

# INDIAN COUNCIL OF SOCIAL SCIENCE RESEARCH

## I N D E X

Name of work: **Regular Maintenance of Landscape, potted plants, trees, hedging, lawns, shrubs & other Horticulture works at ICSSR complex at Aruna Asaf Ali Marg & NASSDOC Library & Office building at 35, Feroze Shah Road, New Delhi**

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### Information and Instruction for Bidder

The Administrative Officer, ICSSR, Aruna Asaf Ali Marg, New Delhi on behalf the Council **invites sealed Lump Sum bids** in two envelope system from reputed, experienced and Registered in appropriate class Contractors of Govt. Depts./CPWD/MES/Govt. Undertakings in **TWO BID** system for the following work:

**Name Of Work:** **Regular Maintenance of Landscape, potted plants, trees, hedging, lawns, shrubs & other Horticulture works at ICSSR complex at Aruna Asaf Ali Marg & NASSDOC Library & Office building at 35, Feroze Shah Road, New Delhi**

<b>Performance guarantee</b> <i>(to be deposited on award of work)</i>	:	<b>Rs 1,72600/-</b>
<b>Earnest Money</b> <i>(to be deposited along with tender)</i>	:	<b>Rs 34,500/-</b>
<b>Cost Of Tender Documents</b>	:	Rs 500/-
<b>Sale Of Tender Documents</b>	:	11.00 AM to 4.00 PM on all Working days upto 26 <sup>th</sup> Sep 2017
<b>Date &amp; Time of Receipt of Technical &amp; Financial Bid</b>	:	28 <sup>th</sup> Sep 2017 upto 3:00 PM
<b>Date &amp; Time of Opening Of Technical Bid</b>	:	28 <sup>th</sup> Sep 2017 at 3.30 PM
<b>Date &amp; Time of Opening Of Financial Bid</b>	:	To be notified later
<b>Completion Period</b>	:	12 Months

**TERM & CONDITIONS:**

- i) The tender document can be down loaded from the council web site [www.icssr.org](http://www.icssr.org)
- ii) Contractor/Vender who full fill the following requirement shall be eligible to apply & list of such complete work is to be submitted with Technical Bid

**Similar works mean works Related to Horticulture.****NOTES**

- a) Cost of tender paper (if down loaded from Internet), Earnest money, Technical Bid, Financial Bid is to be submitted in separate envelope clearly mentioning tender cost, EMD, Technical bid & financial bid on envelope & all these envelope in one bigger envelope Duly sealed with clearly mentioning the name of work on bigger envelope.
- b) Contractor must ensure to quote rate of each items in figure as well as words.
- c) The Technical bid will be opened first on due date & time as mentioned above. The time & date of opening of financial bid of contractor qualifying the Technical bid shall be communicated to them later. In the event of rejection of technical bid the financial bid shall stand automatically rejected.
- d) The Council reserves the right to reject any prospective application without assigning any reasons & to restrict the list of qualified contractors to any number deemed Suitable by it if too many bids are received satisfying the laid down criteria.
- e) Contractor shall include all kinds of liabilities other than statutory taxes while quoting the rates. Contractor will be paid statutory taxes as per government norms.
- f) **The bidder/ Tenderer, if discovered to have been black- listed /debarred currently by any government department/PSU/Regd Body or any criminal case is pending against the tenderer anywhere in India during last three years shall be rejected/cancelled by the COUNCIL Concealment of material fact in this regard shall be enough ground for rejection of tender/annulment of award. (Undertaking in this regard on non-judicial stamp paper of appropriate value shall have to be attached.)**

- g) Only those contractors who have executed at least one contract of value equal to or more than the estimated cost or atleast two contracts of half the value of the estimated cost in Govt. Depts/PSUs/ Govt Undertakings shall be eligible for bidding.(Documentary Proof shall be a requisite)
- h) The party bidding must have same or similar works as it's core business i.e. must have field experience of having executed horticulture/landscaping works with fair knowledge of landscape plans etc.

**INDIAN COUNCIL OF SOCIAL SCIENCE RESEARCH**  
(An Autonomous Organisation under Ministry of HRD)  
ARUNA ASAF ALI MARG, NEW DELHI-110067

**NOTICE INVITING TENDERS (NIT) FOR HORTICULTURE SERVICES**

**TENDER DOCUMENT**

Indian Council of Social Science Research invites '**Sealed Bids**' for horticulture services from reputed agencies fulfilling the criteria laid down in Technical and Financial bid format at **Annexure 1&3**. The contract period shall initially be for a period of one year extendable on satisfactory performance and mutual consent on same terms and conditions on yearly basis.

The bids are to be sent in two parts – one sealed enveloped superscribed as '**Technical Bid**' giving details in the format as per Annexure, and second envelope superscribed as '**Financial Bid**' in the format at Annexure. The two sealed envelopes as above shall be placed in another sealed envelope superscribed as '**BID FOR HORTICULTURE SERVICES**'. The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to:-

**Administrative Officer**  
**Indian Council of Social Science Research**  
**ARUNA ASAF ALI MARG,**  
**NEW DELHI-110067**

1. The sealed bids shall be received by ICSSR upto 3.00 PM on 28.09.2017 any bid received after the prescribed deadline shall not be considered irrespective of rates. The Technical bid will be opened on the same date at 3.30 pm in the presence of the representatives of the bidders present. Date of opening of financial bids of such firms which meet the prescribed pre-qualification criteria will be notified separately.
2. Earnest Money @ Rs.34,500/- must accompany the **Technical Bid document**. The EMD shall be payable in the form of Demand Draft/Banker Cheque from a Nationalized bank/Scheduled commercial bank in favour of ICSSR, payable at New Delhi. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected straight away by ICSSR.
3. **Forfeiture of EMD:**
  - a) If the bidder withdraws his bid during the period of bid validity.
  - b) In the case of successful bidder, if he fails to furnish the requisite Performance Guarantee @ Rs 1,72,000/-within the specified time limit.

4. The EMD of successful bidder shall be adjusted towards making of the security for the performance of the contract and shall only be discharged after expiry of maintenance period (or can be refunded upon receipt of Bank guarantee equivalent to security deposit )
5. The bid shall remain valid for a period of 2 months from the date of receipt of the bid.
6. The Bidder should inspect the site before filling in and submitting the tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder.
7. Bidders should quote the rates in the format given at Annexure. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over-writings are permissible.
8. Payment will be released on monthly basis after receipt of bill and certification by concerned division that the services provided during the month are satisfactory.
9. ICSSR reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by ICSSR from Security Deposit or pending bill or by raising a separate claim.

## 12. **DEDUCTIONS FOR EXCEPTIONS**

The deductions shall be made for the following jobs

Such exceptions will duly be conveyed to the contractor by ICSSR in writing:

- i) Not properly carrying out the jobs as defined for 'daily' - 2% of monthly billing (each exception).
- ii) Not properly carrying out the job as defined for 'weekly' - 3% of monthly billing (each exception).

However, if the exceptions become general practice, action will be initiated as per clause 11 above.

### 13. PERFORMANCE GUARANTEE

- 13.1. The successful bidder shall furnish a Performance guarantee of Rs 1,72,600/- within 10 calendar days from the date of acceptance of the bid for due and proper fulfillment of contract.
- 13.2 EMD of successful bidder shall be discharged after receipt and acceptance of the Security deposit. EMD of unsuccessful bidders shall be discharged after award of work to the successful bidder and signing of contract thereof.
- 13.3 The security deposit provided by the successful bidder may be in the form of a bank guarantee from a Nationalized Bank (as per format given in **Annexure 2** which should be valid for one year from the date of award.

### 14. CONCILIATION/ARBITRATION

- 14.1 If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by the Commissioner, ICSSR.
- 14.2 In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the empanelled Sole Arbitrator of ICSSR to be appointed by the Commissioner, ICSSR.
- 14.3 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- 14.4 The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- 14.5 The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.

14.6 The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

15. **FORCE MAJEURE**

15.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

15.2 The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely ICSSR and the Contractor.

15.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, ICSSR shall have the option of canceling this contract in whole or part at his discretion without any liability at his part.

15.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

16. **APPLICABLE LAW AND JURISDICTION**

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

17. No alternative offer shall be considered.

18. ICSSR reserves the right to cancel the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of ICSSR's action.



19. ICSSR reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.
20. Any clarification on the documents may be obtained from:

<b>Administrative officer ICSSR, New Delhi</b>	<b>Council Engineer ICSSR</b>
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21. The Contractor is required to enter into a contract with ICSSR on the terms & conditions as detailed in the tender document.
22. In case, it is found and proved that under payment has been made to his employees and/or they are deprived of any due benefits, the awarded tender shall liable to be terminated.
23. Employees on contract shall work only for normal duty hours and over time shall not ordinarily be allowed unless and until it is required in unavoidable circumstances but shall be duly approved by the concerned official of ICSSR.
24. Security deposit and performance guarantee will be returned after six months of completion of work after obtaining labour clearance.
25. Work components:-

**(A) Labour**

- |                         |   |                      |
|-------------------------|---|----------------------|
| 1. Mali                 | - | 6Nos. (Unskilled)    |
| 2. Head Mali/Supervisor | - | 1Nos. (Semi-Skilled) |

**(B) Material**

- |                            |   |         |
|----------------------------|---|---------|
| 1. Seasonal Plants/Flowers | - | 600 Nos |
| 2. Manure/Fertilizer       | - | 500 Kg  |
| 3. Earthen pots            | - | 300 nos |

**TECHNICAL BID (Cover -I)**

(To be submitted in separate sealed envelope along with other documents)

1.	Name & address of the Tenderer Organization/ Agency with phone number, email and name and telephone/ mobile number of contact person.	..... Office Address ..... ..... Telephone No.....(o).....(R) Mobile No. ..... Email .....
2.	Experience in the work of providing Horticulture Services. Particular of experience (Attach certificate, testimonials). This shall cover the details of work of similar nature, approximate magnitude and duration carried out and/ or on hand for at least 3 immediate preceding financial years along with a certificate from the agency where the job was carried out. <b>Name of Organization with complete address and telephone number to whom services provided</b>	I a. From_____ to _____ b. Contract Amount in Rs. Per month..... c. Reason for Termination II a. From_____ to _____ b. Contract Amount in Rs. Per month..... c. Reason for Termination III a. From_____ to _____ b. Contract Amount in Rs. Per month..... c. Reason for Termination
3.	Set-up of your Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing the services.	
a.	Is the establishment registered with the Government: please give details with Document/ evidence.	
b.	Do you have labour licence please give details and enclose the copy thereof.	
c.	Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in ICSSR.	
4.	Are you covered by the labour Legislation such as, ESI, EPF, Gratuity etc.	YES / NO
5.	Please give EPF No. ESI Code: Gratuity Act Regn. No. (Attach Copies).	
6.	Are you governed by minimum wages rules of the Govt. of India If yes, please give details.	YES / NO
7.	Please attach copy of Income Tax return of last three years.	

8.	Please attach balance sheet of the company, duly certified by Chartered Accountant for last three financial years.	
9.	PAN (Please attach copy)	
10.	Trade Licence No, (Please attach copy)	
11.	Service Tax Registration (Please attach copy)	
12.	Please attach copy of latest Service Tax Return filed with the authority or copy of exemption letter, if any.	
13.	Acceptance of term & condition attached. Please sign each page of term and condition as token of acceptance and submit as part of tender document.	YES / NO
14.	Power of Attorney/ authorization for signing the bid documents.	
15.	Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (agency). Indicate any conviction in the past against the Company/firm/partner.	
16.	Detail of the D.D./Pay order of Rs.34,500/- towards (EMD) and a DD for Rs.500/- in case tender documents is downloaded from website. DD/PO No. Date: Drawn on: In case of purchase of tender from ICSSR CR No. Date Issuing Office	
17.	Valid labour licence issued by Regional Labour Commissioner, Govt. of India Licence No. Date Authority issued	
18.	Register under small scale industrial undertaking and micro small and medium enterprises	<b>YES / NO</b> <b>Please enclose copy of certificate of registration</b>

**Declaration by the Tenderer:**

This is to certify that I/We before signing this tender have read fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls:

1. DD/ Pay Order No.\_\_\_\_\_.
2. Term & Condition (each page must be signed)
3. Financial Bid (in Cover-II)

Name and Signature of  
Authorized Signatory:

Stamp/ seal of the Bidder/ Tenderer

Date

## **GUIDELINES FOR TENDERERS**

### **1. Site Inspection**

The contractor shall be deemed to have inspected the site before submission of his tender and acquainted himself with all aspects such as availability of Labour, Materials, working conditions, nature and volume of work involved, availability of site in full or in part at a time. No claim what so ever for these reasons shall be entertained thereafter from the contractor.

### **2. Purchase and Issue of Tenders**

Tender documents can be down loaded from the council web site [www.icssr.org](http://www.icssr.org)

### **3. Filling up and submission of Tenders**

- (a) The contractor shall quote the rates in figures as well as word and shall work out the amount of his offer and the same shall be written in words and figures in such a way that interpolation is not possible.
- (b) Rate are to be quoted on the proper tender form issued by the Council.
- (c) The tenderer shall return the original tender purchased by him and maintain secret of Tender Documents and drawings under official secret Act 1923.
- (d) In case of discrepancy in rates quoted by the contractor in words and figures, the decision of ICSSR authorities will be final.
- (e) Tenders shall be received up to 3:00 PM on the date specified in Notice Inviting Tender.
- (f) Following Documents are required to be submitted with tender: Letterhead of the contractor/company with address & Phone Attested copy of Registration & VAT Number, PAN Number. In case of partnership firm/company, a copy of partnership deed issued by Registrar of Company.
- (g) Unsealed/Incomplete tenders shall be summarily rejected.
- (h) No. page of Tender papers shall be removed and the entire set must be submitted as it is. Failure to comply with the instructions may result in the rejection of tender.
- (i) All entries are to be made in one ink only and should be legible. Tender should not contain erasures and corrections and if there is any, shall bear the date initials of the tenderer.

- (j) The tenderer must read & sign each page of the tender.
- (k) No additions alternations are permitted in tender papers. If the tenderer does so, the same shall not be considered and such tender is liable to be rejected.
- (l) Sealed tender is to be addressed to the Administrative Officer, ICSSR, Aruna Asaf Ali Marg, New Delhi-67. It should have name of work estimated cost put to tender written on the cover as per directions and instructions. The tender should be deposited in the tender box placed in Administration office room, by the stipulated date and time.

#### **4. Acceptance of Tender**

- (a) Conditional tenders shall not be accepted.
- (b) Any tender not fulfilling the conditions shall be rejected.
- (c) Tender for work shall remain open for acceptance for a period of ninety days from the date of opening of tenders.
- (d) The Council reserves the right to reject any or all the tenders without assigning any reason.
- (e) Tender cost shall be non-refundable

**A Site Order Book/complaint register** shall be maintained at the site of the work in which instructions shall be given to the Contractor as and when necessary. These orders shall have to be signed and complied with by the Contractor or in his absence by his authorized representative or agent & in such case it will be presumed the same have been conveyed to him in time.

## **SPECIAL CONDITIONS**

### **1. General**

These special conditions shall be read in conjunction with the General Conditions of the contract. Where the provisions of these Special Conditions are at variance with the provisions of the General Conditions of the contract the provisions of these Special Conditions shall take precedence.

### **2. Non-Judicial Stamp Paper**

The contractor shall have to supply Non- Judicial stamp papers of requisite amount for execution of Contract Bond.

### **3. Earnest Money & Security Deposit**

- (a) Earnest Money as specified is required to be deposited in the shape of DD/FD of a scheduled Bank of India and pledged in favour of ICSSR or can be deposited in cash with cashier ICSSR and obtain receipt there of and attach with Tender Paper before submission of Tenders.
- (b) If the Contractor withdraws his offer/tender or modifies his offer/tender, which is not acceptable to the Council before acceptance of the tender then his 50% earnest money will be forfeited and 100% after acceptance of the tender without prejudice to any other right or remedy.
- (c) The amount of security deposit shall be limited to 10% of the agreement amount put to tender
- (d) The earnest money deposited by the unsuccessful Tender shall be returned within thirty days from the date of opening of the tender.
- (e) The Contractor will have to remove any person employed on the work if ordered by the officer incharge without assigning any reasons.
- (f) The contractor or his employed worker shall not damage Govt. Property otherwise the same shall be got repaired by the Contractor at his cost.

### **5. Payment of bills**

No payment shall be made for works estimated to cost Rs.20,000 or less till after the whole of work shall have been completed and certificate of completion given.

## 6. **Extension of Time of Contract**

- a. The contract can be extended further with the consent of both parties.
- b. The time allowed for execution of work as specified in the contract or the extended time in accordance with these conditions shall be the essence of the contract.
- c. If the work is delayed by
  - i) Force Majeure or
  - ii) Abnormally bad weather or
  - iii) Serious Loss or damage by fire or
  - iv) Civil Commotion, Local of workmen, strike or Lockout or
  - v) Delay on the part of other contractors executing a part of the work or
  - vi) Non availability of stores or
  - vii) Break down of Tools & Plants or
  - viii) Any other cause, which is beyond contractor's control.

## **CONTRACTOR TO KEEP THE SITE CLEAN**

### 7. **Taxes/Duties/Levies**

All Taxes other than service tax such as Sales Tax or any other tax or levies pertaining to materials and/or to work borne by the contractor and ICSSR accepts no responsibility whatsoever on any account. The contractor is to give VAT Number for making deduction as per rules applicable.

### 8. **Electricity and Water**

Electricity and Water required for bonafide use of this contract will be available to the contractor free of cost within the ICSSR.

### 9. **Damages to Existing Structures**

The contractor shall take all possible care not to disturb the existing structures and installations. Any damages done by the contractor shall be made good at his own cost and risk. In case of his failure, the Officer-Incharge shall get the same made good and deduct the amount spent from any amounts payable to the contractor or from his Security Deposit. The decision of Officer-Incharge shall be final and binding.



## 10. **Labour Regulations**

- a. The Contractor SHALL PROVIDE first Aid Facilities to the staff employed by him at the site of work.
- b. The Contractor shall abide by all the rules/regulations pertaining to Labour-Wages, welfare, safety and health etc. issued by State/Central Government from time to time without any liability on ICSSR.
- c. The Contractor is liable to pay minimum wages to the labour as per Minimum Wages Act and show proof thereof. If there is any statutory increase in minimum wages as notified by Delhi Govt. the same will be paid by the contractor and claim from the ICSSR.
- d. The contractor shall be responsible for any damage done to any property or injury to any person whatsoever caused by him or any body is his employment or caused in consequence of his work.
- e. He will indemnify the Council against claims, Demands, proceedings charges Cost charges and expenses whatsoever in respect of or in relation to any such injuries or damages.
- f. The Contractor shall obtain a valid licence under the contract labour (R&A) Act 1970 and contract Labour (R&A) Central Rules 1971 before the commencement of work. Any failure to fulfill this requirement shall attract the panel provisions.
- g. The Council shall have the right to deduct from the amount due to the contractor, any sum required for making good the loss suffered by a worker by reason of non-fulfillment of the conditions of the contract.
- h. The contractor shall comply with provisions of payment of wages Act 1936 Minimum Wages Act 1948, Employees liability Act 1938 workmen's compensation Act 1923, Industrial Dispute Act 1947, Maternity Benefits Act 1961, Contractors Labour (R&A) Act 1970 or the modifications there of any other laws relating there to and the rules made there under from time to time.
- i. The laws afore said shall be deemed to be a part of this contract and any breach thereof, shall be deemed to be a breach of this contract.

- j. The contractor shall at his own expenses arrange for the safety provisions as per CPWD safety codes framed from time to time and shall at his own expense provide for all facilities in connection there with.

#### **11. Fore Closure of Contract**

If at any time after acceptance of tender, the Council decides to abandon or reduce the scope of works for any reason what-so-ever and hence not require the whole or any part of the work to be carried out, the E/I shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter.

The contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage or professional loss which he might have derived from the execution of works in full, which he did not derive in consequence of fore closure of the whole or part contract.

The contractor shall be paid at contract rates full amount for works executed at site, and in addition, a reasonable amount as certified by the E/I for (1) preliminary site works (2) Building materials brought by the contractor (3) reasonable compensation for transfer of T&P from site to contractor's store (4) reasonable compensation for repatriation of Contractor's site staff.

#### **12. Cancellation of Contract in full or part**

If the contractor at any time makes default in proceeding with the works or any part of the work with due diligence and continues to do so even after a notice in writing of 7 days from the Officer-Incharge

Commits default to complying with any of the terms and conditions of the contract or assigns, transfer, sublets, then the Council may without prejudice to any other right or remedy to Govt., cancel the contract as a whole or only such items of work in default from the contract.

#### **13. Termination of Contract on death of Contractor**

- a. Without prejudice to any of the rights or remedies under this contract of the contractor dies, the Council shall have the option of terminating the contract without compensation to the contractor.

#### 14. **Resolution of Disputes**

- a. Except where otherwise provided in the contract all questions and disputes relating to the work awarded shall be referred to the sole arbitrator to be appointed by the **Member Secretary**, ICSSR for adjudication of disputes through Arbitration.
- b. The work under the contract shall, however, continue during Arbitration proceedings and payment due or payable to the Contractor shall be withheld on account of such proceedings unless the same forms a part of the dispute referred to arbitration.
- c. The venue of the arbitration shall be New Delhi.
- d. The provision of the Arbitration & Conciliation Act, 1996 and rules made there under shall be applicable.
- e. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amount claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection of claims by the Member Secretary, ICSSR.
- f. The Arbitration shall be conducted in accordance with provisions of Indian Arbitration Act 1940 or any statutory modifications or reenactment thereof and the rules made there under. If any fees are payable to the Arbitrator, shall be paid equally by both the parties.

## **Specifications for Maintenance of Horticulture Works**

### **A. UPKEEP OF LAWNS**

In a particular month of the year, old grass is to be scratched and the area shall be weeded out of all undesirable growth and entire grass shall be scrapped without damaging roots and upto particular levels of ground. Fresh soil mixed with river sand is to be used. Slight irregularities in surface shall be levelled out and the area shall be forked so as to aerate the roots of grass without however uprooting them. Specified quality and quantity of sludge/manure shall then be spread uniformly with wooden straight edge as directed by the Engineer in charge. The area shall then be sprinkled with water so as to facilitate proper integration of the manure/sludge with the soil and then flooded with water. The Contractor shall be responsible for watering, proper maintenance, and tending of lawns properly or till the grass forms a lawn fit for mowing.

Levelling of lawns is to be maintained by providing fresh soil of requisite quantity.

During the above operations, all undesirable growths shall be constantly weeded out and all rubbish be disposed off as directed. Chemical fertilizer is to be used as a special manure to control weeds and provide healthy pleasant surroundings and avoid foul smell.

### **B. PLANTS, CREEPERS, SHRUBS, HEDGES, ORNAMENTAL, TREES**

Digging holes for planting trees in ordinary soil including refilled earth after mixing with oil cakes, manure and watering profusely to Required dose of well decomposed manure and other fertilizers shall be given to all the plants. (Manure/fertilizers to be purchased by ICSSR).

### **D. MIXING OF GOOD EARTH AND SLUDGE/MANURE**

The stacked earth shall before mixing be broken down to particular of sizes not exceeding 6 mm in any direction. Good earth shall be thoroughly mixed with sludge/manure in specified proportion and the mix shall be spread in desired thickness.

**E. UPROOTING RANK VEGETATION AND WEEDS**

Initially, the area is to be dug up to a depth of 30 cm. Weeds and rank vegetation with roots removed there from by repeated forking clods if any shall be broken up to the size not more than 75 mm in any direction.

The area shall then be flooded with water and after 10 days if weeds determinate then the same shall be uprooted.

**F. SPRAYING**

All the plants near the buildings shall be washed daily to keep them clear. Insecticide spraying shall be done at intervals and cost there of shall be borne by Contractors.

**G. Hedging**

All hedges shall be aesthetically pruned and/or maitaintained at all times during the year for which nothing extra shall be payable

### TERMS & CONDITIONS FOR HORTICULTURE WORKS

1. The site of work is ICSSR Campus, Aruna Asaf Ali Marg and NASSDOC, 35, Feroz Shah Road, New Delhi.
2. All Tools and Plants, such as grass cutting machine lawn mowers water sprinklers, PVC water pipes, scissors, etc. to be arranged by the Contractor at their cost. **Payment shall not be made for Lawn Mower and other items as it will be covered in the rate quoted by agency.**
3. The Contractor shall employ sufficient gardeners as per requirement worked out with ICSSR officials daily who will work for 8 hrs a day. However as and when required, the Contractor shall depute extra manpower for any additional work connected with the maintenance. The malies are required to work for 5 to 6 days in a week as desired. **All attendances shall be monitored by Biometric machine for calculating payments.**
4. The ICSSR shall not provide any accommodation for Workmen. The ICSSR shall however provide space for keeping Tools and Implements to be used in maintenance work.
5. The Contractors shall report about the progress report with regard to maintenance works being done in the complex.
6. Necessary statutory deductions as applicable with regard to Income Tax, VAT Sales Tax etc. shall be made from bills. The payment to Contractors shall be inclusive of service charges as quoted and nothing extra is payable.
7. No labour below the age of eighteen years shall be employed on the work.
8. The Contractors have to satisfy all statutory and legal requirements and pay minimum wages to the malies and show proof thereof. Also other benefits to malies such as ESI, PF & Bonus as admissible under rules are to be given.
9. The Contractors shall keep the ICSSR **harmless and indemnified** against any claim or prosecution arising on account of failure of the Contractors to carry out the obligation under any Labour Laws/Rules/Regulations. Necessary Agreement is to be drawn on stamped paper by both the parties.
10. Initial contract period is 12 months and it can be extended if the ICSSR is satisfied with the work of the Contractors but with the consent of both the parties.

11. The contract can be terminated by any of the parties after giving one month notice. However, ICSSR reserves the right to terminate the contract without giving any notice in the event of failure on the part of the Contractors to perform satisfactory services and ICSSR shall not be responsible for any payment thereafter.
12. The Contractors on being notified by ICSSR shall immediately replace the mali not found up-to mark or found lacking in the discharge of his duties. The Contractors shall have to change or replace the mali as and when decided by ICSSR without assigning any reason, whether or not the worker is found guilty of any misconduct or not.
13. In the event of any dispute or differences that may arise at any time between the parties the same shall be referred to a mutually acceptable Sole Arbitrator as per Indian Arbitration Act. The Arbitrator is to be appointed by the Member Secretary, ICSSR and such an award shall be final and binding on both the parties.
14. In case of any necessity arises from any party to the Agreement, to have recourse to the Court of Law, then appropriate Court of Law at Delhi alone shall have jurisdiction.
15. The Tenderer must be professional Horticulturist and must have done works of such nature in Govt. organizations.
16. All cut down trees, uprooted trees, Branches shall be returned to the Council.
17. Water & Electricity required for the job shall be supplied by the Council free of cost.
18. Painting of flower pots with water proofing paint (supplied by ICSSR) shall be got done by the contractor free of cost and nothing is payable.

### Proforma towards Security Deposit

Ref. No. \_\_\_\_\_ Bank Guarantee No \_\_\_\_\_ Dated \_\_\_\_\_

To

The Administrative Officer  
 Indian Council of Social Science Research  
 Aruna Asaf Ali Marg  
 New Delhi – 110 067.

Dear Sirs,

1. In consideration of ICSSR \_\_\_\_\_ (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having entered into a contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the Contract' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and ICSSR having agreed that the Contractor shall furnish to ICSSR a performance guarantee for Indian Rupees..... for the faithful performance of the entire contract.
  
2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./- \_\_\_\_\_ (in figures) [Indian Rupees/- (in words) \_\_\_\_\_] without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by ICSSR on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by ICSSR in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.



3. The Bank also agrees that ICSSR at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that ICSSR may have in relation to the Contractor's liabilities.
4. The Bank further agrees that ICSSR 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 contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in ICSSR 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 ICSSR or any indulgence by ICSSR to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of ICSSR under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till ICSSR discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of ICSSR or that of the Contractor.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./ (in figures) \_\_\_\_\_ [Indian Rupees/- (in words) \_\_\_\_\_] and our guarantee shall remain in force until \_\_\_\_\_. In case of any extension of contract, Performance Guarantee will be suitably extended.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of ICSSR under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of ICSSR under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this..... day of ..... 2017 at .....

WITNESS NO. 1

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(Signature)  
Full name and official  
address (in legible letters)

-----  
(Signature)  
Full name and official  
address (in legible letters)

WITNESS NO. 2

-----  
(Signature)  
Full name and official  
address (in legible letters)

**FINANCIAL BID***(To be enclosed in a separate sealed envelope)*

**Name of Work: Regular Maintenance of Landscape, potted plants, trees, hedging, lawns, shrubs & other Horticulture works at ICSSR complex at Aruna Asaf Ali Marg & NASSDOC Library & Office building at 35, Feroze Shah Road, New Delhi**

**Total Bid Amount in Rs** .....

1. Name of the Tendering Company/Firms/Agency: \_\_\_\_\_.
2. Details of the Earnest Money deposit: D.D. /Pay Order No. \_\_\_\_\_  
Date \_\_\_\_\_ Amount of Rs. \_\_\_\_\_ Drawn on Bank  
\_\_\_\_\_.

**LABOUR**

**1. To determine the Lump Sum Rate of Workmen the following shall be included as per statutory provision of the Govt. labour laws and Existing/Anticipated tax regime.**

- a) Minimum Wages as applicable consisting of BASIC/ESI/EPF/Relieving Charges/Admn. Charges etc.
- b) Service Charges to be quoted within consolidated/L.S. amount by the tenderers. This may also include expected change/ increase in future (during the currency period of the contract) on a/c of various elements in (1) above and other liability under statutory provisions of GST and labour laws as circulated by Central/State Govt. from time to time **and** Employer's share towards EPF& ESI etc.
- c) The consolidated charge shall be the sum of the ( a)&(b) above which shall be quoted to determine the L.S. value the contract per month and per year as under:-

S.No.	Descriptions	Nos.	Consolidate Rate per Person Per Month in Rs	Total Amount Per Year in Rs.
1.	Unskilled	06 nos.	-*	*-
2.	Semiskilled	01 no.	-*	-*
3.	Skilled	-	-	-
*	To be filled by Bidder			Total ( 1c )= Rs.

**MATERIAL**

2.	a).	Organic Manure	-	400 Kg @Rs...../Kg
	b).	Fertilizer Chemical	-	50 Kg @Rs...../Kg
	c).	Earthen pots 10"	-	300 nos @ Rs...../-each
			Total (4) -	Rs.....
Total Value of the Bid: - Sum of (1c) + (2) above =				Rs.....
Total Quoted Value of the BID in words .....				

Note:

- 1) The consolidated rate under 1(c) above shall be all inclusive of other liabilities mentioned elsewhere in the tender documents and also the agency's Service Charges. Nothing extra shall be payable during the currency of the entire contract period including that extended period as per terms & conditions of the contract/ Agreement.
- 2) Copy of Proof of deposit of EPF& ESI with the concerned Authority shall have to be invariably submitted by the Agency along with the next R/A Bill failing which payment may be withheld at the discretion of the competent Authority.
- 3) The strength of workmen & quantity of materials given is only indicative any increase/ decrease in the number of Workmen/Materials shall not entitle the agency for any increase in the quoted rate.
- 4) The agency shall submit a break-up statement in r/o wage structure profile against consolidated/ lump sum rate as quoted above under 1(c) for reference & smooth governance of the contract as also in the case of materials.
- 5) Any other clarification if needed may be obtained from the office of the E&W (i/c) before submission of the tender.
- 6) The Decision of the Council with regard to selection of the Lowest Bidder shall be based on the considered assessment and shall be binding on the participating bidders.
- 7) Attendance of workers will be monitored by ICSSR for purpose of payment **through biometric attendance**. The payment in "Absent from Duty Cases "shall be calculated on Pro-Rata basis "as per prevailing practice.

**Sign. Of the Bidder**

**Full Name**.....  
**Address & Tel No**.....  
**E-mail Add.** .....