

NIScPR
Gen. Section

Dated : 29.10.2026



Sub : Comprehensive Annual Maintenance Contract (AMC) for Horticulture Works at CSIR- NIScPR at Pusa and S V Marg campuses, New Delhi

The approval of the Competent Authority for uploading tender on CPP portal has been obtained as per details given below :-

Sl. No.	Schedule of activities	Date and time (tentative)
1.	Publication on CPP Portal	29.10.2026 at 12:00 P.M.
2.	Bids may be downloaded from	29.10.2026 at 12:15 P.M.
3.	Bids may be submitted from	29.10.2026 at 12:35 P.M.
4.	Last date of Bid submission	21.11.2026 at 05:30 P.M.
5.	Opening of Teechnical Bid	23.11.2026 at 10.00 A.M.
6.	Opening of Financial bid	To be intimate later

Head, IT may kindly upload the above tender on NIScPR website.
The relevant document i.e. NIT is attached.

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Head, IT

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29.10.2026
29/10/2026

Ref
29/10



**NATIONAL INSTITUTE OF SCIENCE
COMMUNICATION AND POLICY
RESEARCH**



**Vigyan Sanchar Bhawan
Dr. K. S. Krishnan Marg, Near Pusa Gate
New Delhi – 110012 (India) and
Vigyan Soochna Bhawan
14, Satsang Vihar Marg, New Delhi - 110067
(www.niscpr.res.in)**

E-TENDER DOCUMENT

Name of work: - Comprehensive Annual Maintenance Contract (AMC) for Horticulture Works at CSIR- NISCPR at Pusa and S V Marg campuses, New Delhi



YEAR 2026



**NATIONAL INSTITUTE OF SCIENCE
COMMUNICATION AND POLICY
RESEARCH**



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Name of work: -“Comprehensive Annual Maintenance Contract (AMC) for Horticulture Works at CSIR- NIScPR at Pusa and S V Marg campuses, New Delhi”

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NATIONAL INSTITUTE OF SCIENCE COMMUNICATION AND

POLICY RESEARCH (NIScPR)

Pusa Campus: Dr. K S Krishnan Marg (Near Pusa Gate) New Delhi-110012

SVM Campus: 14, Satsang Vihar Marg, New Delhi - 110067

NOTICE INVITING TENDER

Item rate tenders in two cover (stage) system, are here by invited, online through e-tendering portal <http://etenders.gov.in>, for the work of **“Comprehensive Annual Maintenance Contract (AMC) for Horticulture Works at CSIR- NIScPR at Pusa and S V Marg campuses, New Delhi”** from the contractors having worked with CPWD, Railways, MES, Post & Telegraph Department State PWD'S, Semi-Govt. Organization, CSIR Laboratories and have successfully **carried out at least one or two or three similar works of 80% or 60% or 40% value** of the estimated cost amounting to not less than **Rs. 73.14 Lakh / 54.86 Lakh / 36.57 Lakh**, respectively within last Seven years ending last day of month previous to the one in which tenders are invited. **The tenderers are required to produce proof of fulfilling these conditions, satisfactory completion certificates along with GST registration and valid PAN card and others conditions as listed under documents to be uploaded in support of eligibility.**

1. Estimated cost of the work is **Rs. 91, 41,959/- (Ninety One lakh Forty One Thousand Nine Hundred Fifty Nine)** which is including manpower component on minimum wages, supplying of varies horticulture material on DSR Hort. & market rates and miscellaneous monthly expenses towards compliance of labor welfare, T&P at sites on market rates.
2. Time for carrying out the work **will be 24 months (May be extended for one year subject to performance satisfactorily) and the date of commencement shall be reckoned from the tenth day of issue of award letter. Rates quoted shall remain valid throughout the contract period.**
3. Tender fee (non-refundable) Rs.500/- (Rs. Five hundred Only) and Earnest Money deposit Rs.1,83,000/- (Rs. One Lakh Eighty Three Thousand Only) are to be deposited through RTGS/NEFT in favor of Director, NIScPR (Canara Bank, Pusa, Delhi A/c No 110003874485 IFSC Code: CNRB0019100) However, firms seeking relaxation in EMD needs to submit the proof of their enlistment in the required category failing which Tender will be considered without EMD and will be rejected straightaway without any further communication
4. The entire bid document contains the following:
 - A. Document related to eligibility criteria (cover-1)**
 - B. Financial Bid, complete tender documents (Cover-2)**

Documents to be uploaded in support of eligibility:

4 (A) Cover –I (TECHNICAL BID)

Technical Details should be provided in the prescribed format i.e. Annexure “A, B” which should inter alia contain the following:

- a). **Receipt of deposit of ‘EMD’.** Micro, Small and Medium Enterprises (MSEs) as defined in the MSE Procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSEs) and Startup will be exempt from submission of the EMD. However, the MSME bidder has to enclosed the documentary proof of its MSE/Startup status.
- b). **Experience certificates of similar works completed as per NIT,** the completion certificate should contain all necessary information including date of start, completion amount and scope of work etc. “Similar work” means execution of housekeeping along with housekeeping works. The work “**completion certificate**” should mention the details of work executed, date of commencement and date of successfully completion of the work. However, relaxation in the eligibility criteria relating to prior experience shall be admissible to eligible Startups and Micro & Small Enterprises (MSEs), wherever applicable, in accordance with the applicable Government of India instructions, including the letter dated 08.11.2016, subject to the terms and conditions prescribed therein.
- c). The tenderer must have **average annual financial turnover** during the last 3 years ending 31st March of the previous financial year not less than **Rs. 2,00,00000/- (Rs. Two crore inclusive of GST)** which shall be duly certified by a Chartered Accountant. The firm must have minimum **15 plus workforce** as on date. However, relaxation in the eligibility criteria relating to prior turnover shall be admissible to eligible Startups and Micro & Small Enterprises (MSEs), wherever applicable, in accordance with the applicable Government of India instructions, including the letter dated 08.11.2016, subject to the terms and conditions prescribed therein.
- d). Copy of GST and PAN registration number of the firm.
- e) . An affidavit duly certified by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been black listed or changed the name of the firm. The persons deployed for work should not be involved in any police case should be pending against them. Further, no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that has never been punished by any Hon’ble Court.
- f). Names/address of two persons who can vouch for the credentials of the contractor and stand surety.
- g). The tenderer shall submit the information regarding his firm in the format enclosed as Annexure ‘A’ & ‘B’ as part of technical bid along with terms & conditions (duly signed) for the subject work.
- h) The copy of E.P.F. /E.S.I.C Registration number as per the rules to contribute to E.P.F./E.S.I.C.
- i) A copy of labor license issued by the concern authority
- j) Affidavit / undertaking as per Annexure ‘C’.
- k) The agency shall produced a solvency certificate of value of Rs. 20,00000/- (Rupees twenty lacs only) from a Nationalized/Schedule Bank.
- l) The bidder/service provider must have an office in Delhi-NCR (Proof may be attached)
- m) The original documents should be produced for verification at any stage of tender process as and when sought for, failing which, the bids are liable for disqualification.

4 (B) Cover – II (FINANCIAL-BID)

4.1 Price bid should be uploaded in the BOQ format enclosed with tender at **PRICE-BID Part II** separately.

NOTE: Agencies/ bidders have to quote their rates/charges as per the financial bids, for the following:

- (a) The component of Minimum wages shall be constant for all the bidders as per prevalent minimum wages and shall be consider to evaluate during financial bid.
- (b) Providing & supplying quality material throughout the contract period as per SOQ inclusive of all taxes, transportations loading, unloading complete.
- (c) **Misc annual expenses as SOQ must include all Miscellaneous Expenses towards: -** Compliance of work contract clauses like i.e. Providing two set of dress for each worker with one additional full sleeves jersey for winter and one pair of safety shoes of good quality of material to sustain during AMC period on annual basis, Providing of necessary Tool & plants (like rickshaws, spades, gainti, daw, spray pumps, garden sprinkler buckets type, rakes, khasias, khurpis, hedge shears, scissors, cutters, hatchets, garden saws etc.) at both campuses, for work upkeep and Maintenance/Repair of Departmental lawn mowers for day to day operations and other compliance as mentioned in tender

4.2 Bidders may kindly note (advisory):-

- (a) The wages shall be paid as per the Minimum Wages declared by govt./state govt. notification from time to time. All the statutory charges like EPF, ESIC, Bonus, GST, etc. will be paid compulsorily as per the respective rates prescribed by the Competent Authority from time to time. The minimum wages for all the bidders shall remain constant at time of bidding and shall be revised from time to time as per govt notification during the contract period.
 - (b) **The misc. annual expenses must include all charges towards compliance of all relevant contract clauses, necessary execution of listed works, T&P arrangements, etc. as nothing extra would be paid separately for the listed work under NIT.**
 - (c) In a situation of having more than one L-1 bidder, the agency having requisite experience of successfully completion of more value of work shall be preferred. Director, NIScPR reserves the right to reject any or all the tender in part or full without assigning any reason.
 - (d) Tender / financial bids of the bidders will be rejected, if, it is found that the bidder has quoted the unreasonable / unrealistic material rates and lesser service charges as per minimum prescribed limits to become L1
5. The entire document uploaded by the eligible agencies, shall be opened in two stages, in the presence of tenderers or their representatives if any.

Stage 1: Documents related to eligibility criteria will be opened by TOC on specified date and time. The bidders shall be qualified after scrutiny of the credentials submitted by the tenderers. All documents scanned & uploaded by the agency, should be clearly visible. If any of the above documents is found missing/not clear in reading or non-satisfactory, the tender shall be rejected. No further clarification shall be sought from

the tenderer. The decision of T.O.C. shall be final. Financial bid of such agencies shall not be opened.

Stage 2: Financial bids shall be opened only of qualified bidders on notified date and time. In envelop-II the bidders should upload the complete tender document including BOQ carefully. In case any documents (original tender document & BOQ) is found tempered / incomplete / missing / unreadable etc., the tender shall be rejected. No further clarification shall be sought from the tenderer. The decision of T.O.C. shall be final. Financial bid of such agencies shall not be considered. The T.O.C. will check firstly appropriateness of tender document folder. If it is found satisfactory then only the committee will open the BOQ folder.

The notification shall be available on the website.

The critical dates are as follows:

Sl. No.	Schedule of activities	Date and time
1	Publish date on CPP Portal	(As per NIT)
2	Bid document downloaded date	
3	Bid submission start date	
4	Bid submission end date	
5	Prequel. Bid opening date (cover-I)	
6	Financial bid opening date (Cover-II)	

6. The certified copies of all credential related to eligibility criteria are to be submitted by the lowest bidder within a week of opening of financial bid (which has been uploaded for tender). In case the lowest bidder fails to submit the said document, the tender may be rejected without any notice.
7. The instructions for the submission of e-tender are available on the CPP portal i.e., <http://etenders.gov.in> under the instruction for online bid submission. All the intending tenders are requested to go through the instructions before entering into the process of e-tendering.
8. The tendered are advised to go through website to see corrigendum/addendum, if any for detail please log on www.niscpr.res.in or <http://etenders.gov.in>
9. The Employer does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
10. Canvassing in connection with the tenders is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
11. The tenderer shall not be permitted to tender for works in the concerned unit of NIScPR in which a relative is posted in the grade between controller of

Administration and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are relatives as mentioned above.

Note:- A person shall be deemed to be a relative of another if, and only if (a) they are members of a Hindu undivided family; or (b) they are Husband and Wife; or (c) the one is related to the other in the following manner: Father, Mother (including step mother), Son (including step son), Son's Wife, Daughter (including step Daughter), Father's Father, Son's Son, Son's Son's Wife, Son's Daughter, Son's Daughter Husband, Daughter's Husband, Daughter's Son, Daughter's Son's Wife, Daughter's Daughter, Daughter's Daughter's Husband, Brother (including step Brother), Brother's Wife, Sister(including step sister), Sister's Husband.

12. Tender submitted shall remain valid for 75 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 75 days from the date of opening shall be by mutual consent.
13. Before tendering, the tenderer shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of ground, working condition of site and locality including stacking of materials, installations of tools and plants etc., conditions affecting accommodations and movement of labor etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.
14. Earnest money will be fully forfeited if the contractor fails to commence the work as per letter of award.
15. Except writing rates and amount the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate, the same should be brought out separately in the covering letter and submitted along with the tender.
16. The successful tenderer will be required, to furnish performance guarantee cum security deposit by way of Fixed Deposit Receipt (FDR)/Bank-Guarantee @ 10% of the total value of contract from a nationalized Bank in favor of "The Director, NIScPR", payable at New Delhi valid for 15 months. Bank Guarantee/FDR will be required to be furnished within two weeks from the date of award of contract, failing which the work award order may be cancelled.
17. ONE BID FOR BIDDER: - Each bidder shall submit only one tender either by himself as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.
18. The bidder is required to provide Horticulture services at the two campuses of CSIR-NIScPR at new Delhi and is advised to visit and acquaint himself/them with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the CSIR-NIScPR campuses

and is aware of the operational conditions prior to the submission of the tender documents. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.

19. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the COA, CSIR-NIScPR @ coa@niscpr.res.in before submitting his bid and such clarification, along with all details will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the CSIR-NIScPR shall be carried out in writing.
20. Bids of the firms having blemish record of not completing the work within the stipulated/extended time period or have been imposed with “compensation for delay” during various work/works execution at CSIR-NIScPR in past shall be summarily be rejected and shall not be consider for technical evaluation.

(Controller of Administration)

GENERAL INSTRUCTIONS

1. The Bidders are advised to visit the site of works to apprise themselves about the existing condition. This will enable them to quote for the work taking all the terms & conditions with consideration.
2. No material will be supplied by the department. Contractor has to arrange all the material and T&P for completion of the work. Selection of material to be used in the work will rest with the employer.
3. The contractor shall have to dispose off all horticulture rubbish (broken pot, small branches of trees or dead leaves waste etc) accumulated during work, suitably outside the campus at its own cost.
4. The work is to be carried out in running office, the contractor should plan the execution in such a way that working of office is not disturbed.
5. Any damages incurred during work execution shall be rectified by the contractor at his own cost.
6. Payment Terms:
 - i) The payment to the firm shall be made on Monthly basis, subject to satisfactory performance and completion of works as per listed scope of work.
 - ii) If performance is not found satisfactory, part payment in the form of penalty shall as per the discretion of employer shall be imposed and if un-satisfactory performance is continued then contract is liable to be terminated.
7. Mode of Payment: The relevant details of bank account may be furnished for Electronic Clearance System (ECS). The beneficiary is requested to either provide the Photostat copy of cancelled cheque or to take attestation from concerned bank, as a documentary support.
 - i) Bank account no. branch name & complete address of the bank.
 - ii) digit IFSC (Indian Financial System Code) of the bank.
 - iii) 9 digit MICR (Magnetic ink Characters Recognition) code of the bank.
 - vi) PAN no. & TAN no. in the name of firm.
 - v) Phone no./mobile no/ and e-mail address of the bank.
8. Necessary recoveries (as applicable) will be deducted from the bill.
9. Three-month notice will be given by either party for termination of the contract during the tenure of contract for breach of clause or otherwise.
10. Corrupt or Fraudulent Practices:
 - i) Bidders & Suppliers shall observe the highest standard of ethics during the procurement and execution of the contract.
 - ii) NIScPR will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - iii) NIScPR will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

DETAILED SCOPE OF WORK

Introduction

The National Institute of Science Communication and Policy Research (NIScPR), is a constituent unit of Council of Scientific & Industrial Research (CSIR). NIScPR is situated at two campuses:

(1) Dr. K.S. Krishnan Marg, New Delhi-110012, Pusa Campus (near Pusa Gate),

(2) 14-Satsang Vihar Marg, Qutub Institutional Area, New Delhi-110067.

The NIScPR Pusa campus has seven developed lawns, which are spread over, in an area of about 10,000 Sq.m. with about 550 trees and shrubs. This campus is also having a nursery in which about 1500 potted plants are maintained.

The Satsang Vihar Marg is also having three developed lawns, which are spread over in an area of about 5500 Sq.m. with about 300 trees and shrubs. This campus is also having a nursery in which about 600 potted plants are maintained.

Scope of the Work:

The contractor shall provide the following horticultural services for maintenance of lawns, hedges, trees, shrubs, nursery, potted plants, etc. at both the campuses of NIScPR.

Details of work to be carried out by the contractor

1. Maintenance of about 15,500 Sq m Lawn area.

The maintenance of lawns includes, weeding, trimming and pruning of grass by mowing of grass cutting machines, top dressing, checking of grass, using of manure, fertilizers, spraying of insecticides, pesticides, fungicides, weedicides and watering etc. throughout the contract period and other works related to horticulture as per needs from time to time.

2. Maintenance of Nursery

The maintenance of nursery and potted plants by doing all horticultural operations like weeding, hoeing, watering, mixing of manure and fertilizer including application of plant tool, spraying of insecticides, pesticides, fungicides, etc and preparation of seedlings by sowing of seeds, bulbs, rhizomes, cuttings, grafting, layering, gootying, etc and plantation of seedlings in pots and shifting of potted plants as and when required during meetings, seminars, visits of VIPs etc. or as per directions of the Director, NIScPR, or his nominee.

3. Maintenance of trees, shrubs and creepers

The maintenance of trees, shrubs and creepers, by manuring, watering, hoeing, pruning and trimming, replacement of old dead plants by new ones and to ensure enough supply of air and water. Circular kiaries around the tree trunks are to be prepared.

4. Designing, preparation and maintenances of flower beds

Flower beds of seasonal annual flowering plants at different locations in the lawns of the campus are to be maintained. In between these flower beds (Kiaries) perennials or shrubs are to be sown or planted and maintained.

5. Maintenance of edges & hedges

The maintenance of edges & hedges, includes their watering, hoeing of channels, pruning and trimming and replacing old and dead plants by planting the new saplings.

6. Arranging of flower vase:

The contractor has to procure from outside and has to make arrangement for the fresh flower'scuttings (preferably twice a week or as per requirement) for the flower vases kept at reception, Director's room, Director's Office, committee room (s) and other rooms of HoD's at both the locations as per direction by Horticulture in-charge (officer designated by Director CSIR-NIScPR).

7. Manpower Required: The contractor shall provide and arrange adequate manpower as under for routine execution of maintenance works:

S.N	Manpower required	PUSA Campus	SVM Campus	Experience
1	Field Supervisor (Skilled Graduate & above)	01 (ONE)		Degree in Horticulture / floriculture or equivalent and preferably two year experience in landscape maintenance and developments works (Highly skilled)
2	Mallis (Semi-Skilled)	Five 05	Three 03	Persons must have at least two years of experience of performing horticulture & maintenance works including having experience of operating lawn mowers.

The supervisor engaged by the contractor must be experienced and should have minimum literacy level as specified above. The supervisor must be trained enough for getting the proper execution of all the maintenance activities / works of two campuses from the deployed workers (mali) and shall be responsible for maintaining various records and reports. The agency shall make their own arrangement for movement of supervisor from one campus to other as and when needed. The supervisor shall report to Horticulture-in-charge of CSIR NIScPR for day-to-day works.

8. List of seasonal flowers / plants seeds required

Rainy seasonal	Winter seasonal	Summer seasonal
Dianthus chinensis	Candytuft /Golbe Candytuft	Goillardia F-1(hybrid, fineast)
Verbena quartz	Unique roses	Gomphrena(globe, purple, haageana)
Calendulla bon bon	Butterfly orchid	Celosia pulmosa
Marigold F-2	Bird paradise	Balsam
Balsamine rose flower	Rose (black, blue, green, purple)	Cosmos bright light
Aster formula mix	Tulip	Cineria
Larkspur imperial	Wonderful winter	Aster

Osterspermu	Magical marigold	Gerbera micro
Dianthus barbatus	Petunia glorius double	Celosa
Dahlia figaro	Begonia semperflorenes	Sunflower large bloom
Bird of paradise	Hollyhock Malva	Sunflower sungold
Celosia cockscomb	Pansy F 1(yellow, purple, white)	Zinnia F1 elegans(orange, purple)
Carnation giant chabaud	Nemesia carnival	Zinnia F1 elegans(pink,red,whiteetc)
Hollyhock F-1dwarf	Merigold F1 inca(yellow,orange)	Zinnia liliput
Dianthus baby doll	Salvia (white, blue, hybrid)	Vinca F1 nana(pink,rose,whiteetc)
Salvia bon fire	Shirley poppy	Forever vincas
Gazania sun shine	Petunia (violet, white)	Attractive zinnias
Marigold nonapatula	Lupin pinie, Calendula bon bon	Bulbs,Corns,Rhizomes
Bellis perensis	Sunflower sungold	Foot ball lily
Celosia pulmosa	Marigold(rodeo,French,perfection)	Caladium
Gomphrena	Marigold F-2 (yellow, orange)	Amarallis
Marigold rodeo royal	Petunia ultra star	Zinger lily
Marigold french royal	Gerbera micro mini	Zephyranthus lily
Marigold perfection royal	Gaillardia F1 (finest, hybrid)	Primula
Sun flower large bloom	Kocheia burning bush	Gladiolus bulbs
Rainbow rose	Marigold F1vanilla	Gloriosa superba
Rose (black, green, purple)	Daisy / Bellis perensis	Crinum lily
Unique roses	Gazania sun shine	Spider lily
Adenium	Hollyhock F1 / Ageratum F1 hawaii	Narcissus / Geranium / Gerbera

9. The services of workers will be required for 6 days a week basis from 8.30AM to 5.00 PM however, they may get off on national holidays (three per annum) and gazetted holidays (selective). The contractor will also provide the services after office hours and on Sundays as and when required.
10. For absentee of more than 15 days, contractor shall provide adequate replacement. Non providing of replacement shall attract penalty equal to twice of minimum wage amount, which shall be recovered from the monthly bill.
11. Contractor may use departmental lawn mowers for maintenance purpose. However, he has to ensure their proper working during the contract period and shall hand over the same in proper working condition after the expiry of the contract. Necessary maintenance charges for upkeep of lawn mowers shall be borne by the contractor at his own cost during the contract period. However in case of gap period of awarding the work to another agency and in case of non-working of machine, the necessary maintenance charges to borne by the department.
12. All the tools and implements such as spades, gati, daw, spray pump, garden sprinkler buckets type, rakes, khasia, khurpis, hedge shears, scissor, cutters, hatchets, garden saw, hand carts (Rahadi), ladders, electrical wires and diesel / petrol /engine oil for lawnmowers etc. required during the day-to-day operation of horticulture work shall have to be arranged by the contractor.
13. Provision of greenhouse shelter needs to be created and maintained by the contractor for the safety of plants.

14. Safety belts and other safety measures including stairs etc. during pruning of tree branches at especially at heights have to be ensured and arranged by the contractor. Any mis-happening in the event of pruning of tree branches at heights shall be avoided and shall be the sole responsibility of the contractor.
15. Sign plates displaying trees and plants 'botanical and common names' in Hindi & English have to be managed by supervisor and the same are to be properly displayed suitably by the contractor at prominent places as per direction of horticulture in-charge.
16. Adequate PVC fencing has to be fixed along with the necessary support system as and where required for the safety of hedges at suitable locations.
17. Medicinal plants to be procured and provided in consultation with in-charge horticulture.
18. The Seasonal seed etc. & other items shall be procured well before the start of season or otherwise required quantity of plants shall have to be provided by the contractor at his own cost. In case of non-breeding of flowers / plants from the seeds as provided for the seasonal flowers etc, the necessary quantities of flowers / plants have to be arranged by the contractor.
19. Proper record for material consumption shall be maintained by the supervisor at site which shall be produce by his representative at site as and when required by NIScPR.
20. In failure to provide the necessary materials at site, NIScPR may arrange the required materials at contractor risk and cost which shall attract a penalty of 10% of monthly bill amount in addition to the cost of the materials which shall be recovered from the monthly bill.
21. Regular painting work over pots (Earthen/Cemented) and Tree trunks shall be carried out through the deployed staff under the contract. Cost of painting material as brought at site shall be released from NIScPR. Necessary tools and small materials like brushes, dhoti etc. shall be arranged by the contractor at his quoted rate for the work execution.
22. During hot summer situation, when DJB water supply hit at shut down, the required arrangement for water tanks at site is to be arranged by the agency for maintenance purpose as per quoted rates.
23. Non-compliance of the works shall attract deductions of amount form the contractor's monthly bill. In case of non-execution of the works as required the same shall be got done by the department at contractor's risk and cost from open market and the amount so incurred for the work shall be recovered from the contractor's monthly bill. In addition this shall attract a penalty of up to 10% of monthly bill amount which shall be recovered from the monthly bill.

GENERAL CONDITIONS OF CONTRACT

1. The persons deployed by the contractor for the services shall be the employees of the

contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR shall accrue/arise implicitly or explicitly.

2. On taking over the responsibility of the work assigned the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Director of the Lab./Instt. or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Director of the Lab./Instt. for further streamlining their system. The contractor shall further be bound by and carry out the directions/instruction given to him by the Director of the Lab./Instt. or the officer designated by the Director in this respect from time to time.
3. Director of the Lab./Instt. or any person authorized by the Director shall be at liberty to carry out surprise check on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
4. In case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Lab. Instt / CSIR in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director of the Lab./Instt/CSIR in case of any of the aforesaid acts on the part of the said person.
5. The bidder should not write any conditions or make any changes, addition, alterations and modifications in the printed form of tender document, falling which the bidder will be treated as disqualified.

6. CONTRACTOR'S OBLIGATIONS

6.1 The Contractor shall carefully and diligently perform the work assigned to him as mentioned, as deemed fit by him in consultation with the Lab.

6.2 For performing the assigned work, the Contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in the performance of their duties.

6.3 The Contractor shall submit details, such as names, parentage, residential address, age, etc., of the persons deployed by him in the premises of the Lab./Instt./CSIR. For the purpose of proper identification of the employees of the Contractor deployed for the work, he shall issue identity cards bearing their photographs/identification, etc., and such employees shall display their identity cards at the time of duty.

6.4 The Contractor shall be liable for payment of wages and all other dues which the employees are entitled to receive under the various labour laws and other statutory provisions.

6.5 The Contractor shall, at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR and shall comply with the statutory provisions of the Contract Labour (Regulation & Abolition) Act, 1970, Employees' State Insurance Act, Workmen's Compensation Act, 1923, Payment of Wages Act, 1936, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of

Children Act, 1938, Maternity Benefit Act, and any other rules, regulations and/or statutes that may be applicable.

6.6 The Contractor undertakes not to charge any money/fees/deductions in whatever manner, name or form, or take any monetary/non-monetary consideration, or make any unlawful deductions from the compensation/salary of the manpower/employees/resources engaged by it and deployed at CSIR-NIScPR sites. The Contractor further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance with the aforesaid undertaking will be treated as a material breach of the contract, in which case the Employer shall have the right to take appropriate independent action, including termination of the contract.

6.7 The Contractor shall be solely responsible for any violation of the provisions of labour laws or any other statutory provisions and shall keep CSIR indemnified against all acts of omission, faults, breaches and/or any claim, demand, loss, injury and expense arising out of non-compliance with the aforesaid statutory provisions. In the event of the Contractor's failure to fulfil any obligations hereunder and/or under the said Acts, rules, regulations, bye-laws or rules framed thereunder, CSIR shall be entitled to recover any such claims, demands, losses or expenses from the Contractor's monthly payments.

6.8 The Contractor shall be required to maintain a permanent attendance register/roll within the building premises, which shall be open for inspection and checking by the authorised officers of CSIR/Lab./Instt.

6.9 The Contractor shall make payment of wages, etc., to the persons deployed through RTGS/online transfer and shall, on demand, furnish copies of the wage register/muster roll, etc., to the Lab./Instt. as proof of payment of all dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he fulfils his commitments towards the employees deployed by him under various laws, having regard to the duties of CSIR in this respect under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with, or cause to be complied with, the labour regulations from time to time regarding payment of wages, wage periods, deductions from wages, recovery of unpaid wages and unauthorised deductions, maintenance of wage books and wage slips, publication of wage scales and terms of employment, inspection, and submission of periodical returns.

6.10 The Contractor shall submit proof of having deposited the ESI and EPF contributions in respect of the persons deployed at CSIR Lab./Instt. in their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount towards ESI and EPF contributions shall be withheld until submission of the required documents.

6.11 The Contractor shall take all reasonable precautions to prevent any unlawful riot, disorderly conduct or acts by the employees deployed by him and shall ensure the preservation of peace and protection of persons and property of CSIR.

6.12 The Contractor shall deploy his personnel in such a manner that they receive weekly rest. The working hours and leave arrangements for the work undertaken shall not violate the relevant provisions of the Shops and Establishments Act. The Contractor shall, in all dealings with persons in his employment, have due regard to all recognised festivals, days of rest, and religious or other customs. In the event of the Contractor committing a default or breach of any provisions of the labour laws, including the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, as amended from time to time, or furnishing any information or submitting or filing any statement under the provisions of the said regulations and rules that is materially incorrect, he shall, without prejudice to any

other liability, pay to the Director of the Lab./Instt. such sum as may be claimed by the Lab./Instt./CSIR.

6.13 The Contractor shall remove all workers deployed by him from the premises of the Lab./Instt. upon termination or expiry of the contract and shall ensure that no such person creates any disruption, hindrance or problem of any nature in the Lab./Instt., either explicitly or implicitly.

6.14 The security money deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance by the Contractor and/or any loss or damage sustained by the Institute on account of the failure or negligence of the workers deployed by him, or in the event of a breach of the Agreement by the Contractor.

6.15 The security deposit shall be refunded to the Contractor within one month of the expiry of the contract, subject to satisfactory performance of the contract.

6.16 The Contractor shall keep CSIR indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters into a dispute of any nature whatsoever, it shall be the primary responsibility of the Contractor to contest the same. In case CSIR is made a party and is required to contest the case, the Contractor shall reimburse CSIR for the actual expenses incurred towards counsel fees and other expenses. Such expenses shall be paid in advance by the Contractor to CSIR on demand. Further, the Contractor shall ensure that no financial or other liability of any nature whatsoever arises for CSIR in this respect and shall keep CSIR indemnified accordingly.

6.17 The Contractor shall further keep CSIR indemnified against any loss to CSIR property and assets. CSIR shall also have the right to adjust and/or deduct any of the aforesaid amounts from the payments due to the Contractor under this contract.

6.18 The rates quoted by the Contractor shall include all taxes towards GST, purchase tax, turnover tax, duties, octroi, toll tax, royalties and all other taxes in respect of the contract. The Employer shall not entertain any claim whatsoever in this respect.

6.19 The Contractor shall maintain the necessary books of accounts and other documents for the purpose of this condition, as may be necessary, and shall allow inspection of the same by a duly authorised representative of the Employer. The Contractor shall further furnish such other information and documents as the Employer may require.

6.20 The Contractor shall, within a period of thirty days of the imposition of any further tax or levy pursuant to the Constitution (Forty-Sixth Amendment) Act, 1982, give written notice thereof to the Employer, stating that the notice is being given pursuant to this condition, together with all necessary information relating thereto.

7. CSIR'S OBLIGATIONS

7.1 In consideration of the services rendered by the Contractor as stated above, he shall be paid a lump sum on monthly basis. Such payment shall be made by the 10th day of the month on the basis of the bills raised by the Contractor and duly certified by the officer designated by Lab./Instt./ in this regard.

7.2 CSIR/Lab./Instt. shall reimburse the amount of, if any paid by the Contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the Contractor.

- 7.3 The payment on account of enhancement / escalation charges of revision in wages by the appropriate Govt. from time to time shall be payable by CSIR to the contractor.

8. PENALTIES /LIABILITIES

- 8.1 The Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.
- 8.2 If the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director of Lab in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.
- 8.3 For non supply of horticulture consumables/items in the scope of work, the amount shall be deducted as per the market rates for the particular item.
- 8.4 Non-compliance of the works as listed and required vide scope of work, special condition etc. shall attract deductions of amount form the contractor's monthly bill. In case of non-execution of the works as required the same shall be got done by the department at contractor's risk and cost from open market and the amount so incurred for the work shall be recovered from the contractor's monthly bill.

9. COMMENCEMENT ANDTERMINATION

- 9.1 That this agreement shall come into force w.e.f..... and shall remain in force for a period of two years or till award of fresh contract whichever is earlier. This agreement may be extended on the basis of satisfactory performance by the contractor for another one year on the same rates, terms & conditions of the agreement with the consent of the Contractor, in case fresh tender is not finalized during three months period.
- 9.2 That this agreement may be terminated on any of the following contingencies: -
- i. On the expiry of the contract period as stated above
 - ii. By giving one month's notice by CSIR on account of:
 - a. Committing breach by the Contractor of any of the terms and conditions of this agreement.
 - b. Assigning the contract or any part thereof to any sub contractor by the Contractor without written permission of theLab./Instt.
 - c. On Contractor being declared insolvent by competent Court of Law. During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.
- 9.3 If the contractor wishes to surrender the contract during contract period, he will have to give prior notice of three months.
- 9.4 If the Contractor breaches any clause of this Agreement and the contract is terminated by the CSIR-NIScPR, the Performance Bank Guarantee/Security Deposit shall be forfeited.

10. ARBITRATION

- (i) In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to the Delhi International Arbitration Center for appointment of Arbitrator to adjudicate the dispute.
- (ii) The award of the arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.
- (iii) Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- (iv) Any difference/dispute arising out of the agreement shall be referred to Delhi International arbitration centre (DIAC), Delhi High Court, New Delhi.
- (v) That the work order and the rates quoted by the firm shall form part of this agreement.

SPECIAL CONDITIONS

1. Persons engaged by the contractor for work should not cause any obstruction to the office work. They should be cordial, polite and well behaved. All the employee of the contractor shall wear identification card whenever on duty in the premises.
2. The contractor shall furnish necessary certificate about police verification of character and antecedents of all the personnel to be engaged for horticultural work duty. He will also provide a complete list of the persons to be deployed in this office including their names, father's name, local address and permanent home address to NIScPR. Any changes in the list will be immediately informed subsequently with all the above details.
3. Two sets of uniform + Identity card + 1 pair of safety shoes (required during rainy or during spray of manure and khad etc) will be given on annual basis to all the workers within 15 days of award of work and it will be replaced as and when required. No workman will be allowed to enter NIScPR premises without uniform & identity card issued by the contractor. The contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output. The personnel so deployed should be in a proper and neat and clean well-dressed uniform. The choice of colour of the uniform will be decided in consultation with NIScPR. Noncompliance of uniform shall attract penalty @ Rs 100/-each occasion which shall be recovered from the monthly bill.
4. Complaints received from the office staff or observation of deterioration in the standards will be viewed seriously and may lead to subject to termination of contract.
5. Sufficient number of workers (as per scope of work) must be always available for carrying out day to day horticulture work as mentioned in scope of work. The contractor shall be responsible to engage required number of fully trained and adequately experienced person.
6. The rates mentioned in the tender are for the duration of one year from the date of commencement of work. Variation in price during the contract period is not acceptable.
7. The contractor will not sublet the contract. He will appoint well behaved, responsible and experienced malis for proper work execution and to coordinate with the officer concerned in day to day work.
8. The contractor will pay rate and wages and observe hours of work and condition of employment as per applicable act and rules. It shall be the responsibility of contractor to ensure that he pays his employee's wages before 7th day of each month, which are not less than minimum wages prescribed by the union govt. / state govt. in Delhi and / or required under the contract labor act. The contractor shall make payment in the presence of an authorized representative of the council.
9. The contractor shall abide by all applicable laws including all labor laws and welfare laws ESI, EPF, Bonus, Income tax, Service tax or any other tax levied by govt., and shall adopt all required

welfare measures for the contractor employee and discharge all other obligations concerning thereto. The contractor shall furnish adequate proof to NIScPR in this regard.

10. The workers of the contractor should not below the age of 18 years and above the age of 55 years as on the date of contract is effective Contractor will have to submit age proof of all their workers, if asked. The contractor would be bound to replace such worker(s) whose conduct and services are not found satisfactory by the NIScPR or authorised representative.
11. All the workers of the contractor will report duty at a fixed point to be decided by the office and their attendance in terms of numbers of workers will be marked and recorded in contractor attendance register, which will be open for inspection and check by the horticulture-in-charge or the officer deputed by the office. Appropriate record in reference to above shall be maintained by the contractor at his own cost.
12. NIScPR reserve the right to ask the contractor to remove any contractor employee deployed by the contractor without assigning any reason / notice therefore.
13. The department will provide unfiltered tube well water & electricity on working sites free of cost for maintenance work and to upkeep the green area well maintained.
14. In the event of any dispute arising in this regard or in respect of any matter concerning the services during the covering of this contract or thereafter the decision of the Director, NIScPR, New Delhi shall be final and binding on both the parties. The jurisdiction of the court of Delhi shall be applicable.
15. That the contractor shall keep the CSIR indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractors deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case CSIR is made party and is supposed to contest the case the CSIR will be reimbursed for the actual expenses incurred towards counsel fee and other expenses which shall be paid in advance by the contractor to CSIR on demand. Further the contractor shall ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.
16. It is contractor liability to make the payment leaves as applicable as per labour laws to the labour as well as leaves as applicable as per Labour Laws.

Annexure A

**CHECK LIST OF DOCUMENTS REQUIRED FOR QUALIFICATION FOR PROVIDING
HORTICULTURE& ALLIED SERVICES**

S.No.	Documents to be attached	Page No.
1.	EMDdetails	
2.	Name, address of firm/Agency with Telephone/Mobile Numbers and e-mail to inform them regarding opening of price bid etc.	
3.	Self attested copies of registration under Private Horticulture& Allied services Agencies (Regulation)Act2005/ empanelment with Director General of Resettlement.	
4.	Authorized person of the firm/agency etc. with local (delhi & NCR) name & designation and office address telephone/Mobile Number	
5.	Incase of joint venture /consortium/Co-operative Society, Photo copy of Memorandum of Understanding/Bye Laws etc.	
6.	Self-attested Copy of valid CHARACTER AND ANTECEDENT CERTIFICATE of Contractor issued by District Magistrate/Competent Authority	
7.	Photocopy of last three financial years Income Tax Returns	
8.	Self attested photo copy of GST Registration Number	
9.	Self attested photocopy of valid EPF Registration number	
10.	Self attested photocopy of valid ESIC Registration Number	
11.	Self attested copy of Electronic Challan cum Returns (ECR)	
12.	Self attested photocopy of valid Contract Labour License under Contract Labour (R&A)Act,1970.	
13.	Self attested copies poof of experience for providing Horticulture & Allied services in the last five years with satisfactory performance certificates issued by the organization where the agency has provided/providing Horticulture & Allied services.	
14.	Self attested documentary proof of Audited Annual Financial Statement for the last three financial years (including Profit & Loss and balance sheet).	
15.	Self attested copy of PAN card of Company/Proprietor.	

16.	Information regarding any litigation, current or during the last three years, in which the Bidder is involved, the parties concerned and disputed amount.	
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Signature of the Bidder/Authorized Person

(Name and Address of the Bidder)

WORK EXPERIENCE

The bidder must attach self-attested copies of required experience certificates online/offline i.e. **Work award letter and successful completion certificate** in respect of Horticulture & Allied services provided by the min Govt./Semi- Govt./Autonomous Bodies/PSU/CSIR/Govt. funded organizations, preferably in PDF format and details should also be filled in below format. (unnecessary/ irrelevant certificates should be avoided)

Sl. No	Name & Address of the organization where the Horticulture services Agency has provided (Name & Designation of Issuing authority should clearly be mentioned)	Work Award letter number and date & Value of the work	Duration of the work.	No. of Horticulture & Allied services personnel deployed	Reason if award value & duration not mentioned in Award letter & Experience certificate.	Remarks if any,

(Signature of the Authorized Person)

Name

Seal

TENDER ACCEPTANCE LETTER

(To be given on company letter head)

Date:

To,

The Director
CSIR-NIScPR,
Dr. K.S. Krishnan Marg,
New Delhi-110012

Sub: Acceptance of Terms & Conditions of Tender

Tender No.

Name of tender/Work: “Comprehensive Annual Maintenance Contract (AMC) for Horticulture Works at CSIR- NIScPR at Pusa and S V Marg campuses, New Delhi”

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned ‘Tender/work’ from the website(s) namely e-tendering portal <https://etenders.gov.in/eprocure/app> as per advertisement given in the above website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents(including all documents like GCC, Scope of work, Annexure(s), Schedule(s), Undertaking letter etc., which form, part of the contract agreement and I/We shall abide hereby the terms/conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organisation too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) /corrigendum(s) in its totality/entirely.
5. I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. Deptt./Public sector undertaking.
6. I/We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the bidder, with official seal)

**NATIONAL INSTITUTE OF SCIENCE COMMUNICATION AND
POLICY RESEARCH (NIScPR)**

Pusa Campus: Dr. K S Krishnan Marg (Near Pusa Gate) New Delhi-110012

SVM Campus: 14, Satsang Vihar Marg, New Delhi - 110067

NAME OF WORK: - "Comprehensive Annual Maintenance Contract (AMC) for Horticulture Works at CSIR- NIScPR at Pusa and S V Marg campuses, New Delhi"

NAME OF AGENCY.....

Tender fee information

Tender fee Rs. deposited in bank in favour of Director NIScPR.

Transaction No... Date..... Bank.....

EARNEST MONEY DEPOSIT INFORMATION

Earnest money Rs. deposited in bank in favour of Director, NIScPR.

Transaction No..... Date..... Bank.....

Signature of the contractor

The relevant details of bank account may be furnished for Electronic Clearance System (ECS). The beneficiary is requested to either provide the Photostat copy of cancelled cheque or to take attestation from concerned bank, as a documentary support.

BANK ACCOUNT DETAILS FOR RTGS / NEFT OF THE AGENCY

1. NAME AND ADDRESS OF THE AGENCY _____

2. NAME OF THE BANK _____

3. ACCOUNT NUMBER _____

4. BRANCH NAME _____

5. MICR No. _____

6. IFSC CODE _____

SIGNATURE OF THE CONTRACTOR

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT MADE AT _____ this _____ day of _____
BETWEEN the Council of Scientific & Industrial Research, New Delhi, a Society registered under the Societies Registration Act 1860 (Herein after referred to as the Employer, which expression shall include its successors and assignees and authorised officers of the society) of the one part and _____ trading in the name and style of _____ (herein after referred to as the contractor(s) which expression shall include his/their respective heirs, executors, administrators and permitted assignees of the other part.

WHEAREAS the Employer is desirous of getting the work of _____ done and has caused drawings, schedule of quantities and specifications describing the work to be prepared.

AND whereas the said specifications and the schedule of quantities and other documents have been signed by on behalf of the parties.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In consideration of the payments to be made to them as herein after provided the contractor shall upon and subject to the conditions hereinafter contained execute and complete, the work at the rates specified in the attached schedule of quantities and with such materials as are provided for and in accordance in all respect with specifications, designs, drawings and instructions in writing. Time for carrying out the work will be _____ and the date of commencement shall be reckoned from the tenth day of issue of award letter.
2. The Employer shall pay to the Contractor such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. This agreement contains the following documents in addition to the pages of Articles of Agreement.
 - (i) General Conditions of Contract Page No. _____ to _____
 - (ii) Special conditions Page No. _____ to _____
 - (iii) Additional Conditions Page No. _____ to _____
 - (iv) Indenture for Secured Advance Page No. _____
 - (v) Original tender document along with the covering letter of the firm dated _____ Page No:1 to _____
 - (vi) _____
 - (vii) _____
 - (viii) _____

In witness whereof the parties hereto have set their respective hands the day and year herein above written.

Signed by the Contractor

Signed by, for and on behalf of Employer

In presence of

In presence of

(1) _____

1) _____

(2) _____

(2) _____

PERFORMANCE GUARANTEE

To

Council of Scientific & Industrial Research

In consideration of Council of Scientific & Industrial Research (hereinafter) called "The Council" having awarded to M/s. _____ a Company registered under the Companies Act 1956 (hereinafter) called the Contractor, a contract for (hereinafter) called the said contract under the terms and conditions of an Agreement dated _____ made between the Council and the Contractor hereinafter called the said agreement and Council agreed to accept a Deed of Gurantee as hereinafter provided for Rs. _____ (Rupees _____ only) from a Scheduled Bank towards due performance of the contract by the Contractor as per t he terms and conditions of the contract on the condition that the Bank on demand from the Council and without demur pay to the Council the aforesaid amount.

1. We, _____ Bank Ltd., (hereinafter) referred to as the 'bank' do hereby undertake to pay to the Council and amount not exceeding Rs. _____ against loss or damage caused to or suffered or would be caused to or suffered by the Council by reasons of any breach or breaches of any of the terms of conditions of the said agreement by the said contractor.
2. We, _____ Bank Ltd., do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Council by stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Council for reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. This guarantee shall come into force immediately and continue in force and remain valid till six months after the completion of all works under the said contract which according to the terms of the said contract should be six months from the probable date of completion viz., the _____ day of _____. If, however, the period of the completion of the works under the said contract is for any reason extended and upon such extension if the Contractor fails, before the terms of this guarantee expires, to furnish a fresh or renewed guarantee for the extended period, the Bank shall pay to Council the said sum of Rs. _____ or such lesser sum as Council may demand.
4. This guarantee shall not be affected by any change in the constitution of the Bank or of the Contractor.
5. Notwithstanding anything hereinbefore contained, t he liability of the Bank under this guarantee is restricted to Rs. _____ (Rupees _____ only) and claim or demand under this guarantee is presented to the Bank within six months from that date all the rights of Council under this guarantee shall be forfeited and the Bank shall be released and discharged from all obligations hereunder.

(Signature of Tenderer with the seal of the firm)

**Land Border Declaration Undertaking
(to be furnished on the Bidding Firm's Letter Head)**

Ref : No.

Dated :

Sub : Land Border Certificate

Ref : Ministry of Finance, department of Expenditure, Public Procurement Division O.M.
F.No. 6/18/2019-PPD dated 23rd July, 2020.

Sub : Comprehensive Annual Maintenance (AMC) for Horticulture works at CSIR-NIScPR Campuses at New Delhi.

Certificate for the Land Border Declaration

"I have read the clause regarding restrictions on procurement from the bidder of a country which shares a land border with India"

*I certify that this Bidder is not from Land border country as stipulated in the aforesaid OM of Ministry of Finance, department of Expenditure, Public Procurement Division O.M. F.No. 6/18/2019-PPD dated 23rd July, 2020.

OR

**I hereby certify that this bidder is from the land border country stipulated in the aforesaid OM of Ministry of Finance, department of Expenditure, Public Procurement Division O.M. F.No. 6/18/2019-PPD dated 23rd July, 2020 and fulfils all requirements in this regard and is eligible to be considered for this procurement. The valid registration certificate issued by the Competent Authority is attached.

I hereby undertake the content of the certificate is true in all respect

Bidder's authorized Signatory Name: _____
Designation: _____

(Seal)

*/** strike off which is not applicable

GUIDELINES FOR ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA'

(Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020 issued by Department of Expenditure, Ministry of Finance, Govt. of India in this regard are available at website (<https://doe.gov.in/procurement-policy-divisions>))

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

[Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No. 1) dated 23.07.2020]

2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinafter, including any agency, branch or office controlled by such person, participating in a procurement process.

3. "Bidder from a country which-shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

4. The beneficial owner for the purpose of (3) above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than **fifteen percent** of capital or profits of the partnership.
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

6) CERTIFICATE REGARDING COMPLIANCE:

a) Bidders shall submit following certificate:

UNDERTAKING FOR COMPLIANCE

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. _____ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. _____ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender."

[wherever applicable bidder must submit evidence of valid registration by Competent Authority]

b) [To be inserted in tenders for Service Contracts/Works Contracts including Turnkey contracts-] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Bidder shall submit the following certificate in this regard:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that bidder M/s. _____ (Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority."

[wherever applicable bidder must submit evidence of valid registration by Competent Authority]

If such certificate (as mentioned as (a) & (b) above) given by a bidder whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and forfeiture of EMD/Security Deposit.

The above certificate shall form part of PO/contract.

The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

7. Further, the above guidelines will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated list of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.

8. 'Agent' mentioned in the above guidelines also includes dealer/distributor/sole selling agent.

BOQ

Name of work:- Comprehensive Maintenance Contract for Horticulture works at NIScPR campuses at Pusa (Dr. K S Krishnan Marg, New Delhi-12) & at S.V. Marg (14, satsang vihar Marg New Delhi-67).

S. No.	Particular	Qty.	Unit	Rate	Amount (Rs.)
1	Providing following Manpower:- (a) Supervisor - 01 No. Degree in Horticulture / floriculture or equivalent (b) Semi-skilled Man Power -08 No. (Mali, 5 No. for Pusa, 03 No. for SVM) for 8 Hrs. as per minimum wages including various statutory components towards:- ESIC, EPF, Bonus etc. Applicable taxes shall be payable. (Manpower wages will be constant for all bidders as per prevailing minimum wages and therefore not be quoted.)			No Bidding	
2	Providing and supplying of following day to day/seasonal Material including taxes, all charges towards transportation, loading / unloading all complete (As per list attached)				
2.1	Khad				
2.1.1	Manure (Gober Khad)	3000	cu.ft.		
2.1.2	Okhla Khad	3000	cu.ft.		
2.1.3	Neem Khali	1500	Kg		
2.1.4	Urea khad (Fertilizer)	360	Kg		
2.1.5	DAP Khad (Fertilizer)	180	Kg		
2.2	Insecticides				
2.2.1	Aldrin	20	Litre		
2.2.2	Malathion	16	Litre		
2.2.3	Gamaxine	20	Kg		
2.2.4	Flubendamide	3	Ltr		
2.2.5	Plant Growth Nutrient	180	Kg		
2.3	Planting materials Seeds (Hybrids) as per list in NIT				
2.3.1	Winter season (Different varieties-Minimum 50 seeds Pkt.)	180	Pkts		
2.3.2	Summer season (Different varieties-Minimum 50 seeds Pkt.)	180	Pkts		
2.3.3	Rainy season (Different varieties-Minimum 50 seeds Pkt.)	180	Pkts		
2.3.4	Bulbs, Rhizomes, corms etc of various plants as equal varieties	250	Each		
2.4	Pots				
2.4.1	Earthen Pots 10" sizes	300	Each		
2.4.2	Ceramic pots 6" duly printed with NIScPR Logo	150	Each		
2.4.3	Thermoplastic/Fiber Pots Big Size-14"	90	Each		
2.4.4	Cement Pots 32"	150	Each		
2.5	Plants and cutting roots (Hybrids) 2.0' to 3.0' Height				
2.5.1	Rose Plants (English)	260	Each		
2.5.2	Aerocaria plants	70	Each		
2.5.3	Cutting of Dahlia plants	120	Each		
2.5.4	Palm (areca)	160	Each		
2.5.5	Hibiscus	160	Each		
2.5.6	Potted Plants (Peace lily, African violet, Azalea etc.)	160	Each		
2.5.7	Tulips of different colors	160	Each		

S. No.	Particular	Qty	Unit	Rate	Amount (Rs.)
2.6	Misc. Materials				
2.6.1	Mossrod 3 feet	160	Each		
2.6.2	Pvc pipe (1.25" dia quality as per sample)	160	meter		
2.6.3	Plastic plates (for gamla)	140	Each		
2.6.4	Bamboo 10-12 feet	160	Each		
2.6.5	Dhaga(12pcs/pkt)	40	Pkts		
2.6.6	Green net 10'-0" width	400	Per Ft.		
2.6.7	Tuflex Garden fencing Hexagonal 4'-0" width	850	Per Ft.		
2.6.8	5 mm thick Acrylic sheet for display plants / tree name / cautionary sign boards	9600	Sq.inch		
2.6.9	1 mm thick Stainless Steel plates with engraved letter	4050	Sq.inch		
2.7	4ft long Mild steel painted pipe (1"x1") with necessary screws etc.for holding sign plates.	25	each		
2.8	Cocopit-5 Kg	28	Bag		
2.9	Fuels & Paints				
2.9.1	Snowcem / cement primer (for painting pots)	90	Kg		
2.9.2	Plant Sheild Paints for painting Tree Trunk	420	Ltr		
2.9.3	Enamel paint for pots	90	Ltr		
2.9.4	Supplying of Petrol for operations of lawn movers	144	Ltr		
2.9.5	Supplying of Diesel for operations of lawn movers	400	Ltr		
2.9.6	Providing and watering of irrigation water through water tanker for Horticulture features i.e. lawn, tree, shrubs, hedge/edge, ground cover etc. at the site of work. Water tanker having 5000 ltr. capacity with one labor for watering i/c cost of water, filling of tanker, watering at site with all leads and lifts as per direction of officer-in-charge.	96	Each		
3	Monthly jobs/ Works				
3.1	Providing fresh flowers cuttings in flower vases and making arrangements in a presentable manner including cleaning of vases and replacement of water etc., two times in week, inclusive of arranging seasonal fresh flowers cuttings from outside complete as per direction of officer in charge.	28	Per Month		
3.2	Removal of garden waste by TATA 407 or equivalent including loading/ unloading and carriage upto 1 km lead, complete disposal upto designated place as per direction of officer-in-charge	48	Per Trip		
3.3	Providing necessary arrangements towards making flowers Standees (16 ft. x 4 ft.) during celebration of important events (like 15 August, 26 January, 2nd October, Foundation day, New Year etc.) at the designated place by providing necessary materials like (fresh flowers in required colors, thermocol sheest, pins, glue, etc.), as per required pattern and design and as per direction of officer-in-charge.	32	No.		

4	Miscellaneous Expenses towards:- Compliance of work contract clauses like i.e. Providing two set of dress for each worker with one additional full sleeves jersey for winter and one pair of safety shoes of good quality of material to sustain during AMC period on annual basis, Providing of necessary Tool & plants (like rickshaws, spades, gainti, daw, spray pumps, garden sprinkler buckets type, rakes, khasias, khurpis, hedge shears, scissors, cutters, hatchets, garden saws etc.) at both campuses, for work upkeep and Maintenance/Repair of Departmental lawn movers for day today operations, Charges for Contractor overheads & Profit etc. and other compliance as mentioned in tender	24	Per Month		
	Total Estimated Amount				