

Issued to:

**NATIONAL CENTRE FOR BIOLOGICAL SCIENCES**



**Name of Work: Annual Maintenance Contract for Maintenance  
of Landscape and Horticulture Works at NCBS, CB Site,  
CCAMP Campus for the year of 2016-2017**

**TENDER DOCUMENTS  
TECHNICAL BID (PART – I)**

**SCIENTIFIC & ENGINEERING SERVICES  
2015**

**Tender Notice No: NCBS/Maint(Civil)/498/NIT-47/2016 dated 02/02/2016**



**NATIONAL CENTRE FOR BIOLOGICAL SCIENCES**  
Tata Institute of Fundamental Research  
GKVK Campus, Bellary Road, Bangalore - 560 065.  
Phone: 23666352 Fax: 23636662

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**Tender Notice No: NCBS/Maint(Civil)/498/NIT-47/2016 dated 02/02/2016**

1. NAME OF THE WORK : Annual Maintenance Contract for Maintenance of Landscape and Horticulture Works at NCBS, CB Site and CCAMP Campus for the year of 2016-2017
2. ESTIMATE VALUE PUT TO TENDER : Rs. 66.93 Lakhs
3. EARNEST MONEY DEPOSIT : Rs. 1,33,860/-
4. COST OF TENDER DOCUMENT : Rs. 1,000/-
5. SALE PERIOD : 05/02/2016 to 18/02/2016
6. TIME & DUE DATE OF RECEIPT : Up to 15.00 Hrs On: 29/02/2016
7. TIME & DATE OF OPENING : After 15:30 Hrs On: 29/02/2016

SOLD TO: \_\_\_\_\_ RECEIPT NO: \_\_\_\_\_

DATE: \_\_\_\_\_ FOR A SUM OF Rs. \_\_\_\_\_ TOWARDS

THE COST OF TENDER DOCUMENT.

SIGNATURE OF ISSUING OFFICER:

DESIGNATION:

**Important Note: All bidders are requested to attend the Pre bid meeting on 22/02/2016 at 11.00 Hrs. in the office of the Head-S&ES, NCBS.**



**NATIONAL CENTER FOR BIOLOGICAL SCIENCES**  
**Tata institute of Fundamental Research**  
**GKVK Campus, Bellary Road, Bangalore – 560 065**

**Name of Work: Annual Maintenance Contract for Maintenance of Landscape and Horticulture Works at NCBS, CB Site and CCAMP Campus for the year of 2016-2017**

**Tender Notice No: NCBS/Maint(Civil)/498/NIT-47/2016 dated 02/02/2016**

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## **NATIONAL CENTRE FOR BIOLOGICAL SCIENCES**

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Phone: 23666352 Fax: 23636662

### **NOTICE INVITING TENDER**

Tender Notice No: NCBS/Maint(Civil)/498/NIT-47/2016

Date: 02/02/2016

Sealed tenders are invited (in 2 Part system) by the Head (Scientific & Engineering Services) at the above office from experienced Contractors for Landscape and Horticulture Maintenance works of NCBS, CB Site and CCAMP Campus.

#### **Eligibility Criteria:**

- i) Experience of having successfully completed similar type of work of AMC nature works during the last 7 years ending last day of the month previous to the one in which applications are invited.
  - a) **Three similar completed works**, costing not less than the amount equal to **Rs. 26.77 Lakhs (40% of Estimated Cost)**,  
or
  - b) **Two similar completed works**, costing not less than the amount equal to **Rs. 40.16 Lakhs (60% of Estimated Cost)**,  
or
  - c) **One similar completed work** of aggregate cost not less than the amount equal to **Rs. 53.54 Lakhs (80% of Estimated Cost)** of the estimated cost.  
and
- (ii) **One Completed work** of any nature (either part of (i) or a separate one) costing not less than the amount to **Rs. 26.77 Lakhs (40% of Estimated Cost)**, which equal to 40% of the estimated cost put to tender with some Central / State Government Organization / Central Autonomous Body / Central Public Sector undertaking.

Bidders/contractor must furnish documentary proof for the above along with the following mandatory information while making request for tender documents.

- a. Company's profile, Local Office status, Bankers, Manpower and Experience.
- b. Valid registration certificate of the firm appropriate class.
- c. Valid ESI, PF and Service tax registration certificates
- d. Current financial solvency certificate and last 1 year's financial performance
- e. Work completion and performance Certificate
- f. A List to be furnished for number of qualified technical people in employment and their Qualification.
- g. Latest income tax clearance certificate
- h. Performance certificate from the client and or consultants of the completed works.

Note: Issue of tender documents on the basis of the documentary eligibility alone will not make a tenderer eligible for participating in the bidding. The documents furnished by the tenderers will be subjected to verification subsequently by department. If found not meeting the requirement, such offers will be rejected.



**NATIONAL CENTRE FOR BIOLOGICAL SCIENCES**

Tata Institute of Fundamental Research  
GKVK Campus, Bellary Road, Bangalore - 560 065.  
Phone: 23666001/02 Fax: 23636662

**Name of Work: Annual Maintenance Contract for Maintenance of Landscape and Horticulture Works at NCBS, CB Site and CCAMP Campus for the year of 2016-2017**

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<b>Estimated Value of work</b>	<b>: Rs. 66.93 Lakhs</b>
<b>Earnest Money Deposit</b>	<b>: Rs. 1,33,860/-</b>
<b>Period of Contract</b>	<b>: 12 Months</b>
<b>Sale Period</b>	<b>: 05/02/2016 to 18/02/2016</b>
<b>Tender Cost</b>	<b>: Rs. 1,000/-</b>

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Tenders shall be submitted in two parts simultaneously in separate sealed covers, superscribed as "COVER-I" and "COVER-II"

**IMPORTANT NOTE:**

1. All bidders to attend the PRE-BID MEETING on 22/02/2016 at 11.00 Hrs, in the office of Head-S&ES, NCBS. It is important for the vendor to attend the pre-bid meeting to understand the exact requirements.
2. Currently, to maintain the similar Landscape and horticulture Works, 1 Highly Skilled Supervisor, 34 unskilled workers are engaged. In our experience, this is the bare minimum manpower requirement, to maintain the system. However, contractors can specify manpower deployment pattern they propose to adopt for this work after thoroughly studying the scope of the work and clearly understanding the same by attending the PRE-BID meeting. The vendors shall have all their doubts cleared in the PRE-BID meeting. It is completely contractor's responsibility to fix the staff deployment pattern and to fulfill the requirements of NCBS. The figure mentioned above is indicative only.
3. PRICE BID (Cover-II), shall be submitted in separate cover and shall not be placed in TECHNICAL BID (cover-I)

**COVER-I shall contain the following:**

1. EMD as specified above in the form of Demand Draft of a Scheduled Bank guaranteed by the Reserve Bank of India, in favour of National Center for Biological Sciences, TIFR, Bangalore - 65. No other mode of payment for EMD be accepted.
2. Entire tender document (Inclusive of Annexure-A to Annexure-E), duly signed & sealed in every page by the contractor, along with technical information. Any deviations from the tender conditions, specifications, makes etc in Annexure -C.
3. Reference of similar completed & ongoing works.



4. Confirmation saying that Schedule I (Annexure F) & Schedule II (Annexure G) are completely filled, and kept in price bid.
5. Site Organization Chart, list of tools, construction equipment & machinery.
6. Valid Labor license to undertake Civil AMC work, valid PF and valid ESI registration copies etc.

**COVER-II shall contain the following:**

1. Schedule of Quantities (Annexure-F), along with detailed breakup of wages as per the given format.

Tenders with COVER-I and COVER-II will be received up to 15.00 hrs on 29/02/2016 by the undersigned at the above address.

COVER-I of the tender will be opened on the same day after 15.30 hrs in the presence of attending tenderers. Opening of COVER-II (Price bid) will be intimated only to those tenderers who are qualified after evaluation of PART-I if there is no deviation found in the part-I then Cover II (Price bid) shall be opened on the same day.


If clarifications are sought by the contractor during the bidding period, the same should be in writing. Both the clarifications from the tenderer and the response to the clarifications from **NCBS** should be in writing and all such correspondences should be enclosed along with **COVER-I**.

Director, NCBS does not bind himself to accept the lowest or any other tender, and reserves the authority to reject any or all the tenders or to allot parts of the works to different agencies without assigning any reason thereof.

**Bids validity:** Bids shall be valid for 90 days from the last date of its submission.

**NOTE:**

1. Each and every page of the offered bid shall bear the dated signature and seal of the contractor.

  
**HEAD – S&ES.**





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**Name of Work: Annual Maintenance Contract for Maintenance of Landscape and Horticulture Works at NCBS, CB Site and CCAMP Campus for the year of 2016-2017**

### **Contract Conditions**

#### **1. Scope of Contract**

- 1.1 The Contractor will, for the time being, provide services at National Centre for Biological Sciences UAS-GKVK Campus, Bellary Road, Bangalore – 560 065, CB Site - Yelahanka and CCAMP Campus as per the details laid down in the following annexure:
- Annexure – A – Scope of work
  - Annexure – B – General Terms and conditions.
  - Annexure – C – Schedule of Deviations
  - Annexure – D – Statutory Obligation.
  - Annexure – E - Under taking by the tenderer
  - Annexure – F – Schedule-I with breakup
  - Annexure - G – Schedule-II
- 1.2 The details of rates and the number of personnel required for carrying out the work shall be indicated by the Contractor in the Annexure "B".
- 1.3 Once the Work Order is issued, the Contractor will receive instructions from an Officer designated for this purpose (Officer-in-Charge) or his authorized nominee and the Contractor hereby undertakes to abide by his/her any suggestions/instructions, etc. as regards services covered in this contract.

#### **2. Quality and scope of services**

- 2.1 The Contractor shall appoint trained staff having a good bearing and maintain high standards of turn out, maintain adequate staff to ensure there is no hold up of any service for any reason whatsoever. Any deficiency in the number of staff deployed will entail penal reduction from the compensation payable as decided by the Centre. The successful Contractor as soon as the agreement is signed shall submit a list of their workmen / supervisor/ others along with copy of appointment order issued to them. As and when there is a change in the staff posted, a revised list shall be submitted along with copy of appointment order issued to the new appointee / appointees, simultaneously.
- 2.2. It is normally understood and agreed between both the parties that Centre will not be responsible or be liable for any laws that are in force / that may come into force from time to time in respect of personnel engaged by the Contractor and he will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc.





- 2.3 The Contractor shall depute such officers and supervisors as proposed by him, who shall be available on site to supervise the Contract employees and interact on daily/weekly basis with Officer-in-Charge regarding delivering the specified services.
- 2.4 It is understood and agreed that the Contractor will be held responsible for any disciplinary matters arising out of their employees and the Contractor will take appropriate disciplinary action against those employees found indulging in any act of indiscipline in Center's premises or in connection with the services referred to herein.
- 2.5 The Contractor will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from any authorized person in NCBS.
- 2.6 The Contractor shall maintain proper and detailed record for the job carried out by their employees and shall also maintain all records and returns as necessary for carrying out the work smoothly and as provided under the Contract Labour Act, Minimum Wages Act, ESI Act, PF Act, etc, as relevant and applicable from time to time.
- 2.7 The Contractor shall be solely responsible to comply with all legal and statutory requirements that arise out of this agreement and in respect of the employees engaged by the Contractor in fulfillment of the contractual obligations stated herein. An indicative list of these statutory obligations is at Annexure "D". It is understood and agreed that the Contractor will provide suitable uniforms with company insignia, badges/ID cards with photos and safety equipment and shoes to their employees. It is Contractor's responsibility to have them periodically checked medically so as to ensure that medically fit staff only is deployed for the work.
- 2.8 a) The Contract employees should be covered under all statutory requirements like ESI, PF, etc. by the Contractor and the Contractor shall comply with all the formalities in this regard. Copy of challan and Schedule of Contract Employees for payment of ESI/PF/ELI, etc. will be furnished (whether running/monthly or final) by the contractor for reimbursing the same every month.
- b) The Contractor shall pay salary and other allowances/benefits as indicated by the Contractor in their tender and accepted by NCBS. **Such salary shall be well above minimum wages.** If there is a revision on the minimum wages, the same shall be paid by the contractor and it shall be reimburse from the department on proof of documents.
- c) The Centre will have the right to inspect/call for books/registers, documents in relation to all matters referred to, in this tender or agreed later on. The Centre will also have all rights to make recoveries from the compensation, if any that any statutory agency imposes upon the Centre due to the Contractor's non-compliance with statutory obligations. A list of these as applicable at present is set out in Annexure 'D' attached. All the Contract employees should be covered under all statutory requirements like ESI, PF, etc. by the Contractor and the Contractor shall comply with all the formalities in this regard. Copy of challan and Schedule of Contract Employees for payment of ESI/PF/ELI, etc. will be furnished by the contractor for reimbursement.
- d) The contractor shall maintain a muster role, wages register of all men employed by them and all other documents and submit it to the Centre on the 1<sup>st</sup> of every month for the previous month or as necessary for inspection. The Contractor shall provide all facilities for inspection /books / personnel on demand by NCBS or any Statutory Authority.
- e) The contractor should provide PF A/c number, ESI Card and Photo Identity Card to the contract employees posted at NCBS. This should be done **immediately** but not later than **one month** from the date of signing joint agreement.







2.9 It is clearly understood and agreed upon that neither the Contractor nor Contract employees shall have any claim on employment with Centre at any point of time and this arrangement is purely between the Contractor and the Centre for specific services for the period specified.

2.10 The successful Contractor shall indemnify/deemed to have indemnified the Centre for all claims/losses arising out of this tender. The Contractor is deemed to have indemnified the Centre against any claim by any authority once the work order is awarded. In the event the Centre has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this tender, the Contractor only shall pay such claim/damages and even if the Centre is called upon to pay, such damages/penalties and or cost shall be recovered from the contractor's dues /amount payable or shall be paid by the Contractor on demand from NCBS.

2.11 The Contractor shall follow all rules as may be existing or may be framed from time to time at NCBS on all aspects covering this tender. Material movement, entry/exit of personnel, identity card, safety, etc. shall be according to procedures existing in NCBS as amended from time to time.

### **3. Tenure & Termination**

3.1 The contract with the Centre will be initially for a period of 3 months and if the services are found to be satisfactory, the contract may be extended for a further period of 9 months. **The Centre reserves the right to extend the contract for one more year on the same terms and conditions.** The Centre reserve the right to terminate the Contract during the pendency of the Contract period if the performance is found unsatisfactory.

3.2 Except as provided in Clause 3.6 below, the Contract could be terminated by either side by giving one month's notice in writing. If the notice period is not given or if a shorter notice is given by the Contractor, the entire security deposit would be forfeited. Any other costs and / or damages incurred by the Centre to maintain the services contracted to the Contractor, on account of such short notice will be deducted from the dues payable to the Contractor, or shall be paid by the Contractor on demand if such dues fall short of such costs.

3.3 In the case of failure to complete the contract in terms of such contracts within the contract period specified in the tender and incorporated in the contract and if such work is got done by the Centre from any party at a higher rate the Contractor shall be liable to pay the Centre the difference between existing rate and the rate of the new Contract.

3.4 **Risk Clause:** Notwithstanding the other terms therein, the Centre at its option will be entitled to terminate the contract and to avail service from elsewhere at the risk and cost of contractor either the whole of the contract or any part which the contractor has failed to perform in the opinion of the Centre within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof. The contractor shall be liable for any loss which the Centre may sustain by reason of such risk in addition to penalty.

3.5 **Insolvency and breach of contract:** The Centre may, at any time, by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events:





(a) If the Contractor being an individual or a firm if any partner in the contractor's firm shall be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into and arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or

(b) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or

(c) If the contractor commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Centre provided also that the contractor shall be liable to pay the Centre for any extra expenditure he is thereby put to but shall not be entitled to any gain on re-tender.

(d) In the event of inadequate or unsatisfactory performance of duties by the Contractor, the Centre shall have the right to bring to the notice of the Contractor the default (s) on their part and the Contractor shall ensure that the said default (s) is / are not repeated and/or are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default (s)'s being inadequately corrected, the Centre shall have the right to immediately terminate the agreement.

3.6 Notwithstanding any other clause herein, if there is any act or omission by the Contractor or the Contract employees which jeopardizes the safety / security of the Centre including, but not limited to :

- a) Theft or pilferage of property of NCBS
- b) Fire, flooding, breakage or damage
- c) Violence or physical attack on the Campus
- d) Any act or incident which may prove detrimental to the interests of NCBS - the contract would be terminated without any notice. Further, the Contractor would be levied penalties, as appropriate by the deemed authority. The decision of the Centre Director shall be final in such matters.

#### **4. Payment Terms:**

- 4.1.1 The contractor shall submit bills after the completion of every calendar month and normally payment will be released within 15 working days from the date of submission of bill if the bill is complete and correct in all respects.
- 4.1.2 The monthly bills submitted by the contractor shall be only for actual salary, allowances, uniform content and margin. The other benefits like PF, ESI, ELI, S.T etc., can be claimed every month separately with proof of documents and the same will be reimbursed. The contractor will not be entitled for any profit for the above benefits.
- 4.1.3 PF, ESI and ELI will be reimbursed to the contractor only on production of registration No./ESI card/payment of ELI premium.





- 4.1.4 **Bonus:** Bonus shall be payable by the contractor to his contract employees once in a year before Diwali or when a contract employee's service is discontinued. The amount of bonus payable is 8.33 % subject to maximum of Rs. 3,499/- per annum.
- 4.1.5 The monthly running bill of the Contractor will become payable at the end of each month on submission of a monthly claim to the Accounts Officer, and on due certification by the Officer-in-Charge of satisfactory services against the claim. The Contractor's payment will be released only after disbursing the salary to contract employees every month.
- 4.1.6 The Officer-in-Charge is authorized to deduct any amounts as determined by the Centre Director from the amounts due to the Contractor for any deficiency in services, provided by the Contractor.
- 4.1.7 Payment of Contractor's bill shall normally be made within 15 days of submission subject to the claim being found proper in all respects and in accordance with the terms and conditions of the contract. All payments will be made after deduction of taxes and duties at source as applicable from time to time.
- 4.1.8 Payments to the contract employees shall be disbursed by the 7<sup>th</sup> of the succeeding month in the presence of the Officer-in-Charge, or any authorized officer of NCBS. If 7<sup>th</sup> happens to be a holiday, payments shall be made the previous working day. The Contractor shall notify all his employees / workers of this date in their appointment order, and follow this very strictly, whether the Centre has paid the Contractor's bill or not. The payment of salary and all other benefits such as bonus and over time to the contract employees shall be disbursed in the presence of Officer-in-Charge or any authorized officer of NCBS.
- 4.1.9 No claims will be entertained in respect of any discrepancy or defect or short claim if such demand is not made within 90 days of payment of the final bill.

#### 4.2 Security Deposit:

The person/persons whose tender(s) may be accepted shall permit NCBS at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work, subject to a maximum of Rs. 5.00 Lakhs. Such deductions will be made and held by NCBS by way of Security Deposit unless he / they has / have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities of fixed deposit receipts. In case a fixed deposit of any Bank is furnished by the contractor to the NCBS as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the NCBS to make good the deficit.

Security Deposit will be released only after the completion of the defects liability period of 3 months after the date of completion of the work.





Security Deposit will not be refunded till clearance certificate from labour officer is obtained by Contractor. However, if there is genuine difficulty to obtain a clearance certificate, Engineer – In – Charge will make a reference to Labour Officer before releasing Security Deposit. If no reply is received within a reasonable period, say 1 month from the date of such reference then Engineer-In-Charge may make his decision to release based on his discretion.

- 4.3 It is important for the Contractor to note that the rate quoted shall be inclusive of all taxes and duties/escalation and shall remain valid for the period of the agreement, i.e. 2 years from the date of Work Order. Any increase or decrease in the rates shall be only in respect of statutory duties / levies and such claim /s shall be valid only with adequate documentary evidence. Any decrease in the duties/levies during the period of agreement, shall entail corresponding reduction in the contract amount. If no details or break-up of taxes, duties/levies, etc. are indicated, it will be assumed that the quote submitted is inclusive of all taxes/levies/duties, etc.
- 4.4 The Contractor shall pay any claim made by the Centre for any deficiency (both tangible and intangible) in service. Such amount may also be deducted from bills payable to the Contractor. It may be noted that the Centre shall have the right to forfeit the Security Deposit in full or part for any due/damages caused by the Contractor. If the Security Deposit or outstanding bills of the Contractor is found inadequate, then such monetary recoveries shall be effected from any amount payable to the Contractor against this or any other contract until the dues of the Centre are fully settled. If the claim of the Centre could not be met in this manner, the Contractor shall pay up all such claims if a demand is made by NCBS.

#### 4.5 Performance Guarantee:

You may please submit an irrevocable Performance Guarantee for 5% of your tendered value in the format appended with the tender document within 28 days from the date of issue of work order.

Performance Guarantee will be released only after the completion of the defects liability period of 3 months after the date of completion of the work.

### 5 Safety, Security and Insurance

- 5.1 The Contractor shall follow all security rules of the Centre and instructions received from time to time regarding personnel identity cards, material movement, etc, of the Contractor.
- 5.2 During the pendency of the agreement, the contractor shall be liable fully to compensate all concerned for any loss, damage of construction of works, construction, plant & machinery, person, property, etc. including third party risks arising due to causes attributable to the agreement. The decision of the Centre Director will be final & will be binding on both parties.

The contractor shall take Employees Liability Insurance of prescribed value for their employees. It must be adequately covered all employees/workers under Workmen Compensation Act, 1928 as amended from time to time. Before starting the work, the Contractor shall produce the original insurance policy and the license of the workers where applicable to the Centre.



## **6 Miscellaneous**

- 6.1 The work mentioned in the schedule is only indicative. The Centre reserves the right to increase or decrease the quantum of work. The contractor shall execute the work on the same terms and conditions and rates throughout the period of agreement.
- 6.2 The contractor or his supervisor shall meet the designated Officer of the Centre every day to receive the details of issues / complaints to be attended and after attending to these complaints, a report on the same has to be submitted to the concerned Officer.

## **7 Dispute and Resolution**

- 7.1 Any dispute or differences that may arise between the parties shall be referred to the sole arbitration of the Centre Director or his nominees and the Contractor shall have no right to object to the appointment of the Director or his nominee as the sole arbitrator. The decision of the arbitrator shall be final and binding on the parties. The venue for arbitration shall be Bangalore and no other place. The provisions of the Arbitration and Conciliation act, 1996 as / amended from time to time shall apply. The courts in Bangalore shall have exclusive jurisdiction to deal with any or all disputes between the parties.

## **8 Primacy of Documents**

The tender documents, subsequent communication exchanged and the work order as well as all annexures shall be part and parcel of this agreement. If there is any discrepancy between the above documents, the statement in the following documents will apply with primacy for communications issued after the work order, any pre-order correspondence as accepted jointly, followed by work order, tender documents and annexure thereof, i.e. tender documents and annexures have least primary, if any clause or detail there has been superseded by communication after the opening of bids if jointly accepted, work order or subsequent communication to the Contractor.

## **9 Amendments to Work Order / Agreement:**

Any amendment to the Work Order/agreement shall be valid only if both parties have agreed to such amendment(s) in writing duly authenticated by authorized personnel of both parties.

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**DRAFT BANK GUARANTEE BOND / SECURITY DEPOSIT/ PERFORMANCE BANK  
GUARANTEE**

1. In consideration of the Director of NCBS (hereinafter called "The NCBS ) having agreed to exempt.....(hereinafter called 'the said Contractor(s)') from the demand, under the terms and conditions of an Agreement No.....dated.....made between ..... and .....for the work.....(hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions Rs. .... (RUPEES.....ONLY) We.....(indicate the name of the Bank) .....(hereinafter referred to as the Bank") at the request of .....Contractor(s) do hereby undertake to pay to the NCBS an amount not exceeding Rs.....(RUPEES.....ONLY) on demand by Government.

2. We,.....(i ndicate the name of the Bank) do hereby undertake to pay amounts due and payable under this guarantee without any demure merely on a demand from NCBS stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the Bank shall be conclusive as regards to amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to NCBS any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.

4. We,..... ( indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the NCBS under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till Engineer-In-Charge on behalf of the NCBS certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges.

5. We, ..... (indicate the name of the Bank ) further agree with the NCBS that he NCBS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or



form time to time any of the powers exerciseably by the NCBS against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the NCBS or any indulgence by the NCBS to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We,.....  
(Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the NCBS in writing.
8. "This Guarantee shall be valid upto .....  
unless extended on demand by NCBS. Notwithstanding any thing mentioned above, our liability against this Guarantee is restricted to Rs. ....  
(RUPEES.....ONLY) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the ..... day of .....20.....  
for ..... (Indicate the name of the Bank)

**Note:**

Before a Bank Guarantee is accepted, an affidavit duly sworn in before a first class magistrate, may also be taken from the Contractor that he would keep the validity of the Bank Guarantee intact by getting it suitably extended from time to time, at his own initiative, upto a period of twelve months for any other maintenance period prescribed in the agreement after the recorded date of completion of the work as directed by the Engineer-In-Charge and indemnifies NCBS against any losses arising out of non-encashment of Bank Guarantee. Such an undertaking may be taken on a non-judicial stamp paper, as required, in the enclosed Proforma.



**AFFIDAVIT**

I/We, have submitted a Bank guarantee for the work..... (Name of work) Agreement No..... dated..... from ..... (Name of Bank with full address) to the ..... / Engineer-in-Charge with a view to seek exemption fro payment of Security Deposit / Performance Guarantee in cash. The Bank guarantee expires on ..... I/We undertake to keep the validity of the Bank guarantee intact by getting it extended from time to time at my / our own initiative upto a period of ..... Months after the recorded date of completion of the work as directed by the Engineer-In-Charge.

I/We also indemnify the NCBS against any losses arising out of non-encashment of the Bank guarantee, if any.

Note: This affidavit is to be given by the executant before a first class Magistrate.

\_\_\_\_\_ O \_\_\_\_\_







## ANNEXURE - A

### a. Scope of Work

#### Scope of Work for Annual Maintenance Contract for Maintenance of Landscape and Horticulture Works at NCBS, CB Site & CCAMP Campus for the year of 2016-2017 General Guidelines for Quoting the Tender

Contractors shall engage and deploy experienced highly skilled technician and unskilled workers who has experience in working mechanisms for attending to Maintenance of landscape and horticulture works. So engaged highly skilled technician and unskilled workers shall have ability to control landscape and horticulture Maintenance works. The detailed scope of work is as follows;

#### (1) Landscape maintenance & Miscellaneous:

Maintenance of soft landscape of area of about 43000 sqm as detailed below: Attending on daily basis maintenance works of lawns, ground covers, creepers, flower beds, shrubs, hedges, in and around the lawn area, inside the Entire NCBS campus including court yards, 'U' shaped approach road connecting NCBS campus and Housing gate, approach roads to offices, internal roads including the berms, open yard of the UG sump of 8.0 lakh liters capacity, located 2 kms from NCBS campus, (near the GKV main gate), DHRH, New clinic site, CB site (Mandara Campus), CCAMP Campus etc., involving various jobs explained in more detail below including cost of all tools and equipments, consumables, labour required, complete all as per instructions by Engineer-In-Charge.

- i) Cleaning daily the entire area earmarked for maintenance by removing fallen dry leaves and all types of waste materials laying in the garden area conveying and disposing collected wastes in a place of 100 mtrs, away from the edge of Garden/Lawn/Boundary of flower beds etc with all necessary tools and plants.
- ii) Watering the whole area of lawns/garden, turf's, flower beds under the contract daily at the rate of 4 to 5 liters per sqm area, uniformly including all tools and tackles like rubber hose, sprinkler. Water will be made available at watering points.
- iii) Applying manure (Supply of manure measured separately) by properly diluting and making into thin solution all as per direction of Engineer-in-charge, once in a month or as directed by EIC.
- iv) Applying composite manure or fertilizer as the case may be to pits once in a month all as instructed by the Engineer-in-charge (Manure supply shall be measured and will be paid separately. Fertilizers will be supplied by the Department free of cost).
- v) Removal of undesirable weeds and the like from the lawns, turfs, flower beds, pits and hedge pits etc.
- vi) Schedule of maintenance works are to be carried out zone wise at site schedule shall be followed as directed by EIC.



- vii) Maintenance of about 4200 potted plants both indoors and outdoors available at NCBS & CB site (Mandara campus) as per detailed specification, all including watering daily, changing the location of indoor pots as required or directed, maintenance of pots at nursery all as per specifications and directions of EIC etc complete.
- viii) Jungle clearance activity: Clearing jungle, including uprooting of rank vegetation, grass, brush wood, removal of parthenium weeds and other unwanted plants/tall weeds, at ground level, clearing trees/saplings of girth upto 30 cms measured at a height of 1m above ground level, removal of vegetation in rain water drains of roads, dressing the berm of road side etc. Including disposal of rubbish at a distance of 50M, all as per detailed specification and as per instructions of the E-In-C etc complete.
- ix) Removal and relaying lawn whenever trenching work/construction activities has to be undertaken by NCBS. The Contractor shall remove sheets of lawn from places identified and place them in the nursery, in a shaded area & maintain them in proper condition, including watering, until the trenching construction work is completed. The removed lawn shall be re-laid in the same spot after proper preparations/ leveling of the ground. Red earth, manure, sand mix shall be applied if necessary, complete work shall be executed. The manure, sand, red earth shall be measured and paid under relevant item, as per instructions of the E-In-C. The quoted rate shall include all labour material equipment for the work.
- x) Maintenance of hard surfaces at NCBS - GVKV campus, Entire NCBS campus including court yards, 'U' shaped approach road connecting NCBS campus and Housing gate, approach roads to offices, internal roads including the berms, open yard of the UG sump of 8.0 lakh litres capacity, located 2 kms from NCBS campus, (near the GVKV main gate), DHRH and New clinic site etc campus, CB site (Mandara Campus), CCAMP Campus stone paving's with grass/pebble joints, as the case may be, all paved walk areas, courtyards, driveways, porch, parking lot, , all buildings etc as below by daily sweeping and keeping the area tidy etc, including cost of all materials, tools and labour all as per instruction of EIC etc complete.

**Note: 1** For routines/ day to day land scape maintenance work minimum of 32 workers shall be deployed daily. A minimum of 6 workers shall be deployed including a Mistry to supervise for works on Sundays and general holidays. Workers for Sundays and National holidays may be adjusted from the 32 workers earmarked for daily routine maintenance work by giving them leave on week days. A minimum of 198 workers shall be deployed by the contractor in a week of 7 days. Attendance register shall be kept which will be checked daily by E.I.C or his representative. The bills for the work executed shall be claimed monthly on a stipulated day by the contractor with documents in support of measurement details of work executed, attendance of work force; supervisor; payment made to workers and supervisors; deposits made with respect to ESI, P.F and adherence to all labour act/ Rules/ Regulations which will be scrutinised by EIC, corrections if any shall be made and payments will be effected.

**Note: 2** The rate quoted is per month for an area of 43000/sqm. In case work not carried out satisfactorily, the rate quoted shall be reduced based on actual area of work done proportionally on prorata basis. Decision of NCBS shall be final and binding on contractor.

**Note:3** The scope of work is only indicative of probable nature of work and the entire scope of maintenance is not limited to the information furnished above and shall include all such maintenance activities for proper healthy gardens.

1.1 Maintaining Green House related work like cleaning, repotting, propogation of plants, etc. as required at Green house and as as per direction of EIC etc complete. (2 Nos of Unskilled workers).

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1.2 Deploying an experienced and qualified supervisor for supervising the maintenance activities, horticultural works such as maintenance of garden area, flower plants, trees, clearing grass, leaves etc all as envisaged in the work order, arranging all materials, tools and work force, planning and supervising the day to day maintenance, repair works, development work and any work entrusted to contractor under this contract, keeping of day to day records, work register, attendance register, logbooks, compliant register, progress reports etc as per the specification and as directed by EIC. The supervisor shall be present at site during execution of all works that will be executed under this contract and assist officers and staff of department in carrying out the works under this contract. Alternate arrangement shall be made by contracts during the absent of the supervisor. The supervisor shall have minimum qualification of Diploma in Horticulture/Agriculture & shall have minimum five years experience in landscape works.

**(2) Flower Arrangement Activity:**

2.1 Supply of fresh flowers, weekly twice, with long stalks neatly cut and cleaned off any unwanted leaf, thorns etc., and arranging them in about 40 flower vases (Vases supplied by the Department), complete all as per detailed specifications including cost of all materials, tools, labour, excluding vases, all as per instructions of the E-In-C, etc complete.

2.2 Supply of ready flower arrangement in cane baskets/ vases as directed by Engineer in charge.

2.3 Supply of flower bouquets.

**(3)** Disposing the garden waste/landscape debris to outside the campus in an unobjectionable way from municipal Authorities by using mechanical transport including cost of labour for loading and unloading etc., complete and as directed by EIC.

**Note:** The minimum labour force indicated by the department to be deployed for landscape maintenance work shall not be disturbed. Extra labour force shall be deployed by the Contractor for undertaking this work.

**Important note:**

1. In case Department directs the contractor to deploy any particular Supervisor or unskilled workers with advice with regard to their monthly payment, the contractor shall oblige and contractor's payment will be suitably adjusted based on basic rates said above. This is applicable for those technician and unskilled workers directed by the department to be deployed on the job. For other technician and unskilled workers, contractor is free to fix the monthly wages acceptable to both the parties subject to minimum wages fixed by statute.

2. The contractor shall deploy only the highly skilled Supervisor and unskilled workers cleared by Dept. Accordingly the contractor shall present the Technician and Helpers that he proposes to deploy for this work and get clearance of Engineer-In-Charge. Department will interview these candidates, evaluate their technical skill for the respective work and clear their deployment. The candidate cleared by the Department only shall be deployed. Contractor shall certify as to their good anticipants and character before deploying them.

3. In case department request for services of any supervisor or helper on holidays, early hours, late hours, the contractor shall make suitable arrangement and the same shall be compensated on prorate basis.

4. The contractor shall abide by all prevailing statutory labor laws and regulations, including insurances, medical claims etc. contractor shall be solely responsible for the same.

5. The contractor shall ensure that the personnel engaged by him shall scrupulously follow all safety and security norms and security & safety requirements of work. Any damages / loss to NCBS properly by these Technicians and Helpers due to carelessness shall be recovered from the bills of the contractor. The decision of NCBS on this behalf with respect to the cause of damages and quantum shall be binding on the contractor and shall be final.

6. The contractor shall provide the basic tools of the respective trade required for performance of the technicians and helpers deployed by him and they should strictly follow personal hygiene and safety requirements at work site. The rate quoted shall be inclusive of the same.

7. If any personnel is found not suitable for deployment department shall have the right to debar him from attending to work from immediate effect without assigning any reason and no claim what so ever shall be entertainable.

8. The contract shall be initially for a period of 3 months extendable to one year if the performance is satisfactory to NCBS.

9. For the above activities a minimum work force of highly skilled worker viz 1 supervisor and 34 unskilled workers shall be deployed by the contractor. The contractor should deploy these minimum number of work force daily except on Sundays and National holidays. There shall be an attendance register kept in Civil Maintenance office which shall be signed by the Supervisor and unskilled workers every day while reporting for duty, latest by 7.30 AM in the morning and while leaving duty at 4.30 PM in the evening. Reduction in monthly payments shall be made for absentees and also late attendance / early going by technicians and helpers on prorata basis unless it is made up. Similarly additional payment shall be considered if these Technicians and Helpers are deployed by NCBS beyond / earlier to duty hours on holidays etc on prorata basis. The Technicians and unskilled workers shall be available for duty during the duty hours of 7.30AM to 4.30PM with half an hour lunch break. The work shall be executed in a work man like manner and in optimum time. Any absenteeism less than the above requirement shall be made good by the contractor as early as possible latest by one week's time failing which Department will deploy these personnel at the cost and risk of contractor and will recover the cost there on, the cost assessed by EIC (Which will be actuals plus contingency) shall be final and binding on contractor.



b. Special Conditions:

1. All works to be carried out in accordance with relevant Indian Standards and as per standard specifications, all the components, accessories, Sub-Assembly, assemblies etc. Which are attachments or parts needed for the purpose. Any other work which are incidental or part of the above, but not specifically spelt out will also be included in the scope.
2. For carrying out above job the contractor has to make his own arrangements for tools, tackles and measuring equipment, measuring meters, safety and protective devices for carrying out the work.
3. NCBS is a research institute and has critical man power requirement. Please note maintenance should be in such a way that these shall not be any hindrance to user.
4. At an emergency works like during rain etc., man power has to work round the clock.
5. Contractors should deploy landscape staff having experience in handling maintenance and have ability to do landscape works.
6. As the work involved is quite specialized and continuous monitoring is required, absenteeism of the contractor's employees will not be tolerated. The Civil Engineer is authorized to make penal deductions in the bills for the absenteeism and non-compliance of the work. The contractor will ensure proper supervision all the time. In case of deficiency penalty will be imposed.
7. All the labours and expertise are included in the scope of work. No extra payment will be made for carrying out routine documentary and preventive maintenances.
8. It is presumed that contractor will deploy skilled manpower as required.
9. All the assured works should be attended immediately, in case frequency / work demands more manpower, Contractor will arrange additional manpower so as not to disturb the research activities. Payment for the additional man power will be made extra based on minimum wages as per recent amendment plus contractor profit.
10. It is fully contractor's responsibility to deploy qualified Supervisor and helpers with relevant Qualifications.
11. Contractor will ensure consistency of work and work force, correct trouble shooting, good workmen ship follow all safety procedures and will make all necessary efforts to maintain healthy environments and reliable services.
12. It is purely contractor's responsibility to get his staff acquainted with the site condition, operation and maintenance procedure, Equipment detail, Safety devices, Scope of work etc.
13. Contractor shall depute adequate number of staff to carry out routine work, related to all repair and rectification works pertain to Civil Engineering Maintenance, addition project work and preventive and breakdown maintenance so as not disturb research activity.



14. Contractor will ensure that the deployed staff should have basic qualification and capable of handling work as stipulated in scope of work.
15. In case of delay, repetition of work, non-compliance, inadequate staff etc. Penalty will be imposed as per the penalty clause mentioned in terms and condition.
16. Minimum wage of the staff should not be less than minimum Wage Act applicable to the respective category/experience.
17. Contractor will submit the details of minimum wages as per Minimum Wage Act. As applicable to the respective category/Experience at the time of submission of Tender bid.
18. Contractor will submit their detailed scheme to carry out above work along with the tender. In case of error in typing, report of different figures, only stringent condition will apply.





**C. PERSONNEL TO WORK AT NCBS:**

The contractor has to manage and execute all the works entrusted, through dedicated Technician and workers by deploying the required manpower.

The contractor, after studying and understanding / gauging the requirement of NCBS, shall fix a staff pattern for regular routine works in round the clock and general shifts at his/her discretion, strictly adhere to it (which may increase during exigencies). The Contractor should indicate the No. of staff / category wise, proposed to be deployed as indicated in the form of an undertaking. These staff members shall carryout the works of both part-1 & part-2 as per the plans & schedules in consultation with the concerned engineer. These staff members shall also carry out all other works as entrusted by the concerned engineer pertaining to Landscape related work of NCBS and shall never say 'no' to any of the relevant requirements of NCBS.

It is fully the responsibility of the contractor to deploy qualified Highly skilled technician with hands on experience, relevant to handle landscape equipments, etc., as applicable. They should be well conversant with Indian Standards.

Currently, to maintain the similar landscape and horticulture system, the following work force is engaged.

Highly Skilled Supervisor	- 1 No.
Unskilled workers	- 34 Nos
-----	
<b>Total</b>	<b>- 35 Nos</b>

In our experience, this is the bare minimum manpower requirement, to maintain the system. However, contractors can specify manpower deployment pattern they propose to adopt for this work after thorough studying the scope of the work and clearly understanding the same by attending the PRE-BID meeting. The vendors shall have all their doubts cleared in the PRE-BID meeting. It is completely contractor's responsibility to fix the staff deployment pattern and to fulfill the requirements of NCBS. The figure mentioned above is indicative only.

**The following are the qualification & experience pre-requisites of the staff deployed:**

**Highly skilled Supervisor:** Shall have minimum qualification of Diploma in Horticulture / Agriculture and shall have minimum 5 years' Experience in the field of landscape and horticulture maintenance works.

**Unskilled Workers:** Experience not required. But they should know how to do landscape and horticulture works.



**Conditions:**

1. Contractor should provide two sets of Uniforms, Shoes, Identity cards etc., to the staffs deployed, at no extra cost.
2. Contractor will ensure consistency of work and work force, correct trouble shooting, good workmanship, follow all safety procedures and will make all necessary efforts to maintain healthy environment and reliable services.
3. If any of the staff member appointed by Contractor is found to be 'not competent', he has to be replaced by a right person within a stipulated time as instructed by Civil Engineer- In-charge, NCBS.
4. All the relevant documents pertaining to staff deployed, like copies of job appointment order with the contractor, address proof, photocopy of ID card etc., and other details as sought shall be provided to NCBS, by the contractor under his responsibility for the correctness.
5. Wages of the staff deployed should not be less than as that mentioned in Minimum Wage Act applicable to the respective category/experience, as on date. The ESI, PF, ELI, bonus etc., labour law, other rules and norms requirement as found required for contracts of this nature should be met. The same details shall be submitted along with technical bid.
6. In no case, the contractor or his/her employees shall claim job / employment with NCBS. No transport facility shall be provided for the contractor or his employees.
7. It is purely contractor's responsibility to get his staff acquainted/trained with the site conditions, operation and maintenance procedure, equipment detail, safety devices, scope of work etc.,
8. In case of delay, repetition of work, non-compliance, inadequate staff etc, penalty will be imposed as per the clause mentioned.
9. **Contractor must visit the site at least twice in a week to understand the site condition, type of work involved, availability of specialized or general equipments, tools etc., for carrying out works listed herein. You may contact Civil Engineer or his nominee for this purpose.**
10. Contractor should have appropriate Government Civil Contract License, PF, ESIC, labour license and experience in similar field as mentioned in scope of work.
11. For carrying out above job the contractor has to make his own arrangements for men, tools, tackles, testing and measuring equipment, safety and protective gear/devices for carrying out the work.
12. As the work involved is quite specialized and continuous monitoring is required, absenteeism of the contractor's employees will not be tolerated. The Civil Engineer is authorized to make appropriate deductions in the bills for the absenteeism and non-compliance of the work. The contractor will ensure proper supervision at all times. In case of deficiency penalty will be imposed.
13. Contractor will be responsible for any act of sabotage, misdeed, indiscipline, and negligence on the part of contractor or his employees. Penalty or legal action, as decided by Director, NCBS shall be imposed on the contractor.

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**14. Penalty Clause:**

Absenteeism: In case of absence of any staff, penalty will be imposed at double the rate of wages or salary for the day he remains absent.

Non- Compliance of work: In the event of failure of compliance of awarded work in stipulated time penalty will be imposed as per double of actual expenditure incurred in attending to the same by other Agency.

Any accident due to negligence in following of safety procedures is purely at the responsibility of Contractor. Department is not responsible for any accidents/damages/death. Safety of all the staff of the Contractor is the sole responsibility of the Contractor.

Contractor shall submit staff pattern & general scheme to carry out the above work along with the bid.



**d. LIST OF TOOLS AND EQUIPMENTS TO BE SUPPLIED BY THE CONTRACTOR FOR CARRYING THE MAINTENANCE OF LANDSCAPE & HORTICULTURE WORKS**

The Agency has to arrange for following tools and tackles for maintenance of landscape work which shall be part of the contract.

Equipment and tools	Unit
Large capacity lawn mower, diesel/petrol operated with collector attachment, sweeping attachment	1 No.
Petrol / diesel operated mechanized saw / telescopic pruner for cutting/pruning tree branches	1 No.
Mechanized Jungle cutter, petrol/diesel operated, for cutting jungle growth	1 No.
Flexible Hose pipe, 1" dia, 30m long duroflex of champion make, of thickness 2.5mm to 3mm, green colored	40 lengths
Movable sprinkler with stand (or rain guns)	10 Nos
Spade	10Nos
Pick Axe	6 Nos
Gudali	15 Nos (small-10, big size-5)
Weeding pads	15 Nos
Garden rake	4 Nos
Hedge cutter/chopper	5 Nos
Edge cutter for trimming grass joints of paving	2 Nos
Sickles	10 Nos
Plastic basket	15 Nos
Sprayer, separate for spraying insecticides and anti-termite	2 Nos
Small rake for lawn raking	4 Nos
Garden brooms/rakes with long handles	20 Nos (Monthly)
Hand gloves, foot wear for laborers as a part of safety measure	Monthly 1 Box gloves
Large bins to pile garden debris before disposal	10 nos
Water jug with sprinkler attached to the opening of jug for watering delicate varieties of shrubs	4 Nos
Wheel burrows/garden trolleys	2 Nos
SS trolleys in 2-3 levels to collect flower vases from offices for the arrangement within the building for easy movement	1 No
Crowbar	2 nos
Rose cutter	5 nos
Axe	2 nos
Pruning saw	1 no
Branch cutter	1 no
Scythe (Macchu)	2 nos

**NOTE:**

1. The Contractor may note that the list is indicative of minimum tools required, however, the contractor shall also procure other requisites in order to enable smooth maintenance activities.
2. The contractor may note that all tools/equipments supplied to NCBS shall be in good condition. Worn out tools shall be replaced immediately.
3. Wherever extensions of hosepipes are made, the contractor shall use suitable reducers and join firmly so that there is no leakage of water from these junctions. Damaged hose pipes shall be replaced immediately. When not in use, all hosepipes shall be rolled and kept in a neat, orderly manner.



**Annexure – B**

**GENERAL TERMS AND CONDITIONS OF CONTRACT**

**Note:**

1. The employees/ workers employed shall be trained and experienced to handle the services as per the Scope of work mentioned in the Annexure 'A'. If such experienced hands are not available, either because the service is extremely specialized and only in house training is possible, at least a certain percentage of employees/workers shall be experienced / trained who shall be able to impart training / expertise to others.
2. The Contractor shall provide the name and details of his personnel. A list of all the names shall be submitted at the beginning of the contract, along with a copy of each appointment order and whenever there is a change. No personnel will be changed unless NCBS has asked for it or without advance approval of NCBS.
3. The Contractor shall ensure that no contract employees nor anyone from his side use NCBS transport to come to the work spot or return. The Contractor shall use emergency services like medical help and emergency vehicles of NCBS in the event of any accident or emergency to his employees, though all responsibility for such accidents and any injury / death and or loss / damage will fully rest with the Contractor.
4. At all point of time, there must be a minimum of 90% workers attendance per day. In any case there shall be 100% daily attendance is to be ensured. Any absence or shortage beyond this may be managed by giving over time; shortage or absenteeism beyond this percentage will be penalized including termination of the contract. Payment will however be restricted to actual number of people as physically provided in each month.
5. The Tenderer must indicate the deviation in Annexure – C, with reasons thereof and only if such deviation (s) is/are part of the work order issued by NCBS, will the deviation (s) become part of the agreement.
6. The rates quoted shall be valid for 2 years from the date of Work Order followed by joint agreement.

**Rate Chart – Schedule of Quantities:**

Total monthly amount payable is per month inclusive of all taxes, Service tax, duties & other statutory levies for the Scope of Work as per Annexure-F Schedule's break ups.





The following Parameters of Technical Bid will be taken into account for Shortlisting the Commercial Bid. **The Proposals shall be evaluated in two stages: (1) Technical and (2) Price / Financial. A Minimum qualifying mark is set as per Table 'C' below and only those Agencies whose Technical Proposals score the minimum mark of 75% and above shall be considered for Financial Evaluation.**

**Table 'C'**

Sr. no	Evaluation of vendor	Max marks	Evaluation
1	Attended the pre-bid meeting? (Indicates seriousness & interest shown in understanding the institute's requirements/the scope of work).	5	100% marks for whoever attended the pre-bid meeting
2	Financial Strength: (i)Average annual turnover (10 marks) (ii)current financial year Solvency certificate (10 marks)	20	(i)75% marks for minimum eligibility criteria (ii)100% marks for twice the minimum eligibility criteria or more In between (i) & (ii)- on pro rate basis.
3	Contractor should have Experience in Similar class of works (Civil AMC works) from last Seven years period.	20	100% marks for minimum eligibility criteria
4	Contractor should have minimum Three similar completed works costing not less than the amount equal to Rs. 26.7 Lakhs or minimum Two similar completed works, costing not less than the amount equal to Rs.40.16 Lakhs or minimum One similar completed work of aggregate cost not less than the amount equal to Rs.53.54 Lakhs of the estimated cost.	25	(i)75% marks for minimum eligibility criteria (ii)100% marks for twice the minimum eligibility criteria or more  In between (i) & (ii)- on pro rate basis.
5	Minimum one performance certificate from the existing clients	10	(i)75% marks for minimum eligibility criteria (ii)100% marks for twice the minimum eligibility criteria or more. In between (i) & (ii)- on pro rate basis.
6	Client feedback from any of the contact list provided to NCBS by the vendor. This marking shall be awarded by direct telephone enquiry/site visit as deemed fit by the concerned Engineer-in-charge/Head SE&M.	10	100% marks for minimum eligibility criteria.
7	Is the proposed qualified technical staffs pattern matching the minimum as prescribed in the tender conditions?.	10	(i)80% marks for minimum eligibility criteria (ii)100% marks for more eligibility criteria In between (i) & (ii)- on pro rate basis.





**ANNEXURE – C**

**SCHEDULE OF DEVIATIONS**

Sl. No.	Requirement of the Centre	Sl. No. As per schedule	Deviation Proposed.

Name and Address of the Tenderer

Signature of the Tenderer



## ANNEXURE – D

### a. Statutory obligations:

The Contractor will strictly observe and follow the following statutory regulations/acts as well as any new rules / changes as applicable, during the period of this contract. He shall be solely responsible for failure to fulfill these statutory obligations. The successful bidder shall indemnify / is deemed to have indemnified NCBS against all such liabilities which are likely to arise out of the Contractor's failure to fulfill such statutory obligations. All documents, registers pertaining to this contract shall be maintained meticulously and shall be provided periodically for inspection. The salient features of the statutory regulations/acts are listed below and it is the responsibility of the selected Contractor that these regulations/acts and their amendments from time to time are strictly adhered to in totality. Even if the Contractor appointed for this contract may be exempt from any or all of the following employee-friendly legislation, it is incumbent on all Contractors to cover all their employees / workmen cover by this tender with these cover / benefits.

#### **1. The Contract Labour (Abolition & Regulations Act, 1970):**

The Contractor shall obtain and produce license from the Labour Commissioner's office. They will maintain and submit to us for inspection on demand such records as Muster Roll, Payment Register, Advance Register, Fines Register, etc.

#### **2. Payment of Wages Act:**

It is necessary that the Contractor's employees are paid their wages payable for one month of working by 7<sup>th</sup> of the succeeding calendar month. The Contractor will receive payment from us only after you have disbursed in full the wages payable to his employees. The wages shall be distributed in our premises and one of the representatives from the Centre will be nominated to witness the disbursement of the wages, and sign the disbursement report.

#### **3. Provident Fund Act:**

The contracts shall cover their employees under the Provident Fund Scheme. The premia shall be paid as per existing rule partly deducted from their employees and the balance shall be from contribution from the successful bidder, proof of such payment shall be submitted (including employee's and employer's contribution) every month as provided under Section 12 of the Act and Employer's contribution will be restricted to Rs.15000/- (Basic + VDA) as a maximum ceiling.

#### **4. Employees State Insurance Scheme:**

The contract shall cover all your employees under Employees State Insurance Scheme as provided for under the relevant rules and shall remit the premium without default.

#### **5. Minimum Wages Act:**

The contractor shall pay well above the minimum wages as per recent **central wages** to each of their employees. Such rates shall be the rate implied or agreed between NCBS and the Contractor.



**6. Workmen's Compensation (ELI):**

All employees/ workers shall be covered for injury / depth under Workmen's Compensation Act 1923 by an Employer's Liability Insurance in the name of the Contractor to cover all employed by the Contractor in NCBS. ELI premia is of the order of 3% on salary + DA subject to a maximum salary of Rs.4,000.00

**7. Payment of Bonus Act, 1965:**

Bonus shall be paid to all employees who have worked for a minimum of 30 days in the relevant accounting year shall be paid bonus. Bonus will be limited to 8.33% of total salary earned in the relevant accounting year or Rs. 3499/- whichever is less. Bonus shall be paid very year one week before Diwali.

**8. Karnataka Labour Welfare Fund Act 1965.**

**9. General:**

Contribution towards PF, ESI & ELI shall be paid to the Contractor only in succeeding months on submission of proof of having paid the premia / subscription. Premia towards ELI shall be paid to the Contractor on a pro-rata basis every month on submission of original policy and receipt. All premia/ contribution / subscription collected towards such benefits shall be/shall have been promptly paid towards the purpose for which it is collected. If for any reason this has not been possible, the Contractor shall promptly inform NCBS, which will suggest ways and means to put such unpaid amounts to proper use.

\_\_\_\_\_ ● \_\_\_\_\_





**b. Miscellaneous**

We will not be responsible for death, accident or injury to the Contractor's employees engaged by him, which may arise in the course of their duty at our premises, nor shall we be responsible and be liable to pay damages or compensation to such persons or to third parties. The Contractor shall at all times indemnify and keep NCBS indemnified against all claims which may be under the Workmen's Compensation Act, 1923, or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person/ person at the Centre or premises, building, equipments etc. is attributable to the Contractor or his workmen, such damages shall be made good by the Contractor or his workmen, such damages shall be made good by the Contractor.

IN WITNESS WHEREOF the parties here to have set and subscribed their respective signatures and seal to the writing herein above on the date, month and year mentioned herein.

"CENTRE"

"CONTRACTOR"

WITNESS:

\_\_\_\_\_ O \_\_\_\_\_







**ANNEXURE – E**

**NATIONAL CENTRE FOR BIOLOGICAL SCIENCES**

Tata Institute of Fundamental Research  
Scientific & Engineering Services

**UNDER TAKING BY THE TENDERER**

1. I/we intend to carryout the subject work by resorting to engage..... Nos. of work force in a month.

Sl. No.	Details of Operations	No of Persons Proposed
1	Annual Maintenance Contract for Maintenance of Landscape and Horticulture Works at NCBS, CB Site and CCAMP Campus for the year of 2016-2017  1. Highly Skilled Supervisor  2. Unskilled Worker	
<b>Total</b>		

1. I/We under take to pay the wages well above the minimum wages as applicable (Wages fixed by Ministry of Labour, Government of India (or) Government of Karnataka (or) Department recommended wages whichever is higher).
2. I/We under take to contribute for workers towards PF,ESI, and ELI from the employer's side as fixed by the relevant authorities.
3. I/We undertake to pay the Bonus at the rate of 8.33 % of the total wages or Rs. 3,499/- whichever is less.

Name and Address of the Tenderer

Signature of the Tenderer

