

**Name of Work: Annual Maintenance Contract for Landscape and  
Horticulture Works at ICTS-TIFR Campus**

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

**Tender Notice No: 01/Aug/2023**

- Tender Notice No** : **01/Aug/2023**
1. NAME OF THE WORK : Annual Maintenance Contract for  
Landscape and Horticulture Works at ICTS-TIFR
2. ESTIMATE VALUE PUT TO TENDER : Rs. 59 Lakhs
3. EARNEST MONEY DEPOSIT : Rs. 1,18,000/-
4. PRE- BID MEETING : 24 Aug 2023 11.30 AM
- : ICTS Campus, Survey No. 151, Shivakote  
Hesaraghatta Hobli, Bangalore - 560089

**Name of Work: Annual Maintenance Contract for Landscape and Horticulture Works at ICTS-TIFR campus**

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## **NOTICE INVITING TENDER**

**Tender Notice No: 01/Aug/2023**

**Date: 18 Aug 2023**

Sealed tenders are invited (in 2 Part system) by the Administrative Officer at the above office from experienced Contractors for Landscape and Horticulture Maintenance works of ICTS Campus.

### **Eligibility Criteria:**

- a) The agency shall have executed or be executing a single contract of minimum **Rs. 47 lakhs per annum** or two contracts of minimum **Rs. 35 lakhs per annum** or three contracts of minimum **Rs. 23 lakhs per annum** during the last three-year period and all these works should have been undertaken with some Central / State Government Organization / Central Autonomous Body / Central Public Sector undertaking etc.

Bidders/Contractors must furnish documentary proof for the above along with the following mandatory information while submitting tender documents.

- a. Company's profile
- b. Valid registration certificate of the firm appropriate class.
- c. Valid ESI and PF registration certificates
- d. Valid GST registration Certificate
- e. Current financial solvency certificate for at least Rs. 15 lakhs
- f. Last 3 years' financial performance, i.e Balance Sheet and Profit and Loss Account for financial years 2021-22, 2020-21 and 2019-20 and latest income tax returns.
- g. Work completion certificates and at least two performance Certificates dated on or after 01.01.2022.

**Name of Work: Annual Maintenance Contract for Maintenance of Landscape and Horticulture Works at ICTS**

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<b>Estimated Value of work</b>	<b>: Rs. 59 Lakhs</b>
<b>Earnest Money Deposit</b>	<b>: Rs. 1,18,000</b>
<b>Period of Contract</b>	<b>: Initially for 1 year and further extendable by two more years (one year at a time) on satisfactory performance.</b>

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**The tenders should be submitted in two sealed covers.**

**The proposals shall be evaluated in two stages: (1) Technical and (2) Price/ Financial. A minimum qualifying mark is set and only those Contractors whose Technical proposals score the minimum mark of 75% shall be considered for financial evaluation. Thereafter, the financial proposal shall be evaluated. The commercial lowest bidder shall be the first preferred contractor for the award of Work.**

**The eligibility criteria for technical evaluation:**

i) The bidder should have the following:

(a) Bidder should have the Copies of valid registration details under civil and landscape/horticulture works category with Government organizations / Semi-Government organizations of State or Central Government or Public sector undertakings or Autonomous bodies of State or Central Government. The bidder should have work experience with state/central Govt departments and must have a work done certificate for a value equal to estimated cost put to tender.

(b) Banker's Certificate from a Commercial Bank or Net Worth Certificate: Banker's Certificate of the amount equal to Rs. 23.60 lakhs, or Net worth certificate of minimum Rs.6 lakhs issued by certified Chartered Accountant with UDIN should not be older than one year from the date of opening of tender. Alternatively, Solvency Certificate from a commercial bank for Rs. 6 lakhs may be submitted.

(c) Average Annual Financial Turnover on maintenance works should be at least Rs.60 Lakhs, during the immediate last 3 consecutive financial years ending 31st March 2023. This should be duly audited by a registered Chartered Accountant.

(d) Should not have incurred any loss in more than two years during the last five years ending 31st March 2023.

- (e) Carried out similar works during the last 5 years. Similar nature of work means: Experience in “AMC works- Maintenance of landscape and horticulture works”.
- (f) Permanent Account Number (PAN) & GST Certificate.
- (g) Deployment pattern of Personnel including the number of Skilled Gardener and unskilled helpers.
- (h) Work Order copy of a single contract worth **Rs. 47 lakhs per annum** or two contracts of **Rs. 35 lakhs** or three contracts of **Rs. 23 lakhs** or more during the last three-year period for similar work in horticulture and garden maintenance.
- (i) The value of executed works shall be brought to the current costing level by enhancing the actual value of work at a simple rate of 7 % per annum, calculated from the date of completion to the last date of submission of tender.
- (j) The bidding capacity of the contractor applicable should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = [A \times N \times 2] - B$$

Where,

A = Maximum Value of maintenance works executed in any one year during the last five years taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of work for which bids have been invited.

B= Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.

- (l) Bidder should be a registered firm in India. Joint Ventures and or Consortiums are not acceptable.
2. The '**Price/ Financial Bid**' in the format provided should be uploaded, the rates to be quoted on monthly basis for normal duty of 8 hrs per day per person.

Centre Director, ICTS 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.

**Bid validity:** Bids shall be valid for 180 days from the last date of its submission.

**IMPORTANT NOTE:**

- 1. All bidders to attend the PRE-BID MEETING on 24 Aug 2023, at 11.30 hrs at ICTS campus. It is important for the vendor to attend the pre-bid meeting to understand the exact requirements.**
- 2. Contractors can specify the 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 the contractor's responsibility to fix the staff deployment pattern and to fulfill the requirements of ICTS.**
- 3. Each and every page of the offered bid shall bear the dated signature and seal of the contractor.**

## **Contract Conditions**

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

- 1.1 The Contractor will, for the time being, provide services at International Centre for Theoretical Sciences, Sy No 151, Shivakote, Hesaraghatta, Bangalore – 89 as per the details laid down in the following annexures:
- a) Annexure – A – Scope of work
  - b) Annexure – B – General Terms and conditions
  - c) Annexure – C – Schedule of Deviations
  - d) Annexure – D – Statutory Obligation
  - e) Annexure – E - Undertaking by the tenderer
  - f) Annexure - F - Price / Financial bid
- 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 “E”.
- 1.3 Once the Work Order is issued, the Contractor will receive instructions from the Administrative Officer or his authorized nominee and the Contractor hereby undertakes to abide by his/her 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 a copy of the appointment order issued to them. As and when there is a change in the staff posted, a revised list shall be submitted along with a 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 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 ICTS.



- 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, safety equipment and shoes to their employees. It is the 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 ICTS. **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 reimbursed 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.
- d) The contractor shall maintain a muster roll, 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 ICTS 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 ICTS. This should be done **immediately** but not later than **one month** from the date of signing the 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 ICTS.

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

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

- 3.1 The contract with the Centre will be initially for a period of 1 year and if the services are found to be satisfactory, the contract may be extended for a further period of 2 years (one year at a time). The Centre reserves 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 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 ICTS
- 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 ICTS - the contract would be terminated without any notice. Further, the Contractor would be levied penalties, as deemed appropriate by the 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 the 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 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 at the rate of 8.33% subject to maximum of Rs. 6,999/- 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 Administrative Officer 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 ICTS. 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 overtime to the contract employees shall be disbursed in the presence of Officer-in-Charge or any authorized officer of ICTS. Alternatively, the contractor shall make a bank transfer of the salary to the bank accounts of the workers and provide proof of transfer along with the subsequent monthly bill.
- 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 contractor whose tender is accepted will be required to furnish by way of security deposit for the due fulfillment of his contract, such sum as will amount to 3% of the tendered value of work. In addition, the contractor shall be required to deposit an amount equal to 3% of the tendered value of the contract as Performance Security. Time allowed for submission of Performance Guarantee shall be 15 days from the date of issue of letter of acceptance. Performance Security of 3% to be submitted in the form of Bank guarantees. It can also be accepted in the form of fixed deposit receipts of Scheduled Bank or in the form of Government Securities.**

**The Security Deposit will be collected by deductions @ 3 % of the gross amount of the running bill of the contractors till the total security deposit recovered will amount to 3% of the tendered value of work. The Security deposit will also be accepted in the form of Governments Securities, Fixed deposit Receipts of Scheduled Bank and Nationalized Bank. These shall be endorsed in favour of the International Centre for Theoretical Sciences. Earnest Money Deposit of successful bidder shall be returned / refunded on receipt of Performance Security Deposit, however in case Performance Security Deposit is in the form of Bank Guarantee, Earnest Money Deposit will be released subsequent to confirmation of verification of Bank Guarantee from the issuing Bank.**

**If the successful tenderer, fails to furnish the prescribed performance guarantee on or before stipulated dates of commencement the Centre shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.**

- 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. upto 3 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 claims 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 an 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 the Centre.

## 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 & binding on both parties.

## 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 Centre 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 thereof 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.

### **ANNEXURE - A**

#### **a. Scope of Work**

##### **General Guidelines for Quoting the Tender**

Contractors shall engage and deploy experienced highly skilled supervisors/gardeners and unskilled workers/helpers who have experience in working mechanisms for attending to maintenance of landscape and horticulture works. So engaged highly skilled supervisors/gardeners and unskilled workers/helpers 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 29550 sqm (landscape- 16700 sq mtr + Driveway, walkway, parking etc. - 12850 sq mtr approx). 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 ICTS campus including courtyards, approach road connecting ICTS campus and Housing gate, approach roads to offices, internal roads including the berms, open yard, stone pavings with grass/pebble joints, as the case may be, all paved walk areas, courtyards, driveways, porch, parking lot, all building basement and parking areas, by daily sweeping and keeping the area tidy etc, including cost of all materials, tools and labour, all as per instruction of Civil Engineer.

- i) Cleaning daily the entire area earmarked for maintenance by removing fallen dry leaves and all types of waste materials lying 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, turfs, flower beds under the contract daily at the rate of 4 to 5 liters per sqm area, uniformly, using 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 solutions all as per direction of Manager (Services), once in a month or as directed by the Civil Engineer.
- iv) Applying composite manure or fertilizer as the case may be to pits once in a month all as instructed by the Civil Engineer.
- 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 and site schedule shall be followed as directed by the Civil Engineer.
- vii) Maintenance of potted plants both indoors and outdoors available at ICTS 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 the Civil Engineer.
- 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 Civil Engineer.
- ix) Removal and relaying lawn whenever trenching work/construction activities has to be undertaken by ICTS. 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, and red earth shall be measured and paid under relevant items, as per instructions of the Project Manager/i/c Civil Department. The quoted rate shall include all labour, and equipment for the work.

- x) Maintenance of hard surfaces at campus, including courtyards, approach road connecting ICTS Main gate and Housing gate, approach roads to offices, internal roads, including the berms, open yard, stone pavings with grass/pebble joints, as the case may be, all paved walk areas, courtyards, driveways, porch, parking lot etc by daily sweeping and keeping the area tidy etc, including cost of all tools and labour all as per instructions of the Project Manager/i/c Civil Department.

Note: 1 For routine/ day to day landscape maintenance work the required number of workers and supervisors shall be deployed daily. A minimum number of workers shall be deployed including a supervisor for work on Sundays and general holidays. Attendance register shall be kept which will be checked daily by Project Manager/i/c Civil Department 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 workforce; supervisors; 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 scrutinized by AO , corrections if any shall be made and payments will be effected.

Note: 2 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 Greenhouse related work like cleaning, reporting, propagation of plants, etc. as required at Greenhouse and as per direction of AO etc complete.
- 1.2 Deploying 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 workforce, 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, complaint register, progress reports etc as per the specification and as directed by Project Manager/i/c Civil Department. 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 the department in carrying out the works under this contract. Alternate arrangements shall be made by contracts during the absence of the supervisor. The supervisor shall have minimum qualification of Diploma/ NCVT/ Certificate course in Horticulture/Agriculture & shall have minimum five years' experience in landscape works.
- 1.3 Disposing the garden waste/landscape debris to outside the campus in an unobjectionable way from municipal Authorities by using the deployed manpower and mechanical transport complete and as directed by Project Manager/i/c Civil Department. The cost of mechanical transport may be charged separately at actuals.



**a. Important note:**

1. 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 Project Manager/i/c Civil Department. 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 antecedents and character before deploying them.
2. In case department requests 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 a prorata basis.
3. 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.
4. 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 ICTS property by these gardeners and helpers due to carelessness shall be recovered from the bills of the contractor. The decision of ICTS on this behalf with respect to the cause of damages and quantum shall be binding on the contractor and shall be final.
5. The contractor shall provide the basic tools of the respective trade required for performance of the gardeners 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.
6. If any personnel is found not suitable for deployment, the department shall have the right to debar him from attending work with immediate effect without assigning any reason and no claim whatsoever shall be entertained.
7. The contract shall be initially for a period of one year extendable to further two years (one year at a time) if the performance is satisfactory to ICTS.
8. **The contractor should deploy the required work force daily except on Sundays and National holidays. There shall be an attendance register which shall be signed by the Supervisor and workers every day while reporting for duty and while leaving duty in the evening. Reduction in monthly payments shall be made for absentees and also late attendance / early going by gardeners and helpers on a pro-rata basis unless it is made up. Similarly, additional payment shall be considered if these Supervisors and Helpers are deployed by ICTS beyond / earlier to duty hours on holidays etc on a pro-rata basis. The Gardeners and unskilled workers shall be available for duty during the duty hours of 7.00 AM to 4.00 PM with one hour lunch/tea break. The work shall be executed in a workmanlike 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 Project Manager/i/c Civil Department (which will be actuals plus contingency) shall be final and binding on contractor.**

**b. Special Conditions:**

1. For carrying out the 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.
2. ICTS is a research institute and has critical manpower requirements. Please note maintenance should be in such a way that there shall not be any hindrance to the user.
3. During emergencies like rain etc., manpower has to work beyond specified work hours, as required.
4. Contractors should deploy landscape staff having experience in handling maintenance and have ability to do landscape works.
5. As the work involved is quite specialized and continuous monitoring is required, absenteeism of the contractor's employees will not be tolerated. The AO 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.
6. All the labour and expertise are included in the scope of work. No extra payment will be made for carrying out routine documentary and preventive maintenance.
7. It is presumed that the contractor will deploy skilled manpower as required.
8. 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 manpower will be made extra based on minimum wages as per recent amendment plus contractor profit.
9. It is fully the contractor's responsibility to deploy qualified Supervisor and helpers with relevant Qualifications.
10. Contractor will ensure consistency of work and workforce, correct troubleshooting, good workmanship, follow all safety procedures and will make all necessary efforts to maintain a healthy environment and reliable services.
11. It is purely the contractor's responsibility to get his staff acquainted with the site condition, operation and maintenance procedure, Equipment detail, Safety devices, Scope of work etc.
12. Contractor will ensure that the deployed staff should have basic qualification and capable of handling work as stipulated in scope of work.
13. 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 conditions.

14. Minimum wage of the staff should not be less than minimum Wage Act applicable to the respective category/experience.
15. 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.
16. Contractor will submit their detailed scheme to carry out the above work along with the tender. In case of error in typing, report of different figures, only stringent conditions will apply.

**c. PERSONNEL TO WORK AT ICTS:**

The contractor has to manage and execute all the works entrusted, through dedicated Supervisor and workers by deploying the required manpower. The current contractor has engaged 1 highly skilled supervisor and 15 unskilled helpers to manage the maintenance of the existing set-up.

The contractor, after studying and understanding / gauging the requirement of ICTS, shall fix a staff pattern for regular routine works in 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 carry out the works allocated to them in consultation with the concerned officer. These staff members shall also carry out all other works as entrusted by the concerned officer pertaining to Landscape related work of ICTS and shall never say 'no' to any of the relevant requirements of ICTS.

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

**The contractors can specify the 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 the contractor's responsibility to fix the staff deployment pattern and to fulfill the requirements of ICTS. 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/ NCVT/ Certificate course in Horticulture/ Agriculture and shall have minimum 5 years' Experience in the field of landscape and horticulture maintenance works.

**Unskilled Workers:** At Least 1 year of Experience in landscape and horticulture works is mandatory.

**Conditions:**

1. Contractor should provide two sets of Uniforms, Shoes, Identity cards etc., to the staff deployed, at no extra cost.
2. Contractor will ensure consistency of work and workforce, correct troubleshooting, good workmanship, follow all safety procedures and will make all necessary efforts to maintain a healthy environment and reliable services.
3. If any of the staff members 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 Project Manager/i/c Civil Department, ICTS.
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 ICTS, 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 requirements as found required for contracts of this nature should be met. The same details shall be submitted along with technical bids.
6. In no case, the contractor or his/her employees shall claim job / employment with ICTS. 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 as and when required to understand the site condition, type of work involved, availability of specialized or general equipment, tools etc., for carrying out works listed herein. You may contact the Project Manager/i/c Civil Department 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 the 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 Project Manager/i/c Civil Department 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 the contractor or his employees. Penalty or legal action, as decided by the Centre Director, ICTS shall be imposed on the contractor.

**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 work by any other Agency.

Any accident due to negligence in following safety procedures is purely at the responsibility of the 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 a staff pattern & general scheme to carry out the above work along with the bid.

**LIST OF TOOLS AND EQUIPMENT TO BE SUPPLIED BY THE CONTRACTOR FOR CARRYING OUT THE MAINTENANCE OF LANDSCAPE & HORTICULTURE WORKS**

**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/equipment supplied to ICTS shall be in good condition. Worn out tools shall be replaced immediately.
3. Wherever extensions of hose pipes 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 hose pipes shall be rolled and kept in a neat, orderly manner.

The Agency has to arrange for the following tools and tackles for maintenance of landscape work which shall be part of the contract. (All equipments and tools shall be in good condition all the time)

<b>Equipment and tools</b>	<b>Unit</b>
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 or champion make, of thickness 2.5mm to 3mm, green colored	15 lengths
Movable sprinkler with stand (or rain guns)	5 Nos
Spade	5Nos
Pick Axe	3 Nos
Gudali (Small size -3 and big size - 2)	05 Nos
Weeding pads	8 Nos
Garden rake	4 Nos
Hedge cutter/chopper	5 Nos
Edge cutter for trimming grass joints of paving	4 Nos
Sickles	8 Nos
Plastic basket	10 Nos
Sprayer, separate for spraying insecticides and anti-termite	2 Nos
Small rake for lawn raking	2 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	6 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
Crowbar	2 nos
Rose cutter	5 nos
Axe	2 nos
Pruning saw	1 no
Branch cutter	1 no
Scythe (Macchu)	2 nos

**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 ICTS has asked for it or without advance approval of ICTS.
3. The Contractor shall ensure that no contract employees nor anyone from his side use ICTS transport to come to the work spot or return. The Contractor shall use emergency services like medical help and emergency vehicles of ICTS 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 points of time, there must be a minimum of 90% workers attendance per day. In any case 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 the 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 ICTS, will the deviation (s) become part of the agreement.
6. The rates quoted shall be valid for 3 years from the date of Work Order followed by joint agreement.

**Rate Chart – Schedule of Quantities:**

Total amount payable is per month inclusive of all taxes, 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’**

SI No	Particulars		
I	Pre-Qualification checklist – vendor to qualify in all the prerequisites with sufficient proof.		
A	Registration Certificate of the firm	Y/N	
B	PAN NUMBER / GST Registration Certificate.	Y/N	
C	Latest solvency certificate issued by the bank.	Y/N	
D	PF, ESI registration copies.	Y/N	
E	Acceptance of all terms and conditions, tender document and all Annexures duly signed on all pages	Y/N	
F	Any technical deviation indicated? If so, are they acceptable to ICTS	Y/N	
G	EMD enclosed	Y/N	
H	Does the vendor meet the previous minimum work experience criteria?	Y/N	
I	Does the human resource deployment meet the minimum requirement indicated?	Y/N	
J	Does the firm meet all the above minimum criteria to evaluate further?	Y/N	
K	<b>Either the Registered Office or one of the Branch Offices of the bidder should be located in Bangalore.</b>	Y/N	



L	The bidder /Company / Firm / Agency should have experience (at least 3 contracts in the last 3 years) in providing similar services to Public Sector Companies/Government Departments / Research Organizations / Reputed Private Sector Companies.	Y/N	
II	<b>Evaluation of Vendor – Vendor having maximum experience and highest work order values among bidders will be given maximum marks. Vendors meeting the minimum requirement will be given minimum marks and additional experience and value of work orders will be given pro-rata marks.</b>	<b>Min. Marks</b>	<b>Max. Marks</b>
1	Company Profile and Organization Structure	10	10
2	The bidders should have an office in Bangalore for day-to-day management of the contract (documentary proof Eg. Electricity bills etc. to be enclosed)	10	10
3	Attended pre-bid meeting	0	5
4	5 years' Essential experience in providing Horticulture and garden maintenance Services in a reputed Organization. (pl. enclose documentary evidence) (more Work Experience will carry more weightage pro rata)	15	20
5	List of Works on hand (Enclose copy of the Work Orders of similar works) (higher value of Work done will carry more weightage pro rata)	20	25
6	Performance Certificate from the existing clients should be on or after 01/01/2022	15	20
7	Audited financial Statements of last 3 financial years (Balance Sheet & Profit and loss account)	5	10
	<b>TOTAL MARKS</b>	<b>75</b>	<b>100</b>

**ANNEXURE – C**

**SCHEDULE OF DEVIATIONS**

<b>Sl. No.</b>	<b>Requirement of the Centre</b>	<b>Sl. No. As per schedule</b>	<b>Deviation Proposed.</b>

**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 ICTS 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 covered by this tender with these cover / benefits.

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

The Contractor shall obtain and produce a 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 disbursement 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.21000/- (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.

Where the wages exceed 21,000/-, an amount equivalent to employer's and employee's contribution i.e. 3.25% and 0.75% of Rs. 21,000/- shall be utilised for Group Medical Insurance. Reimbursement for the employer's contribution may be claimed by submitting proof of remittance.

#### **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 ICTS and the Contractor.

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

All employees/ workers may be covered for injury / death 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 ICTS.

**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. 6999/- whichever is less. Bonus shall be paid annually or on a monthly basis.

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

**9. Karnataka Shops and Establishment Act 1961: Relevant for contract employees Earned Leave**

**10. General:**

Contribution towards PF, ESI & ELI shall be paid to the Contractor only in succeeding months on submission of proof of having paid the premium / 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 ICTS, which will suggest ways and means to put such unpaid amounts to proper use.

**b. Miscellaneous**

The Centre 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 ICTS 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, equipment 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 hereto have set and subscribed their respective signatures and seal to the writing herein above on the date, month and year mentioned herein.

**"CONTRACTOR"**

**ANNEXURE – E**

**UNDERTAKING BY THE TENDERER**

1. I/we intend to carry out the subject work by resorting to engage 16 (Sixteen) Nos. of work force in a month.

Sl. No.	Details of Operations	No of Persons Proposed
1	<b>Annual Maintenance Contract for Maintenance of Landscape and Horticulture Works at ICTS</b>	
	<b>1. Highly Skilled Supervisor</b>	1
	<b>2. Unskilled Workers</b>	15
<b>Total</b>		<b>16</b>

1. I/We undertake 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 undertake to contribute for workers towards PF, ESI, and ELI (optional) 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. 6999/- whichever is less.

Name and Address of the Tenderer

Signature of the Tenderer

Date: