

**INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH
GOREGAON (EAST), MUMBAI**

TENDER DOCUMENT FOR

Annual Maintenance Contract of the Garden at IGIDR

NIT No.: IGIDR/Tender/2024/ED/16 Date: 17.08.2024

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH

Gen. A.K. Vaidya Marg, Film city Road, Santosh Nagar, Goregaon (East), Mumbai-400065.

Telephone: 022 6909 6200/507. Fax: 022 6909 6399.

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI

Notice Inviting Tender

"NAME OF THE WORK: **"Annual Maintenance Contract of the Garden at IGIDR"** at INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, GOREGAON, MUMBAI – 400 065."

1. IGIDR invites bids from vendors/contractors of repute for the following work:

Name of work	Estimated Contract Value (Rs.)	EMD (Rs.)	Period of Contract
(1)	(2)	(3)	(4)
Annual Maintenance Contract of the Garden at IGIDR	47.70 Lakh with GST	95,000.00	1 Year (Extendable for further 2 years)

2. The tender bids for the above-mentioned work are being invited. IGIDR Mumbai reserves its right to award the work to the successful bidder.
3. The bidder has to deposit Earnest Money of **Rs. 95,000/-** (Rupees Ninety-five thousand only) along with the bid.
4. The tender bids in two bid systems are invited through two separate Emails to tender@igidr.ac.in: **"Email-1: EMD and Prequalification Bid"** and **"Email-2: Financial bid"**. The subject of the email should be mentioned as **"Email-1: EMD and Prequalification Bid for the Annual Maintenance Contract of Garden at IGIDR"** and **"Email-2: Financial bid for the Annual Maintenance Contract of Garden at IGIDR,"** respectively. **All the bid documents should be attached as a PDF document or zip file, and the financial bid file should be protected with a password.**
5. The last date of submission of the tender bid shall be on **06.09.2024 at the end of the day**.
6. The Institute reserves the right to reject any prospective application without assigning any reasons whatsoever and also reserves the right to award only one contract to the bidder if applied for multiple tenders or having existing contracts at the Institute.
7. The intending bidder should inspect the site and understand the nature and scope of the services before quoting the rates.

REGISTRAR

SECTION - 'A'
Letter of Offer

Date _____

To,
The Registrar,
Indira Gandhi Institute of Development Research,
Gen. A.K. Vaidya Marg, Film city Road,
Goregaon (East), Mumbai- 400065.

Subject: Tender for "Annual Maintenance Contract of the Garden at IGIDR"
Reference: Tender Advertisement No. IGIDR/Tender/2024/ED/16 dated 06.09.2024

Dear Sir,

With respect to your above-mentioned tender, I / We hereby submit my / our tender in the required format along with Company Profile and supporting documents.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the IGIDR the amount mentioned in the said Conditions.

I/We have deposited **NEFT/DD/FDR/BG** of Rupees Ninety-five thousand only or MSME exemption Certificate as earnest money to the IGIDR, which will not bear any interest. Should I/We fail to execute the contract when called upon to do so. I/We do hereby agree that this sum shall be forfeited by me/us to the IGIDR.

I / We have carefully gone through the terms and conditions prescribed, and I / We accept the same without any alterations/modifications.

Yours faithfully,

Signature

Name & seal of bidder

**To be submitted on company letterhead duly signed and stamped on it.*

SECTION - 'B'
GENERAL INSTRUCTIONS TO BIDDERS

Tender bids through email should be addressed to The Registrar, Indira Gandhi Institute of Development Research, Goregaon (East), Mumbai-400065.

1. Bidder has to deposit Earnest Money of **Rs. 95,000/-** (Rupees Ninety-five thousand only) through NEFT/DD/FDR/BG to "INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI" Account No. 010220100010001, IFSC code: BKID0000102, Branch name: IGIDR, Bank Name: Bank of India and UTR number with a screenshot of the transaction should be included in the part of the tender document towards Earnest money.
2. **The bidders registered under MSE are exempted from submission of EMD, but they should submit the necessary copy of the MSME certificate for exemption.**
3. The tender bids in two bid systems are invited through two separate Emails to tender@igidr.ac.in: "**Email-1: EMD and Prequalification Bid**" and "**Email-2: Financial bid**". The subject of the email should be mentioned as "**Email-1: EMD and Prequalification Bid for Annual Maintenance Contract of Garden at IGIDR**" and "**Email-2: Financial bid for Annual Maintenance Contract of Garden at IGIDR,**" respectively. **All the bid documents should be attached as a PDF document or zip file. In case the bidder cannot attach a single bid file to an email, then they can split their bid and submit in multiple emails with mentioning in the email subject as Part-I, II, III.... etc.**
4. All the required documents should be scanned and merged either into a single PDF file or zipped into a single and attached to the respective Emails. **The financial bid should be attached as a PDF document protected with a password, and the password is to be shared during the opening of the financial bid through an online meeting. The vendor should keep their password secure with them and be required to give it only when asked in an online meeting for a financial bid opening.**
5. The bids should be received by **6th September 2024 at the end of the day**. Each copy of the tender document is under their stamp and signature. No tender will be accepted after **06.09.2024** under any circumstances whatsoever.
6. The Email bid with the subject "EMD & Prequalification Bid for Annual Maintenance Contract of Garden at IGIDR" shall be opened by the tender opening committee on the following day, **9th September 2024, at 02:30 PM**. through an online meeting platform. The link to the meeting will be shared with participating bidders. In case the Government declares a holiday on the day of opening the bids, the bids will be opened on the next working day at the same time.
7. The Financial bid for the Annual Maintenance Contract of the Garden at IGIDR of only qualified bidders will be opened. The date of opening of the price bid shall be informed by the Institute to the qualified bidders. The date of opening of the financial bid and link for an online meeting shall be notified by the Institute to the qualified bidders. **The bidders should provide the password of the financial bid PDF file during the opening of the financial bid. If the bidder can NOT give a password for a financial bid at the opening, then their bid shall be rejected.**
8. The tender bid shall remain valid for acceptance by the Institute for a period of three months from the date of opening the bid, the period of which may be extended by mutual agreement, and the bidder shall not cancel or withdraw the tender bid during this period.

9. The bidder must use only the tender forms issued by the Institute to fill in the rates. Any addition/alteration in the text of the tender form made by the bidder shall not be valid and shall be treated as null and void.
10. The tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Institute at its discretion.
11. Rates should be quoted in figures and words in the specified columns. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Institute's option. No advice whatsoever, especially on any change in rate specifications after the opening of the tender, will be entertained.
12. Each Page of the Tender document should be stamped and signed by the authorized person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of the contract, General specifications/Scope of work, Special Conditions, etc., as laid down. Any tender bid with any of the documents not so signed will be rejected.
13. A tender that is not accompanied by EMD will not be considered. The EMD will be returned to the bidder if their tender is not accepted by the Institute but without interest. The EMD paid by the successful bidder shall be held/encashed by the IGIDR as security for the execution and fulfillment of the contract. No interest shall be paid on this deposit. The EMD of the successful bidder may be converted into a Performance Security Deposit. The security deposit of the successful bidder will be forfeited if they fail to comply with any of the conditions of the contract. No interest will be paid on Security Deposit withheld by the Institute.
14. Tenders incomplete in any form will be rejected outright; conditional offers will not be accepted.
15. The Institute does not bind itself to accept the lowest or any bid and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
16. Institute reserves the right to divide the work mentioned in the tender, amongst two or more bidders at its own discretion, and the successful bidders will have to execute orders for Part of the items placed with them at the quoted rates. The Institute also reserves the right to increase or decrease the quantities (number of manpower) and even omit any item of work after the order is placed, and the successful bidder shall execute the same without claiming anything extra for the same. In this context, the rates quoted for each item must be self-supporting and relevant.
17. On receipt of intimation from the IGIDR of the acceptance of his/their tender, the successful vendor/contractor shall be bound to sign the formal Contract, and within seven days thereof, the successful vendor/contractor shall sign an agreement and the Schedule of Conditions but the written acceptance by Indira Gandhi Institute of Development Research and the Contractor so, whether such formal agreement is or is not subsequently executed. The cost of necessary Stamp paper for execution of the agreement shall be borne by the successful vendor/contractor.
18. No bidder will be allowed to withdraw after submission of the tender; otherwise, the EMD submitted by the bidder would stand forfeited. In case the successful bidder declines the offer of a contract (or refuses to acknowledge or execute the contract within 15 days of award of order), for whatever reasons, their EMD will be forfeited.
19. The rates quoted in the bid shall include all charges like PF, ESIC, Reliever charges, Management fees, Shoes, Raincoat, Uniforms, Caps, etc. The rates shall also be firm and shall not be subject to exchange

variations, labour conditions, or any conditions whatsoever. Bid must include in their rates applicable GST and any other tax and duty or other levy, whether existing or future, levied by the Central Government or any State Government or Local Authority, if applicable. No claim in respect of GST or any other tax, duty, or levy, whether existing or future, shall be entertained by the Employer.

20. **The Institute reserves the right to award only one contract to one bidder in case the bidder has applied for multiple tenders or has an existing contract at the Institute.**
21. **The intending bidder can obtain any clarifications regarding the tender document, scope of work, etc., if any, by contacting Mr. Amit Gaikwad (Estate Officer) by email at estateofficer@igidr.ac.in or contact 022 6909 6507 or from the Estate Department of the Indira Gandhi Institute of Development Research, Goregaon, Mumbai-400 065 on any Institute's working day from Monday to Friday.**

I/We hereby declare that I/we have read and understood the above instructions and will remain binding upon me/us.

Place:

Signature of the Bidder with seal

Date:

SECTION - 'C'
SPECIAL CONDITIONS

1. The workmen will not be allowed to stay within the premises.
2. Permission, if any, required from the local bodies shall be obtained by the successful bidder at his cost.
3. The Successful Bidder shall offer employment to the existing workers (hereinafter referred to as "the existing Workers") currently carrying out the gardening work as contemplated by the present tender. If the said workers accept the offer for employment, the Successful Bidder shall absorb the said workers into their organization and deploy them for the purposes of the present tender. The Successful Bidder shall bear all obligations towards their employment.
4. The successful bidder shall employ the adequate number of persons (inclusive of the existing workers as mentioned in clause 3 above) as agreed to by the Institute for satisfactory fulfillment of his contractual obligations as per this agreement and shall provide the adequate number of persons with appropriate training and experience, at its own expense, for the proper discharge of the responsibilities entrusted to them.
5. The successful bidder shall decide the mode and manner of work to be done by his workmen.
6. The successful bidder shall comply with the labour acts or any other labour laws and minimum wage acts in force from time to time for all the workers he employs, including the existing workers.
7. If the successful bidder contravenes any provisions of the law, and the Institute suffers any damage or loss or harm due to any acts of commission or omission of the Contractor, the Contractor is bound to indemnify the Institute. The Contractor shall also be responsible for discharging all legal liabilities towards the Institute and observing all laws and government rules relating to labour laws.
8. The successful bidder shall execute the necessary agreement with the Institute within 07 days of issuance of the work order/declaration as the Successful Bidder, whichever is earlier.
9. The successful bidder shall use only approved brand materials if any are required.
10. The work has to be carried out with the least inconvenience to the staff.
11. The successful bidder has to obtain permission from the local authorities as per the existing local bylaws for such works, and the charges/fees, if any, must be borne and paid by the Contractor.
12. The successful bidder should have a valid labour license from Labour Commissioner wherever the number of laborers engaged is 50 or more.
13. The successful bidder shall have the addresses and photographs of their workmen being engaged by them for the said work. Workmen will be allowed to enter the building/campus only upon producing the photo pass issued by the Institute.
14. The successful bidder may explore the possibility of absorbing the workers from the current Contractor in his role after following due compliance, procedures, and rules.
15. The successful bidder has to line up the candidates/staff to be deputed for the said contract in the Institute, and the Institute reserves the right to select the candidates from the same. Any workers absorbed from the existing workmen are deemed to be selected candidates.

16. The successful bidder has to transfer the payment of wages to his labour/staff to their respective bank account only before the 07th day of every month. The successful bidder should attach a copy of the bank statement for salary transfer to his labours/staff, a copy of ESIC challan, PF challan, ECR statement, Payment receipts, GST challan, GSTR-1 screenshot, etc., to be furnished along with the next month's bill.
17. The successful bidder should release the salary to the staff before the 7th day of each month irrespective of receipt of their bill payment from the Institute; if he fails to do so repeatedly, their contract may be terminated by giving notice as per the 'Termination clause No. 9 in section-D of the tender'.
18. The payment towards bonus and any leave encashment to the workers shall be paid extra at actual as per minimum wage act.
19. **The successful bidder should provide two sets of Uniforms-Shirts & Pants (Khaki-heavy cloth), Gumshoes and White caps every year, and Raincoats (Duck Back -Double layer pant-shirt) once every two years to staff within first month of the contract. If the Institute provides uniforms/Gumboots/Raincoats/Caps to the workers, the expenses/amount incurred along with overhead charges shall be recovered from the successful bidder's bill.**
20. **In the financial bid form, if any bidder quotes the management fees/service charges/overhead profit below 3.85%, then the bid shall be treated as NIL and rejected.**
21. Any damage caused to the Institute's properties shall be made good by the Contractor at their own cost.
22. The successful bidder shall carry out the work strictly following the specification details and instructions of the Institute In Charge.

I/We hereby declare that I/we have read and understood the above terms and conditions that form Part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place:

Signature of the Bidder with seal

Date:

SECTION - 'D'
TERMS AND CONDITIONS

Upon the declaration of an intending vendor/bidder to be the Successful Bidder by the Institute, they shall be subject to the following terms and conditions that shall form Part of the Formal Contract to be executed with the Institute.

1. The successful bidders shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the IGIDR. In case of breach of these conditions, the IGIDR may serve a notice in writing on the Contractor rescinding the contract.
2. In all matters of dispute arising on the work, the matter shall be referred to **The Registrar, Indira Gandhi Institute of Development Research, Goregaon** for a decision.
3. In the event that the Successful Bidder is not satisfied by the decision of the Registrar, Indira Gandhi Institute of Development Research, the dispute shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any enactment thereof. The Arbitral Tribunal shall consist of one arbitrator appointed by the Institute. The place of arbitration shall be Mumbai, and any award, whether interim or final, shall be made and deemed for all purposes between the parties to be made in Mumbai. The arbitration proceedings shall be conducted in English, and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law. The arbitral tribunal's award shall be final, conclusive, and binding upon the Successful Bidder and the Institute.

4. Insurance Clause:

The Contractor shall be responsible for all injury to persons, animals, or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor's employees, whether such injury or damage arises from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract.

5. Performance Security Deposit (PSD):

The successful bidder will have to deposit a Performance Security Deposit (PSD) @ **5%** of the total value of the contract amount for one year, subject to the revision at the time of placing the work order, within 15 days of the receipt of the formal order. The performance security will be furnished in the form of an account payee Demand Draft or Fixed Deposit Receipt or Bank Guarantee from a commercial bank drawn in favour of "The Registrar, Indira Gandhi Institute of Development Research, Mumbai," payable at Mumbai. The performance security should remain valid for 60 days beyond the completion

date of all the contractual obligations of the service provider. If the successful bidder submits the MSME certificate instead of EMD, they must deposit the PSD amount. This deposit shall be forfeited in case the successful bidder fails to discharge its duties/commitments or whose contract is terminated prematurely.

6. Payment Terms:

- a. Payment shall be made to the Contractor after successful completion of the month within seven days of submission of the certified invoice along with supporting documents.
- b. Payment for consultancy services shall be subject to the completion of minimum visits as mentioned in the tender. In case there are fewer visits, the payment shall be deducted proportionately.

7. Tenure of Contract:

Initially, the contract period shall be for **one** year from the date of award of the order; however, it can be extended for a further two years based on a review of the performance of the successful bidder yearly on the same rates (except revision of wages as per Minimum Wage Act), terms & conditions.

8. The successful bidder should submit the following documents within seven days of issuance of the work order.

- a. Workmen Compensation Policy for all the employees/workers is to be deputed on the site as per the Workmen Compensation Act, which should also cover hospitalization. This policy will be added to the ESIC, and the amount paid towards the workers' compensation policy will be reimbursed by the Institute after submission of the policy document and payment receipt.
- b. The contract agreement of Rs.500/- stamp paper is duly notarized (The draft is enclosed along with the tender).
- c. Police verification and medical of the personnel/ labors to be engaged and deployed on-site.
- d. Documents of labor engaged mentioning their bio-data and photocopy of Aadhar & PAN Card along with One Photograph, etc.

9. Termination Clause:

- 9.1 Without prejudice to any other remedy available to the Institute, in case of default on the part of the successful bidder in the performance of this contract or in the discharge of any contractual obligations arising out of this contract or if the successful bidder commits substantial breach of his obligations and such breach is not corrected within 15 (fifteen) days from the date of receipt of the notice specifying

the breach, by the successful bidder, the Institute may terminate this contract by giving a 30(thirty) days written notice of intended termination to the Contractor.

- 9.2 In the event of this Contract being terminated, the Institute shall be liable to make payments of the amount due under this Contract up to the effective date of termination for which services (including parts thereof) have been rendered by the Contractor subject to clause 9.5 hereunder.
- 9.3 Notwithstanding anything contained herein above, the Institute may terminate this contract at any time by giving one month's notice to the successful bidder without assigning any reason thereof and without prejudice to the rights of the Institute to recover any money becoming due and payable to the Institute under this Contract. The successful bidder may terminate this Contract at any time by giving two months' notice to the Institute without assigning any reason thereof.
- 9.4 Forthwith, on the expiry or earlier termination of this Contract, the Contractor shall return to the Institute all materials and equipment belonging to the Institute with regard to this Contract. The Institute shall also inform the successful bidder of a time when it can collect its equipment stored in the Institute, and the Contractor shall collect the same. In the event that the successful bidder does not collect its equipment by the appointed time, the Institute shall not be liable for the same thereafter.
- 9.5 Forthwith, on the expiry or earlier termination of this Contract, the Institute shall determine the costs of execution, the cost of remedying any defects (if any), and the cost of completion of the work (if required). The Institute shall be entitled to recover from the successful bidder the extra costs, if incurred, after adjusting the same against the Performance Security Deposit made by the successful bidder.
- 9.6 On the earlier termination of this Contract due to failure to discharge its duties, the Performance Security Deposit shall stand forfeited by the Institute.

I/We hereby declare that I/we have read and understood the above terms and conditions that form Part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place:

Signature of the Bidder with seal

Date:

SECTION - 'E'
QUALIFICATION CRITERIA

- **Minimum Qualification Documents to be submitted by the bidder along with qualification Bid:**
 - a) The bidder should have a minimum of **05** years of experience in providing Garden/Landscape maintenance services in various organizations. Should submit documentary proof to provide the services.
 - b) The bidder should be registered with the appropriate registration authorities. The bidder should submit a copy of the Registration of the firm/company (like Shop & Establishment or Certificate of Incorporation or Partnership Deed/MOA or Affidavit in case of a proprietary firm).
 - c) Copy of Registration of Provident fund and ESIC
 - d) Copy of Registration of Goods & Service Tax and PAN
 - e) Copy of Registration of Labour License if applicable
 - f) The bidder should have an average annual turnover of **Rs. 50.00 Lakh** for the garden maintenance services only in the last three financial years, i.e., FY 2020-21/ FY 2023-24, and FY 2021-22, and FY 2022-23. The bidder should submit the audited balance sheets, P & L account statements, or CA certificate for the turnover amount of the above three financial years duly certified by CA. In the case of FY 2023-24, a bidder may submit a provisional turnover certificate duly certified by CA.
 - g) The bidder should have experience in successful execution of Garden/Landscape maintenance/service contracts during the last 07 years ending till last month in any organization either of the following-
 - i. At least 01 similar work costing not less than **Rs. 38,15,000/-** in any organization **or**
 - ii. At least 02 similar works costing not less than **Rs. 23,85,000/-** in any two organizations **or**
 - iii. At least 03 similar works costing not less than **Rs. 19,08,000/-** in any three organizations**(Copy of Work orders/agreements or completion certificates from the client should be submitted).**
 - h) Bidders should submit a list of at least two clients with the names and contact numbers of their representatives.
 - i) Bidder may submit a copy of the certificate of appreciation, if any.
 - j) The bidder should have either the Registered Office or one of the Branch Office located in the territory region of MMRDA.
 - k) The bidder should not be blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency (Submit Undertaking As per **Annexure-A**).

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice for the purpose. All documentary

proof must be listed on the letter pad of the company duly stamped and signed by the authorized person of the agency and attached as a PDF file to be submitted along with the qualification bid (Email-1).

- Information to be furnished by the bidder:

Sr. No.	Item	Information to be filled by Bidder
1	Name of the bidder	
2.	Address	
3	Name of Contact Person: Telephone Number: Office /Residence: Mobile Number: Email address-	
4	Details of Registration (number & date)	
5	Month and year in which the firm/company was formed/ incorporated.	
6	Type of organization (Sole Proprietor, Partnership, Pvt. Ltd., Public Ltd., etc.)	
7	Enclose a copy of the partnership deed, Articles of Association or MOA, or Affidavit (in case of firm)	
8	Average Annual Turnover of Last Three Financial Year (attached audited balance sheets & profit & Loss account statements)	FY 2020-21/FY 2023-24 FY 2021-22 FY 2022-23
9	Bank Account Details	Bank Name: Account Number: IFSC Code:

Date:

Signature of the Bidder with seal

SECTION - 'F'
TECHNICAL BID

1. Schedule of Manpower Deputation:

- 1.1. Supervisor – 1 No.
 - 1.2. Garden workers (Male) Skilled- Nil
 - 1.3. Garden workers (Male) Semi-skilled- 4 Nos.
 - 1.4. Garden workers (Male) Unskilled- 10 Nos.
 - 1.5. **An Experienced Mali cum Consultant (Consultancy Services) – 1 No.**
 - **A Mali cum Consultant should have at least 20+ years of experience in gardening.**
 - **A consultant should visit six days a week for at least 4 hours per day for Inspection of gardens, supervision of gardening/Landscaping works, tree plantation, and consultation with the Institute on the garden development.**
 - **The Consultant shall advise on the improvement and maintenance of the Gardens from time to time.**
 - **The Institute reserves the right to select an appropriate candidate for this consultancy service.**
- **The manpower requirement may change depending on the requirements of the Institute, and the successful bidder should be bound to fulfill the same accordingly.**

2. Scope of Work:

The Contractor shall organize the renovation and maintenance of the gardens in coordination with the Institute's officials to make the gardens look and feel very colorful and beautiful. The routine works shall be Cleaning, leveling and Dressing of Green Areas, clearing of wild grass, pruning of trees, etc. of all the green lawns, the area around office premises, multistory buildings, residential quarters, Guest house, New Hostel, Swimming pool, Director's Bungalow, tennis court, children park, nursery, gardens along the road from main gate to multistory buildings, electrical sub-station, pump house and other miscellaneous works prescribed from time to time. The nature of work will be moving, cutting, and cleaning lawns, borders, and shrubs, as well as watering, manure preparing/dosing works, etc., in the garden area from time to time. Potted plants will be arranged for Seminars/conferences as and when required, as instructed by IGIDR officials.

Further, the Contractor shall carry out the following works on the campus:

- Red soil and manure are to be stored before the monsoon season for potted plants and flowering plants.
- Sharpening of garden tools
- Development and cultivation of New flower beds and seasonal flowers.

- Preparation of more flowering beds along the roadside.
 - Pruning of plants & trees.
 - Repotting plants in the nursery.
 - Plantation of new plants & trees in monsoon.
 - Sprinkler system maintenance from time to time.
 - Light pruning, cleaning, and clearing wild grass and weeds around residential buildings, children's Park, guest house, swimming pool, research blocks garden, Director's Bungalow, etc.
 - Tree painting, brick border/curb stone painting.
 - Dressing, Manure dosing, weeds out in the garden.
 - Shifting, backfilling & leveling of soil.
 - The Contractor shall depute two workmen for the operation of an Organic waste converter machine or compost plants to prepare manure from garden & canteen/kitchen waste for at least 2-3 hours daily as per the requirement.
 - **The field officer/manager of the successful bidder should visit the Institute fortnightly (at least twice a month) to ensure the smooth execution of the contract.**
- **Materials and Articles:**
 1. The Institute shall provide all necessary materials, equipment, water, electricity, items, and articles required for maintaining and cleaning the institute premises and for satisfactory performance of obligations by the Contractor.
 2. If the Contractor purchases any materials and/or items with the sanction of the Institute, the amount shall be reimbursed by the Institute to the Contractor on the production of necessary bills and satisfactory certification of the material received.
 3. The Contractor shall be responsible for using materials provided by the Institute and must maintain and upkeep them in proper order.
 4. In respect of raw materials, the Contractor shall maintain a proper register and give an account of the raw materials consumed and the balance returned to the Institute.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the successful bidder.

Place:
Date:

Signature of the Bidder with seal

SECTION - 'G'
ARTICLES OF AGREEMENT

Agreement for the Annual Contract of Garden Maintenance at IGIDR

THIS AGREEMENT is made and executed at Mumbai on this _____ day of _____, Two Thousand Twenty-Four (2024).

BETWEEN

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, a Society established by Reserve Bank of India and registered under the Societies Registration Act, 1860 and located at General Arun Kumar Vaidya Marg, Goregaon (E), Mumbai- 400065 hereinafter referred to as "IGIDR" (which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and the trustee or trustees for the time being, the survivor or survivors of them and assigns) of the One Part:

AND

M/s....., a sole proprietary concern of and having an office at hereinafter referred to as "**the contractor**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the heirs, successors, assignees, executors, and administrators) on the Other Part.

WHEREAS IGIDR was desirous of awarding the contract for the "**Annual Maintenance Contract of the Garden**" at its campus situated at Gen. A.K. Vaidya Marg, Santosh Nagar, Goregaon (East), Mumbai 400065, issued a Tender for **Annual Maintenance Contract of Garden at IGIDR** bearing NIT No.: IGIDR/Tender/2024/ED/.... Dated08.2024 (hereinafter referred to as "**the Tender**") inviting bids from Vendors/firms/contractors as stated therein.

AND WHEREAS the Contractor submitted his Tender Bid and Financial Bid on _____ 2024, and upon the representations made by the Contractor, IGIDR issued its Work Order bearing Ref. No. W.O. No. IGI/ED/2024/.... dated _____ 2024 to the Contractor (hereinafter referred to as "**the Work Order**").

AND WHEREAS the parties have thought it expedient to put forth the terms and conditions in writing as hereinafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESS AS FOLLOWS:

1. This Agreement period shall be for 1 (one) year from, 2024 to, 2024; however, it can be extended for a further 02 (two) years based on a review of your performance yearly on the same rates (except revision of wages as per minimum wages act), terms & conditions. This agreement can be terminated at any time in terms of **clause 7 (Termination) stated herein.**

2. PAYMENT TERMS:

2.1 IGIDR will pay an aggregate sum of **Rs.** (In words rupees.....) per month to **the Contractor** under this agreement. The amount includes management fees/service and consultant service charges.

2.2 Payment shall be made to the Contractor upon submission of certified invoice along with supporting documents. IGIDR shall make applicable deductions or withholdings of taxes as prescribed under the Income Tax Act, 1961, or other applicable laws out of the payments to the Contractor. TDS certificate shall be issued quarterly.

2.3 The Contractor shall/has deposit/deposited a sum of **Rs.** (In words rupees.....) being the Performance Security Deposit ("**the PSD**") under this agreement. PSD shall be valid for a further 60 days beyond the completion date of all the contractual obligations under this agreement. PSD shall be forfeited if the Contractor fails to discharge his duties/commitments or upon early termination of this agreement.

3. SCOPE OF THE CONTRACTOR'S WORK

3.1 Based on the representations and warranties of the Contractor as set out in the Tender Bid pursuant to the tender issued by the Institute, the Institute hereby appoints the Contractor to provide garden workers and provide consultation and technical supervision for the maintenance of the garden in the campus of IGIDR on terms and conditions stated herein. The Tender, the Tender Bid, and the Work Order shall form an integral part of this agreement.

3.2 The Contractor shall employ as per the following
Schedule of Manpower Deputation:

- a. Supervisor – 1 No.
- b. Garden workers (Male) Skilled- Nil
- c. Garden workers (Male) Semi-skilled- 4 Nos.
- d. Garden workers (Male) Unskilled- 10 Nos.
- e. **Mali Cum Consultant (1 No.) - Visit six days a week for at least 4 hours per day for Inspection of gardens, supervision of gardening works, and consultation with the Institute on garden development.**

3.3 The manpower requirement may change as per the requirement at IGIDR and with the written consent of IGIDR. The contractor should be bound to fulfil the same accordingly.

3.4 The Contractor shall renovate and maintain the gardens on IGIDR's campus at Gen. A. K. Vaidya Marg, Santosh Nagar, Goregaon (East), Mumbai 400 065, in coordination with IGIDR. The routine works shall be cleaning, leveling and dressing of green areas, clearing of wild grass, pruning of trees, etc. of all the green lawns, the area around office premises, multistory buildings, residential quarters, guest house, new hostel, swimming pool, Director's Bungalow, tennis court, children park, nursery, gardens along the road from main gate to multistory buildings, electrical sub-station, pump house and other miscellaneous works prescribed from time to time. The nature of work will be moving, cutting, and cleaning lawns, borders, and shrubs, as well as watering, manure preparing/dosing works, etc., in the garden area from time to time. Potted plants will be arranged for Seminars/conferences as and when required as per instructions from IGIDR officials.

3.5 Further, the Contractor shall carry out the following works on the Institute's campus:

- a. Red soil and manure are to be stored before the monsoon season for potted plants and flowering plants.
- b. Sharpening of garden tools
- c. Development and cultivation of New flower beds and seasonal flowers.
- d. Preparation of more flowering beds along the roadside.
- e. Pruning of plants & trees.
- f. Repotting plants in the nursery.
- g. Plantation of new plants & trees in monsoon.
- h. Sprinkler system maintenance from time to time.
- i. Light pruning, cleaning, and clearing wild grass and weeds around residential buildings, Children's Park, Guest house, Swimming pool, Research blocks gardens, Director's Bungalow, etc.
- j. Tree painting, brick border/curb stone painting.
- k. Dressing, Manure dosing, weeds out in the garden.
- l. Shifting, backfilling & leveling of soil.

3.6 The Contractor shall depute two workmen for the operation of an organic waste converter machine or compost plants for the preparation of manure from garden & canteen/kitchen wastes for at least 2-3 hours daily as per the requirement of IGIDR.

3.7 The field officer/manager of the successful bidder should visit the Institute fortnightly (at least twice a month) to ensure the smooth execution of the contract.

4. CONTRACTOR'S COVENANTS:

The Contractor hereby covenants:

- 4.1 He will employ such a number of unskilled workers as agreed to by IGIDR for the satisfactory fulfillment of his contractual obligations. The workers shall have good character and be well-behaved.
- 4.2 He shall furnish in writing the names, age, residential addresses, qualifications, specimen signature or thumb impression, and photograph of all workers whom he proposes to employ for the purpose of this agreement

- before they are so employed, and IGIDR will be at liberty to forbid the employment of any person whom it may consider undesirable.
- 4.3 He shall maintain a proper record/register for daily activities at IGIDR.
 - 4.4 The work has to be carried out with the least inconvenience to the staff of IGIDR.
 - 4.5 The workers engaged by him shall be under the general discipline of the authority and shall conform to such directions as may be issued by IGIDR in respect of points of entry or routes of entry to and from the premises and in respect of the use of toilet and wash basin/rooms.
 - 4.6 He will have to carry out the work as per the instructions issued by IGIDR authorities from time to time and submit the work schedule for their approval. In the event that any damage is caused to properties belonging to IGIDR or any other agency within the campus by the employees of the Contractor, the appropriate amount shall be deducted from his bill.
 - 4.7 It is specifically agreed that neither the Contractor nor any of the workmen engaged by the Contractor shall at any time claim any benefit of employment, the lien on employment, or permanency of employment with IGIDR by virtue of having worked as a contractor and his workmen having worked as his contract workmen as per this agreement.
 - 4.8 He shall ensure that the employment of workers by the Contractor, either by contract labor or otherwise, is in accordance with the provisions of the relevant labor laws, and the Contractor shall discharge his responsibilities as the Employer as provided in the said labor laws. In particular but not limited to this, the Contractor shall pay the contract workmen wages not below the minimum wages as announced by the appropriate Government as may be applicable to the different categories of workmen engaged by the Contractor. The Contractor shall also be responsible for granting the workmen statutory benefits as applicable to them under the provisions of the relevant labor laws, including but not limited to Provident Fund, Gratuity, Maternity Leave, etc.
 - 4.9 In case any of the workmen engaged by the Contractor meet with a fatal accident or injury arising out of or in the course of their employment, then the Contractor shall be responsible for the payment of compensation as may be determined under the provisions of appropriate law.
 - 4.10 He shall maintain up-to-date records required to be maintained under the provisions of the contract labour act, as well as any other act applicable to the contract workmen. The Contractor shall also keep all such records in the premises of IGIDR at Goregaon (East) and produce them, on-demand, before any authorized officer of IGIDR or any authorized Government Officer for Inspection.
 - 4.11 In case of default by the Contractor in payment to any workmen and to any Government authority in breach of contract of employment or breach of any statutory provisions as applicable, IGIDR Shall be, at all times, entitled to recover the said amount from the Contractor as debit payable by the Contractor to IGIDR and the Contractor will be liable for the debt of such amount to IGIDR.
 - 4.12 He shall be paid the wages of the workers as per the minimum wages as announced by the appropriate Government from time to time and including administrative/service & consultation charges per month on the monthly wage bill as consideration towards the satisfactory discharge of his contractual obligations under

this agreement. The Contractor shall transfer the payment of wages to his labour/staff to their respective bank account only before the 07th day of every month. The Contractor's/Employer's contribution towards the PF, ESIC as per the relevant Acts, cost of Uniforms-Shirts & Pants (two sets every year), Gumshoes and White caps every year, and Raincoats (Duck Back-Double layer pant-shirt) once in two years to be used while on duty in the campus. In addition to the above, the Contractor may take out necessary insurance cover at his cost, the premium amount of which will be reimbursed to the Contractor as per the norms followed. In addition, the Contractor shall be paid a bonus as announced by the appropriate Government from time to time and payment towards leave encashment at actual.

- 4.13 He shall transfer salary to the employee in their respective bank account and ensure that the employee/worker holds the savings bank account and that the same should be recorded. He should attach ESIC, EPF Challan, Goods & Service Tax Challan, and the previous month's bank statement, indicating payment made to the laborers, with the next/upcoming bill. Also, the certificate shows details such as the Name of the employee, bank account number, ESIC Number, PF Number, amount of salary paid, amount of employee, and employer contribution towards PF & ESIC. The Contractor shall maintain records of all such payments made by him and produce the same to IGIDR on demand. The Contractor may take out necessary cover for workmen's compensation policy at his cost, the premium amount of which will be reimbursed to the Contractor as per the norms followed and provide the necessary proof to IGIDR.
- 4.14 He shall carry out the upkeep of the garden implements used during gardening activity as and when required. The cost of upkeep will be reimbursed to the Contractor on the production of necessary bill/payment vouchers and certification of the satisfactory work done.
- 4.15 He shall be responsible for maintaining the records of all payments made by him to the workers employed for the purpose of this agreement, whether towards salary or statutory payments, including but not limited to provident fund, minimum wage, gratuity, maternity leave, etc.
- 4.16 He shall provide copies of ESIC Challan, EPF Challan, PF & ESIC payment receipts, ECR copies, GST Challan, Screenshot of GSTR-1, and the previous month's bank statement indicating payment made to the laborers with the monthly bill to IGIDR.
- 4.17 He shall provide copies of the Certificates showing details such as Name of employee, Bank Account No., ESIC No., PF No., Amount of salary paid, Amount of employee and employer contribution towards PF & ESIC to IGIDR with the Contractor's monthly bill.
- 4.18 He shall furnish to IGIDR, upon the termination of this agreement, a copy of the records maintained by the Contractor in respect of the payment of salary and statutory dues of the workmen employed to fulfill the scope of work under this agreement shall be furnished to IGIDR upon the termination of this agreement along with a certificate from the Contractor that the copies furnished are true and complete.
- 4.19 If the Contractor contravenes any provisions of the law, and the Institute suffers any damage or, loss, or harm due to any acts of commission or omission of the Contractor, the Contractor is bound to indemnify the Institute. The Contractor shall also be responsible for the discharge of all legal liabilities towards the Institute and for observing all laws and government rules relating to labour laws.

- 4.20 The workmen will not be allowed to stay within the premises of IGIDR.
- 4.21 The Contractor shall be responsible for all injury to persons, animals, or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any of his employees, whether such injury or damage arises from carelessness, accident or any other case whatever in any way connected with the carrying out of this agreement.

5. IGIDR COVENANTS AND RIGHTS:

IGIDR covenants with the Contractor as under:

- 5.1 It shall provide all the materials and equipment as per the requirements intimated by the Contractor in the course of work.
- 5.2 Upon due performance of the Contractor's obligations under this agreement, it shall pay the monthly fee mentioned in Clause 2, providing the monthly bill along with supporting documents for the services rendered under this agreement.
- 5.3 It shall ensure that there is a storage area assigned for the Contractor to safely store materials and equipment.
- 5.4 It shall have the right to forbid the employment of any person whom it may consider undesirable. During the course of this agreement, if the Institute finds that the workman/employee deputed by the Contractor is unsuitable, then the Contractor, upon the written intimation by the Institute to such effect, shall forthwith replace such workman/employee with a suitable workman/employee. The workers engaged by him shall be under the general discipline of the authority and shall conform to such directions as may be issued by IGIDR in respect of points of entry or routes of entry to and from the premises and in respect of the use of toilet and wash basin/rooms.
- 5.5 It shall have the right to inspect all of the records pertaining to the payments and compliance with the relevant labor laws as and when it desires. IGIDR shall also have the right to inspect the said records after the term of this agreement for any reason whatsoever, and the Contractor shall not deny the same.
- 5.6 It shall have the right to inspect all of the records pertaining to purchases and usage of material provided towards the rendering of services under this agreement.

6. INDEMNITY:

- 6.1 The Contractor agrees to keep IGIDR indemnified against direct losses, damages, costs, expenses, penalties, payments, and liability whatsoever, including reasonable legal fees that IGIDR may suffer or incur directly as a result of rendering the services to IGIDR under this agreement.
- 6.2 The Contractor shall keep IGIDR indemnified in case any action is taken against IGIDR by any authorities on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications, including amendments. If IGIDR is caused to pay or reimburse such amounts as may be necessary to cause or observe or for non-observance of the provisions stipulated in the notifications/bye-laws/acts/rules/regulations including amendments, if any, on the Part of the Contractor, IGIDR shall have the right to deduct any money due to the Contractor. IGIDR shall also have the right to recover from the

Contractor any sum required or estimated to be required for making good the loss or damage suffered by IGIDR.

7. TERMINATION

- 7.1 Without prejudice to any other remedy available to IGIDR, in case of default on the Part of the Contractor in the performance of this agreement or in the discharge of any contractual obligations arising out of this agreement or if the Contractor commits substantial breach of his obligations and such breach is not corrected within 15 (fifteen) days from the date of receipt of the notice specifying the breach, by the Contractor, IGIDR may terminate this agreement by giving a 30 (thirty) days written notice of intended termination to the Contractor.
- 7.2 In the event of this agreement being terminated, IGIDR shall be liable to make payments of the amount due under this agreement up to the effective date of termination for which services (including parts thereof) have been rendered by the Contractor subject to clause 7.5 hereunder.
- 7.3 Notwithstanding anything contained herein above, IGIDR may terminate this agreement at any time by giving one month's notice to the Contractor without assigning any reason thereof and without prejudice to the rights of IGIDR to recover any money becoming due and payable to IGIDR under this Contract. The Contractor may terminate this agreement at any time by giving two months' notice to IGIDR without assigning any reason thereof.
- 7.4 Forthwith, on the expiry or earlier termination of this agreement, the Contractor shall return to IGIDR all materials and equipment belonging to IGIDR with regard to this agreement. IGIDR shall also inform the Contractor of a time when it can collect his equipment stored in IGIDR, and the Contractor shall collect the same. In the event that the Contractor does not collect his equipment by the appointed time, IGIDR shall not be liable for the same thereafter.
- 7.5 Forthwith, on the expiry or earlier termination of this Agreement, IGIDR shall determine the costs of execution, the cost of remedying any defects (if any), and the cost of completion of the work (if required). IGIDR shall be entitled to recover from the Contractor the extra costs, if incurred, after adjusting the same against the Performance Security Deposit made by the Contractor.
- 7.6 On the early termination of this agreement due to the failure of the Contractor to discharge his duties, the PSD shall stand forfeited by IGIDR.

8. WAIVER

- 8.1 No forbearance, indulgence, or relaxation by any Party at any time to require the performance of any provision of this agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that provision and any waiver by any party or any breach of any provisions of this agreement shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this agreement.

9. ASSIGNMENT

9.1 The Contractor shall not assign under this agreement. He shall not sublet any portion of this agreement except with the written consent of IGIDR. In case of breach of this condition by the Contractor, IGIDR may serve a notice in writing to the Contractor for terminating this agreement.

10. SEVERABILITY

10.1 If any clause of this agreement is found to be unenforceable under the applicable law, then that clause shall be deemed to be deleted as if it never formed Part of the Agreement as long as such unenforceability subsists. However, the parties shall, to the maximum extent possible, strive to achieve the commercial meaning of such deleted clause to the maximum extent possible under the applicable law.

11. AMENDMENT

11.1 This agreement may be amended, modified, or supplemented only by a written instrument duly executed by a duly authorized representative of each of the parties.

12. DISPUTE RESOLUTION

12.1 In all matters of dispute arising on the work, the matter shall be referred to The Registrar, Indira Gandhi Institute of Development Research, Goregaon for a decision.

In the event that the Contractor is not satisfied by the decision of the Registrar, Indira Gandhi Institute of Development Research, the dispute shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any enactment thereof. The Arbitral Tribunal shall consist of one arbitrator, to be appointed by IGIDR. The place of arbitration shall be Mumbai, and any award, whether interim or final, shall be made and shall be deemed for all purposes between the parties to be made in Mumbai. The arbitration proceedings shall be conducted in English, and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law. The award of the arbitral tribunal shall be final, conclusive, and binding upon the Contractor and IGIDR.

13. GOVERNING LAW AND JURISDICTION

13.1 The laws governing this agreement shall be the laws of India and shall be limited to the courts in Mumbai, irrespective of the place of the cause of action and the rights and liabilities of the Parties hereto.

14. STAMP DUTY

The Parties agree that stamp duty payable on this agreement shall be borne and paid by the Contractor alone.

IN WITNESS WHEREOF, the parties have hereto set and subscribed their respective hands and seals for the day, month, and year first written above.

Signed, sealed, and delivered
for and on behalf of IGIDR.

for and on behalf of

Name _____

Name:

Designation _____

Designation:

Counter-signed by:

In the presence of witnesses:

1. _____

1. _____

2. _____

2. _____

SECTION 'G'

FINANCIAL BID

Tender: Annual Maintenance Contract of the Garden at IGIDR

NIT No. IGIDR/Tender/2024/ED/16 Date: 17.08.2024

Contract Cost Break up (For 8 Hrs Duty) Monthly Basis (DA as of 01.07.2024)

Sr. No.	Description		Gardening staff			
			Supervisor	Skilled	Semi-Skilled	Un-Skilled
			1	2	3	4
A	MONTHLY PAYMENTS :					
1	Basic		11632.00	11632.00	10856.00	10021.00
2	Dearness Allowance (wef 1.7.2024)		3250.00	3250.00	3250.00	3250.00
	BASIC WAGES -		14882.00	14882.00	14106.00	13271.00
3	House Rent Allowance on (Basic + DA)	5%	744.10	744.10	705.30	663.55
4	Conveyance Allowance		6980.00	4180.00	2450.00	1950.00
	GROSS SALARY TOTAL - A		22606.10	19806.10	17261.30	15884.55
B	STATUTORY OBLIGATION					
1	Provident Fund on Gross Salary 'A' except HRA (Max Cap Rs. 15000.00)	13.00%	1950.00	1950.00	1950.00	1950.00
2	ESIC on Gross salary (A)	3.25%	734.70	643.70	560.99	516.25
3	Administration charges- Uniforms, Raincoats, caps, gumshoes, etc. on Basic wages	_____%				
4	MLWF					
	TOTAL - B					
C	TOTAL – C (A+B) AMOUNT Rs.					

Note:

The administration charges B(3) (charges for uniforms, caps, gumshoes, and raincoats to staff) in the above table shall be quoted in the percentage of Basic wages A(1), and the amount should be calculated.

Date:

Signature of the Bidder with seal

Summary of Financial Bid

- **Total Bid amount as per above cost breakup:**

Sr. No.	Particulars	Quantity	Unit Rate Rs.	Total Amount Rs.
1	Supervisor (Garden)	01 No.		
2	Skilled (Garden)	Nil	-	-
3	Semi-Skilled (Garden)	04 Nos.		
4	Un Skilled (Garden)	10 Nos.		
5	Providing an experienced Mali cum Consultant daily services six days a week on monthly	LS/month		
	Basic Total Amount Per Month Rs.			
	Management Fees/Service charges			
	Basic Total Amount Per Month Rs.			
	GST @ 18% Amount Rs.			
	Gross Total Amount Per Month Rs.			

Notes:

1. The above-quoted rates include GST and management fees/service charges.
2. If any bidder quotes the Management fees/service charges below 3.85%, then the bid shall be treated as NIL and rejected.
3. The price bid includes rates for providing two sets of Uniforms-Shirts & Pants (Khaki-heavy cloth), Gumshoes and White caps every year, and Raincoats (Duck Back-Double layer pant-shirt) once in two years to staff. The successful bidder should provide it to their staff within the first month of the contract.
4. The applicable bonus, leave encashment, and leave salary shall be paid extra as per actual.

Date:

Signature of the Bidder with seal

ANNEXURE - A

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTERHEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT BY ORGANISATION UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,
The Registrar
Indira Gandhi Institute of Development Research
Film City Road, Santosh Nagar,
Goregaon (East),
Mumbai – 400 065.

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last five years.

For M/s _____

Authorized Signatory

Date:

**To be submitted on company letterhead with a signature and stamp on it.*