
Visakhapatnam**

(An autonomous R&D Laboratory under Ministry of Electronics and IT,  
(MeitY), Government of India)

Plot No.40, APIIC Industrial Park, NH-16, Gambheeram, Anandapuram Mandal,  
Visakhapatnam, Andhra Pradesh – 531163,  
Tel: 0891-2867612, Fax: 0891-2867601  
Email: [purchasevizag.sameer@nic.in](mailto:purchasevizag.sameer@nic.in),  
Website: [ce3.sameer.gov.in](http://ce3.sameer.gov.in)

**Tender Document for providing Garden Services SAMEER-  
CE3, Visakhapatnam  
{For a period of two years}**

**Tender No. SMRE3\_VIZ/PUR/GN006/2020-21**

**SAMEER - Centre for Electromagnetic Environmental Effects (E3),**  
Plot No.40, APIIC Industrial Park, NH-16, Gambheeram, Anandapuram Mandal, Visakhapatnam,  
Andhra Pradesh – 531163

### **Notice Inviting Tenders**

#### **Tender Notice No. SMRE3/VIZ/PUR/GN006/2020-21**

Sealed Tenders are hereby invited by the Programme Director, SAMEER-Centre for Electromagnetic Environmental Effects (E3), Plot No.40, APIIC Industrial Park, NH-16, Gambheeram, Anandapuram Mandal, Visakhapatnam, Andhra Pradesh – 531163, from the Contractors who provide garden services preferably for Government, Public sector undertakings/ Institutions.

Sealed tender are invited only from those vendors who can furnish following details without which their bids will be summarily rejected:

1. Firm's Registration Number
2. EPF Registration Number
3. ESI Registration Number
4. PAN Number
5. GST Number
6. Details of similar works undertaken by the firm / vendor with other Government organization / department
7. Photo copies of documents in support of Sl. Nos. 1 to 6 above.

Name of Work : Providing Garden Services and maintenance for SAMEER Centre for Electromagnetics Environmental Effects (E3), located at Plot No.40, APIIC Industrial Park, NH-16, Gambheeram, Anandapuram Mandal, Visakhapatnam - 531 163.

Time allowed for completion : 2 Years

Tender Fee : **Rs.590/- (Non-Refundable) (Including GST)**

Earnest Money Deposit : **15,000/-**

Security deposit : 10% of Contract Value

The Programme Director, SAMEER, Visakhapatnam, reserves the right to reject any or all tenders or to allot part of the works to different agencies without assigning any reason thereof.

**PROGRAMME DIRECTOR**

SAMEER - Centre for Electromagnetic Environmental Effects (E3),  
Visakhapatnam,  
Andhra Pradesh - 531 163

**Note:** This tender schedule should be returned with all papers intact without detaching any part of the document.

**Tender Notice No. SMRE3\_VIZ/PUR/GN006/2020-21**

I	Authority, Designation and Address	The Programme Director, SAMEER - Centre for Electromagnetic Environmental Effects (E3), Plot No.40, APIIC Industrial Park, NH-16, Gambheeram, Anandapuram Mandal, Visakhapatnam, Andhra Pradesh – 531163, Website: ce3.sameer.gov.in
II	A. Name of the work/Purchase: B. Place of execution	Providing Garden Services and maintenance for SAMEER Visakhapatnam
III	Tender documents - Place and due date for obtaining tender	Tender documents can be downloaded from website / or obtained from <b>10.09.2020</b> to <b>22.10.2020</b> at the address mentioned in column.
IV	Due Date, time and place of submission of Tender	Due Date: <b>22.10.2020</b> Time: 17.00 hours Place: At the address mentioned in column I
V	Date, time and place of Tender Opening	Opening: <b>23.10.2020</b> Time: 10.30 hours Place: At the address mentioned in column I
VI	Any other important criteria specified by the tender inviting authority	Tender received after due date and time will be summarily rejected.
VII	Bank details for payment of EMD / Tender Fee in case of NEFT Payment	Bank A/c No. 33954630614 Bank Name: SBI IFSC Code: SBIN0004362 Branch: MADHURAWADA (04362)

Sealed tenders are invited for providing Garden Services and maintenance for SAMEER, Visakhapatnam, from well-established reputed firms/registered Agencies. The bid should be sealed by the bidder and duly superscribed as Tender No: **SMRE3\_VIZ/PUR/GN006/2020-21** and name of the tender with due date for submission.

Intending eligible bidders may download the tender documents from the official website i.e. ce3.sameer.gov.in. The Tender Fee is payable by way of NEFT / DD. They must ensure that requisite tender document fee of Rs.590/- including 18% GST (Rupees five hundred and ninety only including GST) is enclosed in the form of Account Payee Demand Draft from any commercial bank in favour of SAMEER – Centre for Electromagnetic Environmental Effects (CE3), Vizag or NEFT UTR details with their tender, failing which the tender will be treated as incomplete and will be ignored. The EMD and the Tender Fee Demand Drafts / NEFT (UTR) details should be enclosed with the Technical Bid of the Tender document.

**PROGRAMME DIRECTOR  
SAMEER, Visakhapatnam**

## DISCLAIMER

The information contained in this Tender document or information provided subsequently to the bidder(s) or applicants whether verbally or in documentary form, by or on behalf of SAMEER, Visakhapatnam, is provided to the bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions, subject to which such information is provided.

This TENDER document is not an agreement and is neither an offer nor an invitation to offer by SAMEER, Visakhapatnam. This TENDER is to invite proposals from applicants who are qualified to submit the bids ("Bidders"). The purpose of this TENDER is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids). This TENDER does not claim to contain all the information, which each Bidder may require. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this TENDER and wherever felt necessary obtain independent advice. SAMEER, Visakhapatnam, makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TENDER. SAMEER, Visakhapatnam, may in its absolute discretion, but without being under any obligation to do so and without prejudice to its rights, update, amend or supplement the information in this TENDER.

The information contained in this TENDER document is selective and is subject to update, expansion, revision and amendment. SAMEER, Visakhapatnam, does not undertake to provide any Bidder with access to any additional information or to update the information in this TENDER document or to correct any inaccuracies if any therein, which may become apparent. SAMEER, Visakhapatnam, reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this TENDER and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed in website of SAMEER, Visakhapatnam. Any information contained in this TENDER document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by SAMEER, Visakhapatnam.

Information provided in this TENDER is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SAMEER, Visakhapatnam, does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, SAMEER, Visakhapatnam, also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER.

SAMEER, Visakhapatnam, reserves the right to reject any or all the expression of interest / proposals / Bids received in response to this TENDER at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of Programme Director, SAMEER, Visakhapatnam, shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

**SECTION-I****TECHNICAL DOCUMENT****1. THE ELIGIBILITY CRITERIA**

- 1.1 The bidder should be a registered and Bonafide Agency having similar experience of at least four (4) years with minimum having 1 year experience in Central / State Govt. Organizations/ PSUs.
- 1.2 Average annual financial turn over during the last 3 years ending 31st March of previous financial year should be at least 10%of order value.
- 1.3 Proof of similar experience during the last four (4) years in the field
- 1.4 Any contractor having any legal suit/criminal case pending against its proprietor or any of its Directors (in the case of Private Ltd. Company) or having been earlier convicted on grounds of moral turpitude or for violation of laws in force shall not be eligible.

**2. TENDERING PROCESS:**

- 2.1 The tenders are invited on a two-bid system i.e. the qualifying bid (technical bid including tender fee and EMD) and then the financial bid:
  - (i) The tender form for Technical bids prescribed at Annexure–I (Attached) complete in all respect (Including Tender fee and EMD) should be submitted in sealed cover superscribed – **“Technical Bid – Providing Garden Services for SAMEER, Visakhapatnam”**.
  - (ii) The tender form for Financial bids prescribed at Annexure–II (Attached) complete in all respect should be submitted in sealed cover superscribed - **“Financial Bid - Providing Garden Services for SAMEER-CE3, Visakhapatnam”**.
  - (iii) The above two sealed covers should be put together in another big cover/envelope which should be sealed with wax. The cover shall be and super scribed as **“Tender No: SMR E3 VIZ/PUR/GN006/2020-21 and Name of Tender “Providing Garden Services to SAMEER-CE3, Visakhapatnam”** and addressed to

“The Programme Director,  
SAMEER - Centre for Electromagnetic Environmental Effects (E3),  
Plot No.40, APIIC Industrial Park, NH-16,  
Gambheeram, Anandapuram Mandal,  
Visakhapatnam, Andhra Pradesh – 531163

Further, the sentence **“NOT TO BE OPENED”** before due date and time of tender opening, should also to be indicated on this envelope. If the outer big envelope is not sealed and marked properly as above, SAMEER will not take any responsibility for its misplacement, premature opening etc. The Envelope should be dropped in the Tender Box at SAMEER in the above address on or before the due date.

- (iv) **Exemption of EMD:** The firm or the bidder who have valid registration with MSME or Central Purchase Organisation or the concerned Ministry or Department or National Small Industries Corporation (NSIC) as on the date of submission of bids, are exempted from payment of EMD. If exemption from submission of EMD is claimed and valid supporting document as required is not submitted along with techno-commercial bid, then the offer will be considered as non-responsive and will not be processed further.

- 2.2 **Contents of the Technical Bid:** The tender form for Technical Bid is as per Annexure-I, complete in all respects.

The bidder in this regard should submit the following documents along with Technical Bid:

- (i) Financial status: The annual turnover of the bidder for the last three years. (Copies of I.T. returns, P & L A/c and balance sheet to be enclosed)
- (ii) The bid should be accompanied by two separate Demand drafts or NEFT (UTR) details for Tender Fee for **Rs.590/-(Rupees five hundred Ninety only) including GST {non-refundable}** and **EMD of Rs.15,000/- (Rupees Fifteen Thousand Only)**. The bid received without tender fee and EMD will not be considered.
- (iii) Copies of documentary evidence of similar work carried out during the last 4 years, (Eligibility criteria).
- (iv) Copies of the following documents to be enclosed:
  - a. Copy of Registration / Incorporation of the firm/company
  - b. Copy EPF & ESI Registration certificates
  - c. Copy of PAN Card,
  - d. Copy of TIN/ GST registration certificate.
  - e. Registration details with Labour Commissioner
  - f. Other related documents,

- 2.3 **Contents of Financial Bid:** The financial bid shall contain the financial details of the tender as per Annexure II.

**SECTION-II****INSTRUCTIONS TO BIDDERS****1. INTRODUCTION****1.1 Definitions:**

- (a) "SAMEER" means the Society for Applied Microwave Electronics Engineering and Research (SAMEER), Visakhapatnam.
- (b) "Bidder" means any registered entity engaging in business such as a Public Ltd, Proprietorship, partnership, private concern or corporation who participates in this tender and submits its bid.
- (c) "Agency" means any registered entity engaging in business such as a Public Limited, proprietorship, partnership, private concern or corporation who are providing the Garden Services under the contract.
- (d) "Scope" means standards of works mentioned in Section IV, which the Agency is required to take during the contract period.
- (e) "Price" means the price payable to the Garden service providing Agency under the work order for the full and proper performance of its contractual obligations.
- (f) 'Parties' mean SAMEER as one part and the Agency as the other part

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect, will be at the bidder's risk, and may result in rejection of the bid.

**1.2 Clarification of the bid documents by the agency:**

A prospective bidder, requiring any clarification of the Bid Documents shall notify SAMEER in writing or by Fax at SAMEER's mailing address indicated in the Invitation for Bids. The clarification will be accepted till 2 (two) days before from the due date of tender. The reply will be communicated to respective bidders.

**2. PREPARATION OF BIDS**

- 2.1 Clause by Clause compliance demonstrating substantive responsiveness to all the conditions by signing and stamping on all the pages of the original bid document No. **SMR/E3/VIZ/PUR/GN006/2020-21** by authorized person(s),
- 2.2 The financial bid shall contain price schedule in which the values will be filled in the appropriate columns.
- 2.3 Conditional bids will not be accepted.
- 2.4 The Agency shall submit their tender, only after carefully examining the whole of the tender documents and the conditions of tender and of contract, scope of work etc.

*Note: All the documents submitted (whether original or photocopy) in the bid must be legible & self-attested.*

**3. BID PRICES:**

- 3.1 The Service Charges to be charged by the Agency should be clearly indicated.
- 3.2 Prices indicated on the Price Schedule shall be entered in the following manner:
  - (i) The service charges shall be quoted clearly.
  - (ii) All the applicable taxes and levies included in the rate quoted shall be clearly mentioned.

- (iii) It should be ensured that the amounts are written in such a way that interpretation is not possible. No blank space should be left.

**4. BID SECURITY (EARNEST MONEY DEPOSIT):**

4.1 The bidders shall furnish, as part of his bid, EMD for an amount of **Rs.15,000/-** (Rupees Fifteen Thousand Only) in the form of NEFT / Demand Draft / Banker Cheque from any Nationalised Bank in favour of "SAMEER - Centre for Electromagnetic Environmental Effects(E3)," payable at Visakhapatnam. The EMD will bear no interest whatsoever. The EMD & Tender fee should be enclosed with the Technical Bid of tender document.

4.2 The bid security is to protect SAMEER against the risk of bidder's conduct, which would warrant the bid security's forfeiture.

4.3 A bid not secured in accordance with Para 4.1 shall be rejected by SAMEER being nonresponsive at the bid opening stage and returned to the bidder.

4.4 The bid security/EMD of the unsuccessful bidder will be returned to them without any interest after the tender is finalised. The BS/EMD of successful bidder will be returned without any interest only after submission of Security Deposit, by the successful bidder.

4.5 The bid security may be forfeited:

- (a) If a bidder withdraws his bid during the period of bid validity or makes modifications to his tender which are not acceptable to SAMEER.
- (b) In the case of a successful bidder, if the bidder fails to sign the contract and does not furnish the security deposit.
- (c) Failure to fulfil the contract terms & conditions

**4.6 SECURITY DEPOSIT:**

The successful Agency shall furnish a Security Deposit in the form of NEFT or by Demand Draft for 10% of the total Contract Value of one year. This Security Deposit should be furnished within 10 days of the issue of the Contract. This Security Deposit will not bear any interest. The Security Deposit will be refunded after satisfactory completion of the contract. In case the Security Deposit is to be furnished in the form of Bank Guarantee, it should be valid for 2 months beyond the contract period for lodging the claims, if any. The Bank Guarantee should be furnished in the format prescribed by SAMEER.

**5. PERIOD OF VALIDITY OF BIDS:**

Bid shall remain valid for 90 days after the date of bid opening prescribed by SAMEER.

**6. FORMATS AND SIGNING OF BID:**

6.1 All pages of the Technical bid and Financial Bid, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.

6.2 The bid shall contain no insertions, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

**7. LATE BIDS:**

Any bid received by SAMEER after the due date & time for submission of bids prescribed by SAMEER shall be rejected.



**8. OPENING OF BIDS BY SAMEER:**

- 8.1 SAMEER shall open bids in the presence of bidders or their authorized representatives who choose to attend, at 10.30 A.M. on Tender opening date. The bidder's representatives, who are present, shall sign in a register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.
- 8.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 8.3 The date fixed for opening of bids, if subsequently declared as holiday by the SAMEER, Visakhapatnam, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered.
- 8.4 **The Two bid tendering process comprises the following:**
- (i) The technical bids will be opened in the first stage, at 10.30 AM on Tender opening date and the same will be scrutinized and evaluated by the competent committee / authority with reference to parameters prescribed in the tender documents and the offers received from the bidders.
  - (ii) In the second stage, the financial bids of only the technically accepted offers (as decided in the first stage above) will be opened for further scrutiny, evaluation, ranking and placement of contract. The financial bids of the eligible bidders will be opened after intimating the date and time to bidder through mail/fax, etc.,

**9. CLARIFICATION OF BID DOCUMENTS BY SAMEER**

To assist in the examination, evaluation and comparison of bids SAMEER may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained after opening of the tender.

**10. TENDER EVALUATION:**

- 10.1 SAMEER shall evaluate the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 10.2 Tender committee will scrutinize the bids based on the eligibility criteria and technical specification compliance. The technically qualified bidders only will be called for financial bid opening.
- 10.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by SAMEER. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Garden service providing Agency does not accept the correction of the errors, his bid shall be rejected.
- 10.4 SAMEER may waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 10.5 L1 Bidder will be selected based on the Service charges quoted. The Bidder, whose financial/ Price Bid is accepted will have to enter into an agreement with SAMEER, Visakhapatnam, as per pro forma given.

**11. CONTACTING SAMEER:**

11.1 No bidder shall try to influence SAMEER on any matter relating to its bid, from the time of tendering till the time the contract is awarded.

11.2 Any effort by a bidder to influence SAMEER in SAMEER's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

**12. SAMEER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

SAMEER reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the bidder or bidders. **Any deviations / irrelevant specifications in this tender will not be accepted.** Final decision of accepting or rejecting any/all bid(s) will be at the discretion of SAMEER.

**13. PLACEMENT OF ORDER:**

SAMEER shall consider placement of order on the bidder whose offer has been found technically and financially acceptable. SAMEER shall have full rights to place order fully or partially of the total requirement.

**14. AWARD OF CONTRACT:**

14.1 SAMEER reserves the right to terminate the contract if the services are found unsatisfactory with one month's notice.

14.2 SAMEER reserves the right to disqualify the Agency for a suitable period who habitually failed to execute the services. SAMEER reserves the right to blacklist a bidder for a suitable period, in case, the bidder fails to honour his bid without sufficient reasonable grounds.

14.3 The Agency shall strictly comply with the terms and conditions of contract. In case of violation of any of the terms, the contract shall be liable for cancellation immediately.

**15. JURISDICTION:**

The civil court, Visakhapatnam, will have the jurisdiction.

**16. ARBITRATION:**

If, a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, shall be settled amicably between the parties through negotiations and conciliation whether during the existence of the contract and after the completion or abandonment of the contract. In case the parties are not able to settle the dispute or difference through negotiations and conciliation, such dispute or difference shall be referred to a sole arbitrator who would be appointed by the Director, SAMEER, Mumbai, as per the Arbitration & Conciliation Act, 1996. The venue of the arbitration shall be at Visakhapatnam. The language of the arbitration proceedings shall be in English.

**SECTION-III****Scope of Work****1. General:**

1. The purpose of horticulture work is that the whole office premise must look rich with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience of work-environment and at the same time makes the office premises environmentally friendly and to make a good impression on the visitors and public who visit here for various purposes. The contractor has to undertake all such jobs/activities required to maintain the office premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not.
2. Garden maintenance required for Lawn area approximately: 1400m<sup>2</sup> and Garden area with Trees and plants of approximately: 2100m<sup>2</sup>.
3. Uprooting of weeds in Lawn at regular interval Trimming of Lawn grass with lawn mower.
4. Sweeping and removal of leaf litters in the office garden to ensure proper Horticulture work in campus without causing any damage.
5. To maintain 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 SAMEER, and periodical manuring and application of manure, pesticides wherever and whenever required.
6. Protecting all the grown-up trees by properly pruning them, manuring watering and applying pesticides etc. complete without damage to any trees or plants.
7. Supplying, maintaining, watering, and cleaning of ornamental plants available in SAMEER campus.
8. Planting of hedges and lining the edges with lime/geru painted designed bricks.
9. The cleaning of campus by removing unwanted vegetation, bushes, shrubs, periodically.
10. 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 SAMER, Visakhapatnam.
11. 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 fibre pots foliage plants, red soil, manure, flower plants to improve the landscaping view.
12. 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.
13. Only water required for the gardens and lawns will be supplied at certain points and extension wherever required shall be done for the Horticulture contractor at his own cost. Hoses and sprinklers required shall be provided by the contractor. The extent of garden available at SAMEER may be physically verified and checked before actually starting the work.

14. 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 SAMEER. Wastage of water shall be totally avoided. Wastage of water if found, penalty will be imposed to the contractor and the cost as decided by SAMEER will be recovered from the next bill.
15. The required quantity of manures and insecticide/pesticides for a good and healthy plant should be provided by the contractor. Cost of inputs such as Manure, Pesticides, Fungicides etc. would be reimbursed to the contractor as per quotation. Further it is the responsibility of the contractor to replace the dead plants, if any, and also see the adequate seasonal flowering plants are maintained to have pleasant look of floors area.
16. Contractor 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 contractor that the required tools are always available at site in good working condition to carry out the job.
17. To bring to the notice of SAMEER about any suspicious activity noticed during discharge of duties by Horticulture workers.
18. SAMEER will not be responsible to provide any residential accommodation to Horticulture personal deployed by the Horticulture contractor.
19. The contractor shall cover its personnel for personal accident and death whilst performing the duty and client shall own no liability and obligation in this regard.
20. The contractor shall exercise adequate supervision to reasonably ensure proper performance of garden services in accordance with schedule of requirements. Also the gardeners have to be trained to grow flower plants / tree saplings in thick & compact foliage in polybag. Later those plants/saplings will be used for Tree planting on important events. In the event of finding the office premise not in the above-mentioned spirit, penalty upto 20% of the total amount of monthly bill will be imposed for the concerned month. Non-performers would be removed and replaced by competent gardeners within two working days by the contractor.
21. The assets and articles provided by the Centre shall be the property of the Centre 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 the Centre in good and intact condition.

**2. Penalty**

The following aspects will be checked every month for contractual adherence before the monthly payment is sanctioned:

- a) Maintenance of the Garden: Any shortcomings in the above will result in penalty through deduction in the contract payment upto an extent of 10% for first time and subsequent shortcoming will result in terminating the contract.
- b) Absent of manpower: A penalty of Rs.250/- per day will be charged on the Contractor for absence of workers (Per person) and Rs.500/- in case of Supervisory personnel from contractor does not visit in a month.

**3. Required Manpower**

The Centre has tentative **minimum requirement** of the number of manpower with category as given below:

Sl. No.	Category	Approximate No. required
1.	Gardeners (Un-skilled)	4

- 3.1 The immediate requirement of the manpower is estimated as 4 Gardeners (un-skilled) with present requirement. The contractor shall engage gardeners as required by SAMEER-CE3, Visakhapatnam, from time to time.
- 3.2 The Gardening staff will work as per the guidance and instruction of the supervisory staff of contractor who can physically visit and give instructions once in fortnight.
- 3.3 Attendance register in the form of muster roll for deployment of personnel by the contractor should be maintained and submitted along with the bill at the end of each month.

**4. Terms and conditions mentioned in following clauses are strictly to be adhered to:**

- 4.1 SAMEER, Visakhapatnam, will provide the following:
  - a) Space to keep the materials in premises.
  - b) Permit to use water and electricity, free of cost.
- 4.2 All the gardening persons should wear **uniforms and photo identity card** while on duty provided by contractor.
- 4.3 Tenderer shall be held responsible for any breaking or loss to any of this Centre's property caused by gardening staff and shall be compensated by the firm.

- 4.4 It would be the responsibility for the tenderer to obtain necessary license from Andhra Pradesh state and Central Govt. and ensure compliance of all statutory regulations including labour laws that are in force from time to time, in all matters concerned.
- 4.5 All garden work can be carried out within the period of **7.00 AM to 6.00 PM** during working days for duration of minimum eight hours.
- 4.6 Sunday and 3 National holidays are regular holiday. Work during Sundays or beyond office working hours in any working day can be carried out with prior permission under the supervision of a responsible person from the contractor's side.
- 4.7 All the tools and consumables shall be arranged by the contractor. The hiring cost of the items may be included in service charges.
- 4.8 The Water and lighting required for the garden work will be arranged by the Centre.
- 4.9 No workman will be permitted either to live inside the campus or to stay in the office premises beyond working hours.
- 4.10 The contract will be terminated without any prior notice if any of firm's employees found indulging in malpractice in our campus.
- 4.11 If sufficient quantities of garden materials are not provided, the Officer in-charge will procure the same departmentally and deduct the cost of such materials from the contractor's bills.

## **5. License and Registration etc.**

The contractor will possess valid and current license to engage and deal with contract labour as provided by AP and Govt. of India for in the Contract Labour (Regulation and abolition) Act 1970 and Rules framed there under. The contractor should keep his license current by renewing the same as per rules on the subject.

6. The workers drafted for SAMEER work must be from contractor's regular and permanent staff. They must have good health and be free from contagious diseases. Their age shall not be less than 18 year and not more than 50 years.
7. The service provider shall ensure deployment of suitable people from proper background after investigation by the local police (P.V.C.), collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence, verification of certificates and recent photograph and withdraw such persons who are not found suitable by SAMEER for any reason immediately on receipt of such a request.
- 7.1 **The contractor should provide a list of bio-data, local address and photographs of all employees, who will be posted to SAMEER.**
- 7.2 The contractor should get the "Character and Antecedents" of the workers and supervisor verified before engaging them and should be able to produce necessary verification report for each worker.
- 7.3 The contractor will get the workers drafted for duties in SAMEER, medically examined before their employment as to ensure their fitness for the job.
- 7.4 **Identity Cards:** The workers who may be engaged by the contractor from time to time must carry the photo identify card which shall have to be issued by the contractor for the said purpose.

**8. Allocation of Work**

The workers deployed for SAMEER should carry out specific gardening and cleaning as may be allotted to them by the Supervisor /contractor who shall be responsible to get the work done to the entire satisfaction of SAMEER.

**9. Replacement of Unsuitable Workers**

The contractor will immediately replace workers who are observed to be unsuitable or undesirable by SAMEER.

**10. Liability for Loss or Damage**

Loss or damage to any material or property of SAMEER either through theft or negligence of the workers /supervisors shall be made good by the contractor. The decision whether the loss or damage is attributable to the negligence or misbehaviour of the workers / supervisors will rest solely with SAMEER Management, and contractor should make necessary payments without demur or objection, soon after receiving the claim from SAMEER.

11. The contractor shall not assign or transfer the contract to any other party.

12. The contractor has to obtain **insurance coverage** for the personnel engaged by them immediately on deployment to SAMEER-CE3, Visakhapatnam, **to cover any loss of human beings and any other damages, which may happen during the course of service.** SAMEER shall not be liable for payment of any compensation in the event of any injury, death etc. caused to the garden staff, while on duty at SAMEER premises.

13. Payment will be deducted as per penalty clause referred above in the event of absent of any garden staff on any day or so; however, it is strongly recommended for a suitable substitute / replacement during one's absence, SAMEER shall not be liable for payment of any compensation in the event of any injury, death etc. caused to the garden staff, while on duty at SAMEER premises.

## **FINANCIAL TERMS AND CONDITIONS**

1. SAMEER will make monthly payment of the agreed sum within 15 days from the receipt of the claim from the contractor. Before making the payment, SAMEER will verify the attendance of personnel, materials that were used and the checklist of the services provided. The contractor should pay the workers / supervisions their wages and other benefits in keeping with and without any infringement of the minimum wages Act, Factory Act, payment of wages Act and other such relevant legal requirements.
2. The representative of SAMEER will have a right to inspect the records pertaining to payment of monthly wages and dues to the workers and to supervise actual payment of such wages from time to time.
3. The payment to the workers should be on a fixed date of the month and must be made on such a day fixed. The payment should not in any case be delayed or denied on plea that payment for the month is yet to be received from SAMEER. The Contractor shall submit the monthly bill to SAMEER, along with the copies of attendance register duly certified by the SAMEER, officials. Copies of previous month's wage register as well as EPF deposits challans, EPF Electronic Challan cum Return (ECR) and ESI deposits Electronic Challan cum Return (ECR) should also be submitted with every bill. Photo copies of annual insurance policy under the Workmen's Compensation Act should be submitted in the first month of award of contract.
4. **Period of Contract**
  - 4.1 SAMEER shall consider placement of Work Order on the bidder whose offer has been found technically and financially acceptable. And the contract can be terminated by 1-month notice from Office side and 3-months' notice from Contractor side.
  - 4.2 In the event of such termination the remuneration payable by SAMEER to the contractor in terms of clause shall be limited to the period of agreement as actually worked till date of termination.
  - 4.3 The contract in force can be reviewed on the expiry of two-year (24 months) for extension up to another year on the same terms and conditions and rates, subject to satisfactory performance and mutual acceptance of the said contract.
5. **Termination of contract on breach of agreement and specific happenings**
  - 5.1 Notwithstanding anything to the contrary stated in the contract SAMEER shall have liberty, at its entire discretion and at any time to terminate the contract forthwith, upon a breach or default of the terms, conditions, covenants and stipulations of the contract either committed by the contractor or by any of his workers or supervisors employed for SAMEER. SAMEER shall be further entitled to terminate the contract forthwith immediately or any time after the happening of any of the following events.
  - 5.2 In case of dispute between the partners of the contractors or the death, or adjudication as Insolvent of any partner of the firm
  - 5.3 The liquidation, whether voluntary or otherwise or the passing of an effective resolution for winding up, if the contractor is a company of a co-operative society.



- 5.4 If any attachment is levied and continues to be levied for a period of seven days upon the contractors effects of any individual partner for the time being of his firm or any member of his co-operative society.
- 5.5 If the contractor or any of his workers / supervisors commits or suffers to be committed, any act which, in the opinion of the Programme Director of SAMEER, whose decision in that behalf shall be final, is prejudicial to the interest of good name of SAMEER, without assigning any reason thereof.
- 6. Compliance of Labour regulations**
- 6.1 The contractor will be responsible for all payments due to the workers drafted for SAMEER work, and SAMEER will in no event be liable in this regard. The contractor should indemnify SAMEER against any such liability and from any proceedings in this regard. The contractor shall be responsible for all any payment of dues to the workers for or under the provisions of:
- (a) Medical treatment for bodily injuries as a result of and in the course of work in SAMEER campus.
  - (b) Workmen compensation Act 1923
  - (c) Shops and establishment Act (Andhra Pradesh State)
  - (d) Payment of wages Act 1936
  - (e) Minimum wages Act
- 6.2 The contractor will make available PF scheme and insurance scheme to his employees as per the Employees Provident Fund Act and the Employees State Insurance Act and be responsible to make monthly deductions on this account from the salary of the employees and credit the same with employer's contributions with the relevant appropriate authorities.
- 6.3 The contractor will also make available to his employees' other benefits like Ex-gratia (Bonus), Uniforms as per Andhra Pradesh State Govt. orders etc.
- 6.4 The Contractor will abide the legal requirement of providing welfare and health measures wherever due for the benefit of the workers.
- 6.5 The contractor will observe and implement all the laws of the land and the rules framed there under and that SAMEER shall in no event be liable or responsible for default that may arise out of non-observance by him of such laws / rules.
- 6.6 The Contractor will also indemnify and keep indemnified SAMEER against any damage and / or injury caused to the premises, or to the properties.
- 6.7 Any acquiescence or waiver by SAMEER of any delay, breach or default committed by the contractor, shall not be deemed to be or considered as estoppels against SAMEER or prevent SAMEER from exercising any of its rights under any of the provisions of the contract.

**Annexure-I**

**Technical Bid for Providing Garden services to SAMEER-CE3, Visakhapatnam.**

To  
The Programme Director,  
SAMEER-Centre for Electromagnetics Environmental Effects (E3)  
Plot No.40, APIIC Industrial Park, NH – 16,  
Gambheeram Village, Anandapuram Mandal,  
Visakhapatnam, AP - 531 163.

Sir,

Subject: **Providing of Garden services to SAMEER-CE3, Visakhapatnam.**

The undersigned have read and examined in details the tender document in respect of providing Garden services on contract basis; do hereby express our interest to provide such services.

Our correspondence details are:

1	Name of the Company	
2	Address of the Company	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation and address of the person to whom all references shall be made regarding this tender	
5	PAN / TAN and GST details	
6	Telephone No. (with STD code)	
7	Mobile No.	
8	E-Mail of the contact person	
9	Fax No.(with STD code)	

**Document forming part of the bid:**

We have enclosed the following:

1. Form I : Minimum Eligibility
2. Form II : Declaration Letter
3. Form III: Check list
4. Financial Bid without financial figures
5. Annexure III: Letter of authorization in the name of the contact person representing the company
6. Annexure IV: E-payment mandatory form.

Thanking you,

Yours faithfully,

(Signature of the Authorized Person)  
Name & Designation  
Business Address & Seal:

**TECHNICAL BID****FORM I - MINIMUM ELIGIBILITY**

The details in respect of the company are as given under:

1	Name of the Company	
2	Year of Registration / Incorporation	
3	Number of Employees as on _____	
4	Details of prior experience in similar service. Name of the Company / Firm / Agency along with its address and details of contact person to whom Garden services were provided	
5	Details of registration with EPF:	
5	Details of registration with ESI:	
5	Details of registration with GST	
6	PAN number (copy of PAN card should be enclosed)	

Yours faithfully,

(Signature of the Authorized person)

Name :  
 Designation :  
 Seal :  
 Date :  
 Place :

Business Address:

Phone No. :  
 Mobile No. :  
 E-Mail :

**TECHNICAL BID**  
**FORM II - DECLARATION**

Declaration Letter on official letter head stating the following:

1. We have carefully gone through the various terms and conditions listed in Sections 'A' and 'B' above for providing Garden services for SAMEER, Visakhapatnam. We agree to all these conditions and offer to provide Garden services at SAMEER, Visakhapatnam. We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. We have inspected the Centre premises and have acquainted ourselves with the tasks required to be carried out, before making this offer.
2. I/We having our office at ..... that I/we have never been blacklisted by any State Government/Central Government or any State/Central PSU.
3. We hereby sign this undertaking in token of our acceptance of various conditions listed above.

Yours faithfully,

(Signature of the Authorized person)

Name :  
Designation :  
Date :  
Place :  
Phone No. :  
Mobile No. :  
E-Mail :

Business Address :  
Seal :

**TECHNICAL BID**  
**FORM III – CHECK LIST**

**The Tender not accompanying the following documents is liable to be rejected at the time of opening itself:**

Sl. No.	Required Documents	Checklist ✓
1.	Copy of Company Registration Certificate	
2.	Copy of Income-Tax Returns for last Three years	
3.	Copy of GST registration Certificate	
4.	Copies of work order / purchase order of clients executed earlier	
5.	Client list of the contractor	
6.	Copy of Registration with EPF office	
7.	Copy of Registration with ESI office	
8.	Copy of PAN / TAN	
9.	Declaration Letter in Letter head as per Form-II	
10.	Verify Signature & stamp at all the pages of tender documents and enclosed	
11.	Tender fee - DD for Rs.590/- {To be enclosed with Technical Bid}	
12.	EMD - DD for Rs.15,000/- {To be enclosed with Technical Bid}	
13.	Please mention <b>Number of years of</b> experience in executing Garden Services:	
14.	if any other things	

Date:

Place:

**Annexure-II****Financial Bid for Providing Garden Services to SAMEER-CE3,  
Visakhapatnam****Tender No. SMR E3 VIZ/PUR/GN006/2020-21****SCHEDULE RATES OF WAGES****PART-A**

In response to the above and in full agreement of the terms and conditions as stipulated in the tender documents provided for the purpose, we offer our services charges for providing Garden Maintenance services at SAMEER-CE3 Campus, Visakhapatnam.

Sl. No.	Minimum Rates of Basic Wages per day as per the Gazette Notification of Labour Department, AP Govt.				Number of manpower required
(a)	Category	Basic	VDA	Total	(d)
1.	Gardner (Unskilled) per 1 person	3943	5685	9628	4
Total Manpower required					<b>4</b>
2.	Monthly Service Charges towards manpower and garden services and maintenance – Fixed rate {inclusive of providing all necessary tools and accessories as per scope of work for maintaining the Garden / Lawn / Plants / Trees, etc. at SAMEER-CE3, Visakhapatnam}				_____

(Monthly Service charges in words \_\_\_\_\_)

Taxes: extra as applicable

Employer contribution of PF, ESI will be as per government norms.

**PART-B**

Required material/service on need basis as and when required:

Sl. No	Cost of Material / service	Quantity	Price
01	Hiring cost of Mechanised Lawn mower (providing Lawn mower with manpower)	Per day	
02	Cost of fertilizer (Urea) per	Per Kg	
03	Cost of Dung manure	Per Kg	
04	Cost of Vermicompost	Per Kg	
05	Cost of insecticide/ pesticide/ fungicides or other plant protection material	Per Kg	
06	3'x1.5' size rectangular cement pots	Per No.	
07	8" size of Earthen pot	Per No.	
08	12" size of Earthen pots	Per No.	
09	8" size of Plastic pots	Per No.	
10	12" size of Plastic pots	Per No.	

The Scheduled Rates of wages to be paid by the contractor (Bidder) to the engaged laborers' for carrying out the works as mentioned in the tender documents, in accordance with per day wages fixed for each labour as per Minimum Wages Notification by Labour Department, AP Govt, vide G.O.Ms.No.99, LET&F(Lab.II) Dept., dated 11.10.2007 and VDA payable from 01.04.2020 to 30.09.2020.

Note:

1. No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.
2. The above schedule rates of wages are likely to be revised by the Labour Department, Govt. of Andhra Pradesh from time to time. Therefore, the contractor has to make payments to the engaged labourers at the revised rates as per Minimum Wages Notification as and when released by Labour Dept., Govt. of AP.
3. Statutory Payments of ESI/EPF to be remitted to the appropriate authorities as per Govt. of India instructions on the subject from time to time and to get reimbursed from the Principal Employer by producing proof of remittance.
4. Payment of Bonus under Payment of Bonus Act, 1965, as applicable and as amended from time to time by Central / State Govt. to the persons deployed by the agency. The Bonus shall be claimed by the contractor at the time of disbursement to the engaged personnel on prorata basis as per their services provided in SAMEER-CE3, Visakhapatnam.
5. The monthly Tax invoice/bill raised by the contractor / agency shall include applicable taxes i.e. GST, etc. as per Govt. norms. GST portion of the invoice will be reimbursed on GST filing by service provider and after reflected in 2A of SAMEER login. GST / PAN / TAN numbers and Bank details may be cleared mentioned in the tax invoice.
6. The payment to the contractor / agency will be paid after deduction of statutory taxes i.e. TDS, TDS under GST, as applicable.
7. L1 Bidder will be selected based on **Service Charge quoted. Bids received with 'Nil' charges or 'Complimentary' or unrealistically low charges shall not be considered. The bidders are advised to be careful while quoting rate of Service charges. The evaluation and comparison of responsive bids shall be done only on the Service Charges offered exclusive of all Levies & Taxes i.e., as indicated in the Price Schedule of the Bid Document.**
8. I/We certify that all the terms and conditions of the tender documents are acceptable to us.
9. I/WE agree to keep the offer open for acceptance up to 03 months.
10. I/We shall be bound by the communication of acceptance of the offer dispatched within the time and I/We also agree that if the date up to which the offer would remain open be declared a holiday for the SAMEER, Visakhapatnam, the offer will remain open for acceptance till the next working day.

NEFT (UTR) / Demand draft No. \_\_\_\_\_ dated \_\_\_\_\_ on \_\_\_\_\_  
for sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
towards EMD is enclosed with the technical bid as earnest money in the event of my tender being accepted.

I/We do hereby declare that the entries made in the tender and appendixes/schedules attached with Technical Bid are true and also that we shall be bound by the act of my/our duly constituted attorney, Shri \_\_\_\_\_ whose signature are appended hereto in the space as specified for the purpose and of any other person who in future may be appointed by me/us his stead to carry on the business of the concern whether any intimation of such charge is given to SAMEER, Visakhapatnam.

Place:

Date:

Name & Signature of the Agency with seal

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**  
**(To reach on or before date of bid opening)**

To  
The Programme Director  
SAMEER  
Visakhapatnam

Sub: Authorization for attending bid opening on \_\_\_\_\_ (date)  
in the Tender for provision of Garden Services to SAMEER, Visakhapatnam.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_ (Bidder) in order of preference given below:

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

\_\_\_\_\_  
Signature of bidder Or Officer authorized to sign the bid Documents on behalf of the bidder

**Note:**

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.



**E-PAYMENT MANDATE FORM**

To  
The Programme Director  
SAMEER  
Visakhapatnam.

Sir,

Kindly pay any amount due to me /us to our Bank Account as detailed below either by Electronic Clearance / Electronic Fund Transfer mode and the payments shall continue to be made in my/our below mentioned account till a change is requested by me/us. The Service Charges, if any, levied by the bank will be borne by me/us. We also declare that the particulars given below are correct and complete. If the transaction is delayed or not effected at all for incomplete information, I /we would not hold SAMEER, Visakhapatnam, responsible.

<b>Sl. No</b>	<b>Item Description</b>	<b>Details</b>
1.	<b>Name of the bidder / Company / firm</b>	
2.	Name of the Bank :	
3.	Name of the Branch :	
4.	Branch Code :	
5.	Branch IFSC Code :	
6.	Type of account :	
7.	Account No. :	
8.	Bank Telephone No. with code :	
9.	Bank Branch address:	

Place:

Name & Signature of the Agency with seal

Date:

**The criterion of selection as well as rejection**

1. SAMEER-CE3, Visakhapatnam. reserves the right to accept or reject any or all bids without assigning any reasons
2. SAMEER-CE3, Visakhapatnam also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/ specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. The contractor will demonstrate to SAMEER-CE3, Visakhapatnam, the following to be able to qualify for consideration at the stage of technical evaluation:
  - a) At least two years standing in the field
  - b) Experience of providing such or similar services to the Central/State Govt. Departments / Autonomous bodies/PSUs/Industries etc. during last 3 years is preferable.
  - c) At least two currently valid contracts for similar works to offices of Central/State Govt. Department/PSUs/Autonomous bodies/industries/or other similar organizations.
  - d) Submission of EMD and all documents mentioned in check-list.
  - e) Submission of Rs. 590/- by way of DD towards the cost of tender document.

*Note: Without affecting the sanctity of the above criterion, SAMEER-CE3, Visakhapatnam, has power to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and if, the situation so warrants in the interest of work of SAMEER-CE3, Visakhapatnam.*
4. Incomplete tenders would be rejected. **Further, the rejection criterion is mentioned in Annexure-III [check-list].**
5. **Bids received with 'Nil' charges or 'Complimentary' or unrealistically low charges shall not be considered. The bidders are advised to be careful while quoting rate of Service charges. The evaluation and comparison of responsive bids shall be done only on the Service Charges offered exclusive of all Levies & Taxes i.e., as indicated in the Price Schedule of the Bid Document.**
6. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001:2000, in case of same rates. The firms whose services have not been found satisfactory in the past or who have been black listed from this office will not be considered even at the first stage (i.e. their technical bid will not be opened).
7. Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfilment of provisions of labour laws with past contracts and above conditions into account together. Mere Lowest rates is not the sole criteria of selection. SAMEER-CE3, Visakhapatnam, is not bound to accept the lowest rates.

Programme Director  
SAMEER-CE3, Visakhapatnam

(To be submitted in Rs.100 Non-judicial Stamp Paper)

Format of the Agreement

This Agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ Two thousand nine between SAMEER – Centre for Electromagnetics Environmental Effects (E3), Visakhapatnam, as one part, hereinafter called SAMEER-CE3, Visakhapatnam, and M/s \_\_\_\_\_ Agency for Garden Services and Maintenance to SAMEER-CE3, Visakhapatnam, on the other part.

WHEREAS SAMEER-CE3, Visakhapatnam, is desirous to engage the Agency for providing Garden Services and Maintenance to SAMEER-CE3, at Visakhapatnam on the terms and conditions stated below:

1. The agency shall be solely responsible for compliance to provisions of various labour. Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in SAMEER-CE3, Visakhapatnam. The SAMEER-CE3, Visakhapatnam, shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at SAMEER-CE3, Visakhapatnam. The SAMEER-CE3, Visakhapatnam shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two months' notice on either side.
5. In case of non-compliance with the contract, the SAMEER-CE3, Visakhapatnam, reserves its right to:
  - a) Cancel/revoke the contract, and /or
  - b) Impose penalty upto 10% of the total annual value of contract.
6. Security deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of demand draft/ NEFT or bank guarantee from a commercial bank shall be furnished at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in SAMEER-CE3, Visakhapatnam.
8. The personnel provided by the Agency will not claim to become the employees of SAMEER-CE3, Visakhapatnam, and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in CL.
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Govt.
10. The agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of SAMEER-CE3, Visakhapatnam, in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.

12. In case of any dispute between the Agency and SAMEER-CE3, Visakhapatnam, SAMEER-CE3, Visakhapatnam shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Visakhapatnam.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Visakhapatnam in the presence of the witness:

SAMEER – Centre for Electromagnetic Environmental Effects (E3), Visakhapatnam

Witness:

1.

2.

**AGENCY**

Witness:

1.

2.