



E-TENDER DOCUMENT

FOR

**ANNUAL CONTRACT FOR MAINTENANCE & UP KEEPING OF HORTICULTURE SERVICES AT CSIR-CRRI,
DELHI - MATHURA ROAD, NEW DELHI - 110025 AND MAHARANI BAGH STAFF QUARTER,
NEW DELHI – 110065.**



CSIR - CENTRAL ROAD RESEARCH INSTITUTE

(Council of Scientific & Industrial Research)

DELHI - MATHURA ROAD, NEW DELHI – 110025.

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NAME OF WORK: ANNUAL CONTRACT FOR MAINTENANCE & UP KEEPING OF HORTICULTURE SERVICES AT CSIR-CRRI, DELHI - MATHURA ROAD, NEW DELHI - 110025 AND MAHARANI BAGH STAFF QUARTER, NEW DELHI – 110065.

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TENDER SCHEDULE

Name of Work	:	Annual Maintenance Contract For Up Keeping of Horticulture services at CSIR-CRRI, Delhi-Mathura Road, New Delhi-110025 and Maharani Bagh Staff Quarter, New Delhi-110065.
Tender Publishing date	:	As per GeM Portal
Estimated Cost	:	Approx. Rs.1,44,12,735 /- (Rupees One Crore Fourty Four Lakh Twelve Thousand Seven Hundred Thirty Five only)
Earnest Money Deposit (EMD)	:	EMD (@ 2%) Amounting to Rs. 2,88,255/- (Rupees Two Lakh Eighty Eight Thousand Two Hundred Fifty Five only)
Bid Document Download Start Date	:	As per GeM Portal
Bid Submission Start Date	:	
Bid Submission End Date	:	
Technical Bid Opening Date	:	
Commercial/Price Bid Opening Date	:	After evaluation of Technical Bid

NOTE: The tender document does not imply that the CSIR-CRRI is bound to select bid(s), and it reserves the right to accept or reject any or all bids, or cancel the tender process, or abandon the procurement of the services, or issue another tender for identical or similar services without assigning any reasons thereof. CSIR-CRRI also reserves the right to call off tender process at any stage without assigning any reason.



सी.एस.आई.आर-केन्द्रीय सड़क अनुसंधान संस्थान
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CSIR-CENTRAL ROAD RESEARCH INSTITUTE
Delhi-Mathura Road, New Delhi -110025



No. 125/Horticulture Service/CRRI/2024-25/E-II

Date: 15.05.2025

NOTICE INVITING E-TENDER

Name of Work: Annual Contract for Maintenance & Up Keeping of Horticulture Services at CSIR-CRRI premises & CRRI Maharani Bagh Staff Quarter.

Please read all tender documents before filing online tender.

E-Tenders are invited online under **Single Bid system** from eligible agencies with proven track record of minimum Five (05) years' experience in development & maintenance of lawns/ garden/ landscaping plantation etc. for "Annual Contract for Maintenance & Up Keeping of Horticulture Services at CSIR-Central Road Research Institute, Delhi-Mathura Road, New Delhi-110025 and CRRI Staff Quarter, Maharani Bagh, New Delhi-110065", on contract basis for One (01) **Year**. For complete tender details, please visit CSIR-Central Road Research Institute website www.crridom.gov.in or visit gem.gov.in (**Government e- Marketplace**).

***NOTE:**

The registered bidders may apply through GeM for uploading e-tenders. **Only online bids through GeM are acceptable**. If any Holiday is declared on any date related to above matter, the action will be taken on next working day.

-sd-

**Sr. Controller of Administration
CSIR-CRRI, New Delhi-110025**



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CSIR-CENTRAL ROAD RESEARCH INSTITUTE
Delhi-Mathura Road, New Delhi -110025



No. 125/Horticulture Service/CRRI/2024-25/E-II

Date: 15.05.2025

Tender Document

Director, CSIR-Central Road Research Institute, invites Online Tenders under **Single Bid system** for the work "Annual Contract for Maintenance & Up Keeping of Horticulture Services at CSIR-Central Road Research Institute, Delhi-Mathura Road, New Delhi-110025 and CRRI Staff Colony, Maharani Bagh, New Delhi-110065" a constituent unit of Council of Scientific and Industrial Research (CSIR) under which the contractor shall perform assigned and will use its best endeavors to provide Horticulture Work at CSIR-Central Road Research Institute, Delhi-Mathura Road, New Delhi-110025 and CRRI Staff Colony, Maharani Bagh, New Delhi-110025 "JOB DESCRIPTION" (Scope of Work) on contract basis having tender value for One (01) Year at an Estimated Cost of Rs. 1,44,12,735 /- (Rupees One Crore Fourty Four Lakh Twelve Thousand Seven Hundred Thirty Five only)

∴ The Agencies/ Bidders have to quote their Service Charges in Percentage only on minimum wages. All other liabilities like - Bonus, GST, EPF, ESIC, etc. applicable which may vary from time to time as per Govt. of NCT of Delhi orders, will be reimbursed to the contractor by CSIR-Central Road Research Institute on the production of documentary proof.

The Agencies should be registered under/ should have:

- (i) Contract Labour (Regulation & Abolition) Act 1970,
- (ii) ESIC,
- (iii) EPF,
- (iv) PAN No. and GST etc.

The Agency should have successfully carried out work of a similar nature (At least Three Horticulture services contracts each amounting to 40% OR Two Horticulture services contracts each amounting to 60% OR a Single Horticulture services contract amounting to 80% of estimated cost during last five years in National Laboratories/Govt./Semi Govt./Autonomous Bodies/Public Sector Undertakings/CSIR or its Laboratories). Tenders without EMD will be rejected straightaway. However, EMD exemption for NSIC/ MSE registered units with UDYAM will be allowed as per rules. they must enclose the UDYAM Registration Certificate with the UDYAM Registration Number as proof of their being MSE registered on the UDYAM Registration Portal. The certificate shall be of latest but before the deadline for the bid submission. Failure to enclose/upload such document may lead to non-availing such benefit.

The Agencies fulfilling the conditions may submit online tender to the Director, CSIR-Central Road Research Institute on GeM Portal. The tenderer may ensure that all the requisite documents i.e. PAN issued by Income Tax Department, Registration under ESIC, EPF and GST Act, satisfactory performance certificates issued by the organizations for providing Horticulture services in the last Five years etc. are to be submitted along with EMD (@2% Amounting Rs. 2,88,255/- (Rupees Two Lakh Eighty Eight Thousand Two Hundred Fifty Five only) in favour of Director, CSIR-Central Road Research Institute, A/c No. SBI-30268867237, IFSC-SBIN0010442 through NEFT/ RTGS/ IMPS/ Online etc. Document can be downloaded from Institute website as per procedure mentioned above. The Institute will follow the latest Government of India rules and regulations as applicable from time to time.

Director, CSIR-Central Road Research Institute reserves the right to accept or reject any or all the tenders received or accept any or all the tenders wholly or partially, without assigning any reason thereof. In case of holiday on any particular day, the tender will be opened on next working day at the same time.

-sd-

**Sr. Controller of Administration
CSIR-CRRI, New Delhi-110025**

1. GENERAL INSTRUCTIONS TO THE BIDDERS:

- i. The Horticulture Manpower providing Agency is to provide Contractual Manpower at the premises for Maintenance & Up Keeping of Horticulture Services at CSIR-Central Road Research Institute, Delhi-Mathura Road, New Delhi-110025 & CRRRI Staff Colony, Maharani Bagh, New Delhi-110065.
- ii. At all the places, where Horticulture services are to be provided, bidder shall engage physically and mentally fit personnel and shall provide **approx. 40 manpower** in various categories i.e. Skilled, Semi-Skilled and Unskilled, as and when required, from time to time at the premises of CSIR-Central Road Research Institute, Delhi-Mathura Road, New Delhi-110025 & CRRRI Staff Colony, Maharani Bagh, New Delhi-110065. **The actual number of the manpower can increase or decrease depending on the requirement of this Institute.** It will be the sole responsibility of the contractor to abide by the provisions of the following acts, as to the workers engaged by him, for performance of this contract:

Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workmen Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938, Employment of Labour/ Contract Labour Act, Industrial Employment Act and/or any other Rules/ regulations and/or statutes that may be applicable to them.
- iii. Wages rate in r/o Contractual Manpower i.e. Highly Skilled, Skilled, Semi-Skilled and Unskilled will be payable as per Minimum Wages declared by Government of NCT of Delhi. The Bidder must quote only, his Service Charge online in percentage (%) both in numbers and words. All statutory liabilities/taxes & EPF, ESIC, Bonus and GST etc. will be reimbursed by CSIR-Central Road Research Institute on production of documentary proof, as per existing amended rules.

2. ELIGIBILITY OF THE BIDDERS:

- i. The Horticulture manpower providing agency should be in the manpower contract business for at least 05 (five) years consecutively.
- ii. The agency should have registration under the Company's Act.
- iii. The Agency has to produce Satisfactory Completion Certificate from organizations where the contractor has provided **Horticulture services during the last 05 years** as mentioned in page no. 05.
- iv. Bid of all those firms, whose past performance in last 05 years in CSIR & its Laboratories has remained unsatisfactory, shall not be considered and shall be liable to be rejected out rightly.
- v. The agency should have valid EPF & ESIC Registration Number.
- vi. The prospective bidder must have his office/ Branch office in Delhi/ Delhi NCR. **Proof of office address should be submitted by the contractor.**
- vii. Tender without EMD/ Exemption will be rejected without any further notice, if the agency fails to submit the specific documentary evidence in support of relaxation so granted by the government authority.

3. QUALIFICATION OF THE BIDDERS:

- i. The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.
- ii. Memorandum of Understanding has to be provided in case the Bidder comprises of Partnership firm.
- iii. Consistent history of Litigation or Arbitration awards against the applicant, may result in disqualification.

- iv. The Bidder shall submit full details of his ownership and control and shall submit the Certificate of Incorporation along with its Memorandum of Articles of Association, if it is a Company or Society etc.
- v. Each Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the price bid will not include any such amount. If the CSIR-CRRI subsequently finds to the contrary, the Director, CSIR-Central Road Research Institute reserves the right to declare the Bidder as non-compliant and declare rejection of his bid and treat the contract, if already awarded to the Bidder, to be null and void.
- vi. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:

- i. Each bidder shall submit only one tender either by himself or by his partner. If a bidder or any of the partners participate in more than one bid, the bids are liable to be rejected. Joint Venture will also not to be entertained.
- ii. Bids of all those firms whose past performance in last 05 years in CSIR & its Laboratories has been remained unsatisfactory, shall not be considered and shall be liable to be rejected out rightly.
- iii. Evidence of adequacy of working capital for the smooth execution of this contract (access to line(s) of credit and availability of other financial resources) will have to submitted.
- iv. If a firm quotes NIL charges/ consideration. The bid shall be treated as unresponsive and will not be considered.

5. COST OF BID:

The bidder shall bear all costs associated with the online preparation and submission of his bid and the Department will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. VISIT TO CSIR-CRRI:

- i. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy himself/themselves before submitting their bids. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done. The site can be inspected on all working days during tender downloading period.
- ii. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document; Failure to furnish information required in Tender document or submission of a tender not as per requirement of Tender document will be at the bidder's risk and liable to rejection of bid.
- iii. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

7. CLARIFICATION FOR TENDER DOCUMENT:

- i. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the Sr. CoA, CSIR-CRRI on [coa.crri@nic.in/](mailto:coa.crri@nic.in) Administrative officer, CSIR-CRRI on ao.crri@nic.in or on Telephone Numbers 011-26312412 or 011-26311643, before submitting his bid and such clarification, along with all details on which clarification had been sought, will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communication between the bidder and the CSIR-CRRI shall be carried out in writing.
- ii. Except for any such written clarification issued by the Sr. Controller of Administration, CSIR-CRRI which is expressly stated to be an addendum to the tender document issued by the CSIR-CRRI, no written or oral communication presentation or explanation by any other employee of the CSIR-CRRI shall be taken to bind or fetter the CSIR-CRRI under the Contract.

8. PREPARATION OF BIDS:

- i. The bidders/ tenderers must submit their quote in compliance with OM. No. F.6/1/2023-PPD dated 23.06.2023 & 06.01.2023 issued by Dept. of Expenditure, Ministry of Finance, Govt. of India. The minimum service charges so fixed will be 3.85% on minimum wages (excluding Taxes, EPF, ESIC, GST & bonus etc) as mentioned in price bid, failing which the bid will be non-responsive and such bids will not be considered.
- ii. Conditional bids/ offers shall be summarily rejected.

9. BID SECURITY (EMD) :

- i. The contractor shall deposit Bid Security (Earnest Money Deposit) @ 2% for an amount of Rs. 2,88,255/- (Rupees Two Lakh Eighty Eight Thousand Two Hundred Fifty Five only) through NEFT/ RTGS/ IMPS/ Online in favour of Director, CSIR-Central Road Research Institute, New Delhi, A/c No. SBI-30268867237, IFSC-SBIN0010442. The Bid Security should remain valid for a period of ninety days beyond the final bid validity period.
- ii. Bid securities/ EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- iii. Bid security (Earnest Money Deposit) of Rs. 2,88,255/- (Rupees Two Lakh Eighty Eight Thousand Two Hundred Fifty Five only) of the successful bidder shall be returned after submission of Performance Guarantee **(5% of work awarded cost)** issued by a Scheduled Bank.
- iv. CSIR-CRRI reserves the right to adjust the Security Deposit/ Bank Guarantee fully or in part, in lieu of unpaid dues payable to CSIR-CRRI by the contractor to any of its contractor workers for the period of their engagement at CSIR-CRRI. In case of pendency of any dispute related to such non-payment/ less payment of wages or non-compliance of statutory obligations by the contractor which may possibly result into financial liabilities for CSIR-CRRI, CSIR-CRRI reserves its right to withhold the amount payable to the contractor or such security deposit. The said security amount shall be refunded to the contractor subject to production of proof of compliance of all statutory provisions.
- v. Bid Security (EMD) shall be forfeited, if the bidder withdraws his bid during the period of validity of the tender or if the successful bidder refuses or neglects to execute the Contract or fails to provide the required number of contractual manpower or fails to furnish the required Performance Guarantee within the time frame specified by the CSIR-Central Road Research Institute.

- vi. MSE/NSIC exempted bidders must enclose Bid Securing Declaration as per **Annexure-4** on company's letter head. The scanned copy of the undertaking shall be uploaded in technical bid and the Original Copy of the same should be submitted before award of work to Concerned Division / Office.

10. ACCEPTANCE OF BIDS:

- i. CSIR-CRRI reserves the right to accept any tender and to reject any or all the tenders and is not bound to accept the lowest or any tender and may at any time by notice in writing to the bidders terminate the tendering process. Tender without EMD/ Exemption Certificate(s) will be rejected without any further notice. No representation will be entertained in this regard.
- ii. Tender will be rejected, if it is found that the contractor is black listed on previous occasions by any of the Govt. Departments/ Institutions/ Local Bodies/ Municipalities/Public Sector Undertakings, Autonomous Bodies/ CSIR or its laboratories etc.

11. AWARD OF CONTRACT:

- i. The successful bidder will be required to execute an agreement in the form appended hereto within a period of 15 days from the date of issue of Work Award Letter on a Non-judicial stamp paper of appropriate value before taking up the contract.
- ii. The successful bidder shall be required to furnish a Performance Guarantee **(5% of work awarded cost)** within 15 days of receipt of Work Award Letter for an appropriate amount in the form of Bank Guarantee/ FDR from a scheduled bank in favor of the Director, Central Road Research Institute, New Delhi. The Performance Guarantee shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Guarantee shall also be extended by the contractor accordingly.

12. TERMS AND CONDITIONS OF THE CONTRACT FOR PROVIDING HORTICULTURE SERVICES:

- i. The Contractor will maintain a duty register and shall record daily deployment of contractual Horticulture manpower at the designated duty point. This will be countersigned by the Officer/ Authorized official of the CSIR-Central Road Research Institute. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown.
- ii. Adequate supervision shall be provided by the contractor to ensure satisfactory performance of the said deployed contractual Horticulture manpower in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the contractual manpower deployed by the Contractor, the supervisory staff of the Institute will supervise in their areas of responsibility.
- iii. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the CSIR-Central Road Research Institute.
- iv. Contractor and its deployed contractual Horticulture manpower shall take proper and reasonable precautions to preserve the Institute from theft, loss, destruction, waste or misuse of its property. The deployed contractual Horticulture manpower by the manpower agency will not misuse any responsibility given to them by the CSIR-Central Road Research Institute and shall not knowingly lend to any person or company any of the property of the CSIR-CRRI under its control.
- v. The deployed contractual Horticulture manpower shall not accept any gratification/bribe/enticement or reward in any form.

- vi. The contractor shall have the responsibility to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract at his own cost.
- vii. Under the terms of their engagement agreement with the Contractor, its deployed contractual Horticulture manpower shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
- viii. The personnel engaged must be extremely courteous and display pleasant mannerisms in dealing with the Staff and Visitors of CSIR-CRRI and they should project an image of utmost discipline and devotion to duty. They should not have any addictions, nor indulge in any vice or addiction while on duty. During their duty time, they must not talk for prolonged periods/ use social media/ view movies or videos or do any other work on their mobile phone or on mobile phone of any other person. If observed or found doing so, the contracting firm shall immediately remove such person and provide immediate replacement to CSIR-CRRI. The CSIR-CRRI shall have the right to have any contractual Horticulture manpower removed in case of any complaints or as decided by representative of the CSIR-CRRI, if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases on immediate basis.
- ix. The duty shall be for eight hours (or as per rules). No overtime shall be paid to contract workers, alternate standby persons shall have to be provided by the contractor.
- x. **The Horticulture manpower engaged may be deployed at on-site away from the Headquarters depending upon the project needs.**
- xi. **The payment to the contractor would be made on monthly basis based on the actual shift manned/operated by the personnel engaged by the contractor and based on the documentary proof jointly signed by Officer/ representative of the CSIR-CRRI and the contractor/ his representative/ personnel authorized by him. No other claim on whatsoever account shall be entertained by this Institute.**
- xii. Any damage or loss caused by contractor's personnel to CSIR-CRRI in whatsoever form shall be fully recovered from the contractor.
- xiii. The CSIR-CRRI will allow familiarization of the arrangements required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.
- xiv. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/ fines, etc. The contractor's personnel shall attend the court as and when required.
- xv. **Labour Identification No. (LIN) as being allocated by Shram Suvidha Portal of Ministry of Labour & Employment may also be provided.**
- xvi. **Relationship with Employees:** CSIR-CRRI debars parties having relatives working in CSIR-CRRI, New Delhi from bidding. A certificate regarding non-relationship with any of the CSIR-CRRI employee in the tender form is to be submitted. (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 (b) they are husband and wife (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 wife , Son's Daughter, Son's Daughter's husband, Daughter's husband, Daughter's Son, Daughter's son's wife, Daughter's

Daughter's husband, Brother (including step brother), brother's wife, Sister (including step sister), Sister's husband.

- xvii. Contractor has to submit the following documents Maximum 15 Days of award of contract:
- a. List of outsourced staff with photograph, present & permanent address
 - b. Copies of proof of age in the form of AADHAAR Card/Qualifications Certificate/Voter ID/Birth Certificate/Driving License etc. should be submitted before the manpower is supplied.
 - c. ID cards of staff
 - d. Copies of ESI Cards
 - e. Maintenance of statutory registers under various labour laws
 - f. Deployment of field officer in campus at contractor's cost
 - g. Any other things as required by CSIR-CRRRI from time to time for the smooth and successful execution of contract etc.
- xviii. The CSIR-CRRRI shall not be responsible for providing residential accommodation to any of the personnel engaged by the contractor.
- xix. The contractor shall disburse the wages to its personnel deployed in the CSIR-CRRRI **by 7th of every month without fail**, online/ through ECS directly in the bank account of contractual personnel as per extant Labour Laws, irrespective of delay on account of administrative or other reason. The contractor shall provide monthly wage slips to the persons deployed, clearly indicating wage rate, number of duties performed, deductions towards ESI, EPF etc.
- xx. Contractor will be fully responsible for any accident or mishaps involving personnel engaged by the contractor and the contractor solely would be liable to pay any claims made by these victims. The contractor shall indemnify the CSIR-CRRRI from any claims arising out of accidents, disabilities of any nature or death arising out of any of the provisions under law, or any other nature in respect of all the personnel engaged by the contractor. The contractor will fully indemnify CSIR-CRRRI against all claims in this regard.
- xxi. The contractor and his staff shall follow the rules and regulations of the CSIR-CRRRI in force and instructions issued from time to time for Eco-campus/ Green-campus also. The CSIR-CRRRI will be free to take action against the contractor for violating the same.
- xxii. No staff deployed by the contractor should smoke, chew paan/ Gutka or consume Liquor or be found in an inebriated state within the Campus. Non-compliance may lead to suitable penalty/termination of contract.
- xxiii. The contractor shall be fully responsible for providing minimum wages, EPF, ESI etc. in accordance with the terms and conditions of the agreement, to the personnel deployed. As and when, any of personnel comes late or proceeds on leave or absents himself/ herself, it will be the prime responsibility of the contractor to provide a suitable substitute on immediate basis.
- xxiv. Contractor has to make suitable arrangement at his own cost (inclusive of installation, operation and maintenance) for biometric attendance, for opening and closing hours of Horticulture contractual manpower assigned for specific job only. Computer generated real time record of biometric attendance will be accepted as attendance and record of same must be accessible to controlling authorities of CSIR-CRRRI and installation of machines shall be made at specified location as per instruction issued to contractor by CSIR-CRRRI.

Scope of Work For Providing Horticulture Work

The contractor shall provide the following horticulture services for maintenance of lawns, hedges, trees shrubs, nursery potted plants, etc. at both the Locations of CRRI.

Locations and Manpower Required :-

- Total Number of Manpower required: 40 Persons.

CSIR-CRRI Campus, Delhi-Mathura Road, New Delhi-110025		
Sr. No	DESIGNATION	NUMBER OF MANPOWER
01.	Skilled	02
02.	Semi-Skilled	23
CSIR-CRRI Staff Colony- MBSQ Campus, Maharani Bagh, New Delhi-110025		
Sr. No	DESIGNATION	NUMBER OF MANPOWER
01.	Skilled	01
02.	Semi-Skilled	14

- The number of manpower mentioned in the Scope of work may be increased or decreased with the approval of the Director, CSIR-CRRI as per the requirement of the CRRI Campus and MBSQ Campus. The number of manpower initially engaged shall not be the final. No guarantee will be provided for the minimum number of manpower to be deployed.

Specific Conditions:-

1. **Supply Gardener (Skilled & Unskilled):-**

a. **Horticulture Supervisor/ Skilled worker: 03 Nos.**

Skilled gardener with gardener NSQF (National Skill Qualification Framework) Level 4 certificate (given by Agriculture Sector Skill Council of India (ASCI) (or any other NSQF approved governing body) with minimum one year experience in gardening work in gardening practices day to day maintenance of garden work such as nursery management and indoor plants propagation and maintenance of hedge, edges, topiary, roses Expert in tree cutting & branch trimming, operating various garden machineries including tractor, lawn mower, brush cutter, shrub master, & fogging machine handling etc. The contractor will daily supply one horticulture supervisor for horticulture work.

b. Unskilled gardener (Mali) : 37 Nos.

Minimum one year experience in gardening work. The gardener should be physically strong, healthy and active. The contractor will daily supply 37 Mali for day to day horticulture work.

The actual no. of worker may vary as per the requirement of the CRR. The contractor shall provide the full strength of workers from the day of commencement of work order/ contract.

- 1) The services of the workers are required on all days from Monday to Saturday irrespective of the holiday falling in between. However, three National holiday (26th January, 15th August and 2nd October) will be admissible. General duty timings of the contractor's workers shall be 9:00 AM to 5:30 PM, with lunch break from 1:00 PM to 1:30 PM. Sunday shall be an off day for all workers. The Contractor shall not employ and staff for more than 08 Hours a day. In case of shift duty, each shift will be of 08 Hours only. Further, the Contractor shall deploy his staff in such way that they get weekly rest. The working hours/ leave for which the work is taken from them, should not violate the relevant provisions of Shops and Establishment Act or any other applicable Act/ Law.
- 2) The Contractor shall report to HoD/ In-charge, Horticulture, CRR to take instructions from him for the work.
- 3) The Contractor will supervise the work of his workers either directly himself or through Supervisor or through a mechanism devised by him. All the Contractor's workers shall report to the Contractor.
- 4) The designated official of CRR are entitled to carry out surprise checks to check the work being done.
- 5) Most of the Horticultural work is based on nature and time bound. The Contractor shall complete the work as and when required and as per the directions of HoD/ Incharge Horticulture, CRR.
- 6) The Contractor should ensure the safety of seeding from peacocks and other birds during the seeding season by providing mesh etc.
- 7) The workers of the contractor should be well disciplined and must possess good health and physique.
- 8) CRR will provide all the required consumable items such as manures, fertilizers, seeds, pesticides & plants etc. to the Contractor for in-house use.

Scope of Work Horticulture services and Related Specification Conditions:-**Section-1 CSIR-CRRRI Campus, Delhi-Mathura Road, New Delhi-110025****Annexure-1**

Sr. No.	Description of proposed work	Estimated area (in square meters) and number of trees/plants	Work requirement (on monthly/ quarterly/ annual or need basis)
1-	Removing unused plants, roots, wild grass, stem vines etc. from the lawn using trowel, hoe or spade and leveling the lawn.	About 79795.22 square meters.	3 times a month
2-	Maintenance of trees and hedges planted, irrigation, weeding, transplanting and collecting weeds and grass from the campus on lawns and Sidewalk.	About 1100 trees/plants and 13399.76 square meters.	3 times a month
3-	Pruning, harvesting the trees, plants, vines growing on the banks of Boundary wall and collecting the cut stems, branches and removing grass and straw and taking it out of the campus.	About 200 trees/plants	4 times a year
4-	Weeding, fertilizing and irrigating the planted trees and plants at fixed time periods and collecting stems, leaves, flowers etc. and taking out the debris.	approximately 13399.76 m	2 times a month
5-	Preparing suitable fertilizer and soil mixture for planting new trees, digging pits, planting trees and taking care of the planted trees and plants.	Approximately 10 cubic meters (equivalent to 03 tractor lorries)	4 times a year
6-	To collect fallen trees during rain and storm and to collect cut trunks and branches and take them out of the campus.	8-10 trees	2 times a year
7-	Trees planted in summer and autumn, weeding and transplanting of plants, irrigation and at the end of the season, uprooting trees and plants, collecting fruits, flowers and preparing new beds.	Approximately 13399.76 m	4 times a year
8-	Periodic trimming, cutting, peeling and leveling of the area around the footpath and its edges.	Approximately 13399.76 m	3 times a month
9-	Painting the planted trees and plants and spraying anti-termite and anti-insect drug solutions.	1100 trees and plants 79795.22 square meters	6 times a year
10-	Cutting of grass in the area on both sides of APTF of the campus, area in front of Admin Bridge, area behind the canteen, area on the side of MRSQ, area outside the canteen, area in front of SBI Bank and roadside area etc. Weeding, leveling and cleaning weeds, taking out debris, cut trees, pulses, leaves etc.	approximately 66395.46	5 times a year
11-	Preparing nursery for new trees and plants as per the Instruction and adding fertilizer, water and pesticides from time to time and taking	1000 trees/plants	4 times a year

	care of the trees and plants.		
12-	Decorating, placing the flower pots at the proposed place during seminars, symposiums, conferences and public events in the institute and getting them picked up and maintained after the event is over.	80 pots per event	20 times a year
13-	As per Instruction of the institute, manuring with cow dung manure, urea D.A. potash, neem cake, seeds, bone meal, organic fertilizer, MP seeds, cuttings, trees/pesticides etc.	as per instruction	4 times a year
14.	Periodically collect grass, straw, vines etc. around cameras, electric poles etc. in the institute and take them out of the campus.	as per Instruction	10 times a year

CSIR-CRR shall provide following tools for CRR Campus Day to Day Horticulture work and also provide necessary Machinery:-

Sr.No.	Name of Plant Tools	Unit	Nos.
1.	Power lawn mower with Diesel/ Petrol	Each	02
2.	Electric Lawn mower	Each	01
3.	Brush Cutter with Petrol	Each	02
4.	Trolley /e-Rickshaw for collection of trimmed , fallen leaves etc.	Each	02
5.	Spray Machine	Each	01
6.	Phawda/Spades with handle	Each	10
7.	Hedge cutter	Each	08
8.	Bush Cutter/Plant cutter and Tree Cutter Machine	Each	01
9.	Tasla (plastic/iron made)	Each	04
10.	Khurpa	Each	40
11.	Water Cane	Each	04
12.	General Sword/Grass cutting Talwar with handle	Each	40
13.	Datali/Garden rake with long handle for collecting Grass	Each	20
14.	Gaiti with handle	Each	04
15.	Tree pruner	Each	05
16.	PVC pipe for watering	Bundle	04 Bundle (100 mtr. Per Bundle)
17.	Earthen Pots 10"	No.	100 no's/ year
18.	Water Sprinkler	No.	08 no's
19.	Brush/ Paint for terracotta paint or pot	No.	07 Bags
20.	Terracotta, lime for terracotta paint or pot	Kg	80 kg each
21.	Earthen Pots 4"	No.	100 nos per year
22.	Earthen Pots 6"	No.	100 nos per year
23.	Earthen Pots 8"	No.	100 nos per year
24.	Nursery Bag	Kg	5 kg.
25.	Wooden axe	No.	4 Nos.

Annexure-2**Section-2 CSIR-CRRI Staff Colony- MBSQ Campus, Maharani Bagh, New Delhi-110025**

Sr. No.	Description of proposed work	Estimated area (in square meters) and number of trees/plants	Work requirement (on monthly, quarterly and annual basis)
1.	Removing unused plants, roots, wild grass, stem vines etc. from the lawn using trowel, hoe or spade and leveling the lawn.	Approximately 78470 square meters	3 times a month
2.	Maintenance of trees and hedges planted on lawns and banks, irrigation, weeding, transplanting and collecting weeds and grass from the campus.	About 2000 trees/plants and 21508 square meters.	3 times a month
3.	Pruning, harvesting the trees, plants, vines growing on the banks of Boundary wall and collecting the cut stems, branches and branches, and removing grass and straw and taking it out of the campus.	About 800 trees/plants	4 times a year
4.	Weeding, fertilizing and irrigating the planted trees and plants at fixed time periods and collecting stems, leaves, flowers etc. and taking out the debris.	Approximately 21508 square meters	2 times a month
5.	Preparing suitable fertilizer and soil mixture for planting new trees, digging pits, planting trees and taking care of the planted trees and plants.	Approximately 10 cubic meters (equivalent to 03 tractor lorries)	4 times a year
6.	To collect fallen trees during rain and storm and to collect cut trunks and branches and take them out of the campus.	8-10 trees	2 times a year
7.	Trees planted in summer and autumn, weeding and transplanting of plants, irrigation and at the end of the season, uprooting trees and plants, collecting fruits, flowers and preparing new beds.	Approximately 21508 square meters	4 times a year
8.	Periodic trimming, cutting, peeling and leveling of the area around the footpath and its edges.	Approximately 23820 square meters	3 times a month
9.	Painting the planted trees and plants and spraying anti-termite and anti-insect drug solutions.	About 2000 trees and plants in 21508 square meters.	6 times a year
10.	Cutting, weeding, levelling and cleaning of weeds, taking out debris, cut trees, pulses, leaves etc. in the area of DG, Director, Bungalow, Campus-1 and 2 Staff Colony etc. located in MBSQ	Approximately 78470 square meters	5 times a year

	campus.		
11.	Preparing nursery for new trees and plants as per the Instruction and adding fertilizer, water and pesticides from time to time and taking care of the trees and plants.	plants/1000 trees	4 times a year
12.	As per the Instruction of the institute, manuring with cow dung manure, urea D.A. potash, neem cake, seeds, bone meal, organic fertilizer, MP seeds, cuttings, trees/pesticides etc.	as per Instruction	4 times a year
13.	Periodically collect grass, straw, vines etc. around cameras, electric poles etc. in the institute and take them out of the campus.	as per Instruction	3 times a year

CSIR-CRRI shall provide following tools for MBSQ Day to Day Horticulture work and also provide necessary Machinery:-

Sr.No.	Name of Plant Tools	Unit	Nos.
1.	Power lawn mower with Diesel/ Petrol	Each	02
2.	Electric Lawn mower	Each	01
3.	Brush Cutter with Petrol	Each	02
4.	Trolley /e-Rickshaw for collection of trimmed , fallen leaves etc.	Each	04
5.	Spray Machine	Each	01
6.	Phawda/Spades with handle	Each	10
7.	Hedge cutter	Each	05
8.	Tree Cutter Machine	Each	01
9.	Tasla (plastic/ iron made)	Each	05
10.	Khurpi	Each	20
11.	Water Cane	Each	05
12.	General Sword/ Grass Cutting Talwar with handle	Each	40
13.	Datali/Garden rake with long handle for collecting Gras	Each	20
14.	Gaiti with handle	Each	10
15.	Tree pruner	Each	05
16.	PVC pipe for watering (per bundle 100 mtr.)	Bundle	04 Bundle
17.	Earthen Pots 10"	No.	100 no's/ year
18.	Water Sprinkler	No.	15 no's
19.	Brush/ Paint for terracotta paint or pot	Bag	5 Bag's
20.	Terracotta, lime for terracotta paint or pot	kg	80 kg each
21.	Earthen Pots 4"	No.	100 nos per year
22.	Earthen Pots 6"	No.	100 nos per year
23.	Earthen Pots 8"	No.	100 nos per year
24.	Wooden Axe	No.	02 nos
25.	Petrol	Ltr.	100 ltr.
26.	Diesel	Ltr.	150 ltr.
27.	Trolley Ladder 35-40 feet	No.	01 nos

Annexure-3**Description of Works & Job Requirements:-**

Sr. No	Description of Works	Sr.No	Job Requirements
1.	Day to day maintenance & up-keeping of intensive & extensive garden area in lawns, beds, pots, trees, hedges, edges, nursery and borders cutting & removing grass, grown up jungle, wild shrubs near boundary walls, roads & unutilized area etc, in CSIR-CRRRI Campus and MBSQ Campus.	1.	Complete maintenance of the entire CSIR-CRRRI Campus & MBSQ campus i.e lawns, trees, shrubs, hedges, herbaceous border, shrubbery border, rosary, flower bed, foliage bed, potted plants, seed and nursery, cutting & removing grass, grown up jungle, wild shrubs near boundary walls, roads & unutilized area etc, of Campus & MBSQ Campus.
		2.	Moving of lawns by lawn mower once in a fortnight or As directed by HoD Horticulture
		3.	Weeding/ Hoeing of flower beds at least once in fortnight or earlier as directed by HoD Horticulture.
		4.	The existing lawn shall be scrapped as and when required or directed by HoD Horticulture.
		5.	The scrapped surface area will be top[dressed with 20-25 mm thick layer of cow dung manure of F.Y.M or Neem cake and good earth mixture in ratio 1:3
		6.	The flower beds, winter season herbaceous border, summer season herbaceous border and pots are to be watered daily or as per requirement of plants as directed by HoD Horticulture
		7.	Spreading of cow dung manure/FYM/Neem cake/ Bone meal/ Urea/ DAP/ MOP and good earth mixture at least once in a year in lawns and at least twice in a year in flower beds or an availability of manure or as directed by HoD Horticulture.
		8.	Spreading of insecticides, Pesticides, weedicides, Herbicides and fertilizers in the flower beds and other trees/ hedges/ edges lawns and pots in lawn and nursery areas at least once in a month or earlier as directed by HoD Horticulture
		9.	Plants, Shrubs and lawns shall be watered regularly or at least once in a week.
		10.	Growing of seeding of flowering plant for seasonal flowers in bed pots, & borders at least thrice in a year.
		11.	The required maintenance will be done as per the directions given by the In-charge Horticulture or any other designated Authority.
		12.	The minimum area of 2 to 2.5 ft. around the small trees/ shrubs and 3.5 feet for big trees shall be kept free from all kinds of weeds and disease throughout the year.
		13.	The hedges shall be cut twice in a month in a proper height and shape or as directed by officer In-charge
		14.	Gap filing and new plantation of trees. Shrubs and creepers etc. with small species will be done by Contractor without any extra charges as directed by the HoD Horticulture The plants and seeds will be provided by CSIR-CRRRI.
		15.	The hedge plants shall be regularly manured with well decomposed FYM/ Neem cake or other Chemical fertilizers.
		16.	Maintenance and general upkeep of all the road side area, parks lawns of all, collection, lifting transportation and disposal of all horticulture waste as per MCD regulations (at a site identified by CSIR-CRRRI), including dead, degenerated, fallen leaves, cut grass, foliage and branches of hedges, edges, shrubs etc. in the Campus & Colony.
		17.	Light pruning, trimming, thinning etc. must be done as per the guidelines of Govt. of India/ CSIR. in consultation with the In-charge

			Horticulture. The proper maintenance of shape of the plants, trees and shrubs etc. to be kept after pruning. After pruning or clipping the pruned materials shall be disposed of at specified locations as per MCD guidelines.
		18.	Operation of pumps daily watering of lawns, beds, pots border areas etc. The pumps are located near guest house, at water storage tank in front of the main building boundary wall.
		19.	Daily maintenance of nursery (approx.. 5000 pot plants) which includes shifting of pots, potting, repotting, watering, painting and arrangement and decoration of pots/ plants in Admin Block, Director Office, Guest House, DG Bungalow, Director Bungalow, MBSQ Campus etc. and at other places as instruction by the HoD Horticulture.
		20.	Propagation of the annual/ biennial/ perennial plants.
		21.	Proper maintenance and upkeep of road and adjoining area and to ensure that these are free from grass and another waste materials.
		22.	Redevelopment/ Renovation/ Rejuvenation of old lawns.
		23.	Preparations of beds, flower beds, plating of plants, seeds, seeding, Hedges, edges, shrubs and trees etc.
		24.	Preparations, plantations and maintenance of beds, Amateur gardens, pots, hedges, edges, lawns, shrubs and trees at DG, Director's Bungalow.
		25.	Decoration and arrangement of flower vases with flower & foliage in Director Bungalow, MBSQ Campus etc. daily and at other places as instruction by the HoD Horticulture.
		26.	White washing trunks of trees, growing in the lawns, parks, grounds and avenues as directed by HoD Horticulture
		27.	Removal and uprooting of the wild vegetation of grass and cleaning near buildings, boundary walls, back side of CSIR-CRRRI Guest House and road side area of CSIR-CRRRI Campus and MBSQ Campus at least four times a year or as directed by HoD Horticulture.

CSIR-CRRI shall provide following Consumables Items for CRRI Campus and MBSQ Maharani Bagh Day to Day Horticulture work:-

Annexure-4

List of Consumables

S.No	Item Name	Qty. Required (1 trolley ~100cuf)	Frequency of Requirement
1.	Cow dung manure	10 tractor trolley	Jan-June session
		10 tractor trolley	July-Dec session
2.	Neem cake	Approx. 50 kg bag	October-Nov
3.	Inorganic manure	DAP-4bags (50kg each) Urea-2 bags (50 kg each) Potash-1 bag (50 kg each)	October
4	Insecticide Chloropyrophos	01 liter	Per month basis
5	Imidacloprid	01 liter	Per month basis
6	Fungicide	08 kg	Per quarter basis
7	Terracotta	100 Kg	25 Kg Per quarter basis
8	Lime for trees painting	100 Kg	25 Kg Per quarter basis
9	Earthen Pots	400 No.	100 No. Per quarter basis
10	Seasonal Plant	Chrysanthemum seedling	200 no's
		Dahlia seedling	400 no's
		Petunia seedling	500 no's
		Marigold seedling	500 no's
		Kochia seedling	200 no's

13. General Condition of Contract:-

1. The contractor shall not subcontract the work(s).
2. The assigned jobs shall be performed by trained personnel's having skill in horticulture work, operating of lawn mower, brush cutter, tractor, trimming of plants, cutting of plants, preparation of flower pots, plantation, operation of pest control machine, tractor, hydraulic trolley loading & unloading etc. Minimum 40 no. of manpower (03 Skilled & 37 Semi-Skilled) will be required on per day basis.
3. Contractor will ensure that the personnel's employed in contract are physically fit and above 18 years and in sound health condition; CSIR-CRRI reserves the right to ask for health certificate of workers to be provided by contractor at his own cost/under ESI empaneled dispensary/hospital.
4. Contractor need to fulfill statutory compliances of Municipal Corporation/ Nagar Nigam / State Govt. or GOI Instruction (whichever is applicable) collection of waste, garbage, dust, transport from CSIR-CRRI and its safe disposal, on daily basis at the cost of the agency. The CSIR-CRRI will not allow any garbage heaps at any place in the premises. It will be the duty of the tenderer to dispose it off/handover to Nagar Nigam authorized agency; failing which penalty may be imposed and the penalty would be at the discretion of the Director of CSIR-CRRI.
5. Contractor need to arrange at its own cost for trolleys or other movable, immovable machinery or equipment's to move the garbage from the Institute premises to authorized place, any payment that may be payable to the Nagar Nigam for using their malba dumping grounds in the area/vicinity shall be borne by contractor.
6. The contractor shall keep a complaint register with his supervisor, which should be maintained and it shall be shown for verification to Nodal person/Sr. CoA and authorized representative of CSIR-CRRI when asked for. All complaints shall be attended to immediately by the Agency.
7. The rates to be quoted should be included cost of each and every item including transportation cost, manpower cost and taxes etc. The CSIR-CRRI shall not bear any extra charge on any account whatsoever, viz. EPF contribution, ESIC, Uniform etc.
8. All the consumables Items Provided by CSIR-CRRI mentioned in **Annexure-4**.
9. Manpower employed in contract duration shall wear proper uniform and personal protection equipment's (PPE) provided by contractor at his own cost.
10. The work will be periodically checked by the nodal officer/Sr. COA/In-charge/ HoD Horticulture of the work or any person authorized by the Director, CSIR-CRRI based on certain objective criteria and suitable guidelines issued by the institute.
11. The Director, CSIR-CRRI reserves the right to cancel or reject all or any of the tender without assigning any reason.

12. Any act on the part of the tenderer to influence anybody in the CSIR-CRRI is liable to rejection of his tender.
13. Every worker so engaged by the contractor shall wear appropriate uniform of standard quality and a badge wearing his/ her name, while on duty. It is the responsibility of contractor to make sure all of deployed worker in CSIR-CRRI wearing proper uniform and badges. The non-compliances will be liable to deduction of penalty from bill as fixed by the Director, CSIR-CRRI, New Delhi.
14. At the end of every month the performance will be assessed and Director, CSIR-CRRI has the right to replace the personnel, if assessed performance is not found satisfactory.
15. Re-employment of Council employees/staff (presently or ex-) or their family members must be avoided.
16. Contractor has to maintain, register/ electronic record of muster roll, register of wages, register of deductions, register of overtime, register of fines, register of advances, wages slip as per prescribed format of the Contract Labour (Regulation & Abolition) Central rules, 1971 and must be produced to CSIR-CRRI authorities on demand.
17. It must be ensured by Contractor that No employees without statutory compliances (adequate wages, ESI, EPF, Bonus etc) shall be deployed in contract work at CSIR-CRRI premises under any circumstances. Contractor may be liable for penalty as decided by competent authority for non-compliances of Contract labour act, 1971.
18. All liabilities arising out of accident or death while on duty shall be borne by the contractor. Contractor shall indemnify and hold the Department/ CSIR-CRRI harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/ services under the contract provided by the contractor.
19. The contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Department/ CSIR-CRRI and shall not knowingly lend to any person or company any of the effects of the Department/ CSIR-CRRI under its control.
20. The contractor shall be responsible to maintain all property and equipment of the Department/ CSIR-CRRI entrusted to it. Any damage or loss caused by contractor's persons to the Department/ CSIR-CRRI in whatever shape would be recovered from the contractor.
21. That in the event of any loss occasioned to the Department/ CSIR-CRRI, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Department/ CSIR-CRRI, the said loss can claim from the contractor up to the value of the loss. The decision of Director, CSIR-CRRI will be final and binding on the contractor.
22. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/ fines. The concerned contractor or his / her authorized representative personnel shall attend the court as and

when required.

23. The contractor has to produce a Labour License and will submit a copy of License to CSIR-CRRI within 30 days from the date of issue of the letter of award of contract to the contractor. The contractor shall ensure that the Horticulture staff shall not be engaged in manual scavenging practices and shall not take part in any staff union and association activities or form any union / Association.
24. The Department/ CSIR-CRRI shall not be providing residential accommodation to any of the personnel of the contractor; however suitable space for storage of tools, spares, materials needed in washing/ cleaning purposes shall be provided to the agency.
25. The Department/ CSIR-CRRI shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract.
26. **The Department/ CSIR-CRRI does not recognize any employee- employer relationship with any of the workers of the contractor.**
27. If as a result of post payment audit any overpayment/ underpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered/paid by the contractor.
28. The contractor shall disburse the wages to its staff deployed in the Department/ CSIR-CRRI every month through ECS/NEFT/RTGS or any online mode.
29. The reimbursement of bills/ invoice must be supported with proof of payment of wages, ESIC, EPF and GST by contractor and must be submitted to CSIR-CRRI in the first week of every month.
30. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. Department will deduct Income Tax (TDS@2%) at source under Section 194-C of Income Tax Act from the contractor and GST-TDS@2%. The contractor shall keep the CSIR- CRRI fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
31. Specialized cleaning drive must be carried out so that entire boundary wall of campus remains clearly visible. CCTV camera/ electric poles, telephone poles are not hidden/covered of any wild grass/ trees branches. It must be ensured no wild growth of grass in any pucca floor or walls (applicable for Area not covered in any other contract)
32. EMD will be liable to be forfeited if the Contractor selected for the work fails to sign the formal Agreement or fails to start the work on the date stipulated in the work order. Fifty percent of the EMD will be forfeited in case the contractor modifies the Tender after the Price Bid is opened.
33. That the Contractor shall disburse the wages to his personnel only through e-payment by the 8th of every month and distribute the Pay slips on the next working day/within 10th of every month.
34. The Contractor has to issue to the employee's IDENTITY CARD with their photos and shall also maintain relevant registers.

35. The Director, CSIR-CRRI, New Delhi reserves the right to amend the scope of work and NIT any reasons thereof.
36. The Contract is initially for a period of ONE YEAR, from the date of commencement of work which may be extended for further period on the same terms and condition depending upon the satisfactory performance and approval of the competent authority.
37. The Director, CSIR-CRRI, New Delhi reserves the right to accept or reject any or all the tenderers without assigning any reason whatsoever and his decision shall be final and binding on the Contractor.
38. If at any later date, It is found that the documents and certificates submitted by the contractor are forged or have been manipulated, work order issued to the contractor shall be cancelled and performance security shall be forfeited without any claim what so ever and the contractor is liable for action as appropriate under the extant laws.

14. REQUIRED DOCUMENTS FOR E-TENDERING:-

The Technical Bid should consist of the following documents, to be attached as PDF file online before opening of tender. All documents must be self-attested and must have signature of issuing authorities with clear name & designation and address of issuing authority:-

01.	EMD (Earnest Money Deposit) @ 2% amounting to Rs.2,88,255/- or Proof of Exemption from payment of Earnest Money (EMD), If any to the registered MSE is as per Government of India guidelines and producing the certificate of registration of firm under MSE, Govt. of India and providing similar nature of work/ Service. MSE /NSIC exempted bidders must enclose Self-Attested Bid Securing Declaration in the prescribed format as per Annexure-5 or company's letter head.
02	Address proof for registered office / branch office of company / firm located in Delhi / NCR.
03.	Self-attested copies of <u>Experience Certificate of successfully completed works indicating work completion period</u> issued by the concerned authorized awarding agency/ department for providing Horticulture, lawn Maintenance and allied works in CSIR laboratories/ Offices of Central Govt./ Offices of State Govt./ Offices of Semi Govt. Bodies/ Autonomous Bodies/ Public Sector Undertakings/ Govt. National Laboratories or Govt. Institutes/ Govt. Hospitals during the last 05 years. From the last date of month proceeding the month in which tender is Invited as per the detail given below:- <ul style="list-style-type: none"> ● Three (03) Horticulture services Contracts each amounting to 40% of estimated annual cost i.e. Rs. 57,65,094/- <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> ● Two (02) Horticulture services Contracts each amounting to 60% of estimated annual cost i.e. Rs. 86,47,641/- <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> ● One (01) Horticulture services Contracts each amounting to 80% of estimated annual cost i.e. Rs. 1,15,30,188/-
04.	Self-attested Copy of valid Registration No. of the Firm/Agency
05.	Self-attested copy of PAN card of Company/Proprietor.
06.	Self-attested photocopy of GST Registration Number of the firm/ agency.
07.	Self-attested photocopy of valid EPF Registration number
08.	Self-attested photocopy of valid ESIC Registration number
09.	Self-attested Copy of Annual turnover Certificate in the last 03 consecutive Financial Year amounting to Rs 35,00,000/- (Rupees Thirty Five Lakh) or more per year, certified by Chartered Accountant.
10.	Self-attested Copies of Audited Balance Sheet, Profit & Loss Account statement and Income Tax Return (ITR) filed by Firm/ Agency in the last 03 Financial Years.
11.	Self-Attested Undertaking in the prescribed format as per (Annexure-7)
12.	The contractor has to submit self-attested declaration about fraud and corrupt practices in the prescribed format as per (Annexure-8)

14. VALIDITY OF BIDS:

- i. The Bid shall remain valid for acceptance for a period of 90 days from the last date of submission of tender.

15. OPENING AND EVALUATION OF TENDERS:

- i. The Tender Opening Committee duly constituted by CSIR-CRRI will open the Technical Bids online on **GeM Portal**.
- ii. The bid of any bidder who has not complied with one or more of the conditions of the tender prescribed in the terms and conditions will be summarily rejected.
- iii. Conditional tender will also be summarily rejected.
- iv. Subsequently, the selected technical bids will be evaluated by the Committee constituted by CSIR-CRRI.

FORMAT OF CONTRACT AGREEMENT

NAME OF WORK: ANNUAL CONTRACT FOR MAINTENANCE & UPKEEPING OF HORTICULTURE SERVICES AT CSIR-CRRI, DELHI-MATHURA ROAD, NEW DELHI-110025 AND MAHARANI BAGH STAFF QUARTER, NEW DELHI-110065

This AGREEMENT made on ----- day of ----- between COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act, 1860 and having its office at " Anusandhan Bhawan", Rafi Marg, New Delhi (hereinafter referred to as CSIR) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

AND

----- (hereinafter referred to as Contractor which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART. WHEREAS the CSIR is desirous of giving a Annual Contract for Maintenance & Up Keeping of Horticulture services at CSIR-CRRI, Delhi-Mathura Road, New Delhi-110025 and Maharani Bagh Staff Quarter, New Delhi-110065. which is a constituent unit of CSIR (hereinafter referred to Lab./Instt.) and whereas the Contractor has offered to "Annual Contract for Maintenance & Up Keeping of Horticulture services at CSIR-CRRI, Delhi-Mathura Road, New Delhi-110025 and Maharani Bagh Staff Quarter, New Delhi-110065. "on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provision of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses etc. and the Contractor shall report the compliance thereof to the CSIR. The Contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR-CRRI has agreed to award the contract of work for "Annual Contract for Maintenance & Up Keeping of Horticulture services at CSIR-CRRI, Delhi-Mathura Road, New Delhi-110025 and Maharani Bagh Staff Quarter, New Delhi-110065. " hereinafter mentioned as work assigned details of which are given at **Annexure -1, 2 & 3'**

AND WHEREAS the Contractor has agreed to furnish to the Lab/Instt., as Security deposit of Rs.....(Rs.....) by way of Bank Guarantee or Fixed Deposit Receipt.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under :-

A. GENERAL CONDITIONS

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above 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-CRRI shall accrue/arise implicitly or explicitly.
2. That 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 CSIR-CRRI or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise CSIR-CRRI for further streamlining their system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Director of the CSIR-CRRI or the officer designated by the Director in this respect from time to time.
3. That the Director of the CSIR-CRRI or any other 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. That 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 CSIR- CRRI in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director of the CSIR-CRRI in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

1. That the Contractor shall carefully and diligently perform the work assigned to him as mentioned at Annexure-1,2 & 3 as deemed fit by him in consultation with the Director, CSIR-CRRI or his nominee.
2. That 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 performance of their duty.
3. That the Contractor shall submit details, such as names, age, proof of identity etc. of the person deployed by him in the premises of the CSIR-CRRI. 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.
4. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.
5. That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR-CRRI and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Employer's

Liability Act, 1938, Employment of Children Act, 1938, Maternity Benefit Act and /or any other Rules/regulations and/or statutes that may be applicable to them.

6. That the Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR-CRRI indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or of these, the CSIR CRRI shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payments.
7. That the Contractor shall make the payment of wages, etc. to the persons through Online transfer/NEFT/RTGS etc. and shall on demand furnish copies of wage register/muster roll, etc. to the CSIR- CRRI for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour laws, having regard to the duties of CSIR-CRRI in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970.
8. That the Contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at CSIR-CRRI 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 will be withheld till submission of required documents.
9. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR- CRRI.
10. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director, CSIR-CRRI a sum as may be claimed by CSIR-CRRI.
11. That the Security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss/damage if any sustained by CSIR-CRRI on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
12. That the security deposit will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.
13. That the Contractor shall keep the CSIR-CRRI indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the

same. In case CSIR-CRRI/CSIR is made party and is supposed to contest the case, the CSIR- CRRI 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- CRRI on demand. Further, the Contractor shall ensure that no financial or any other liability comes on CSIR- CRRI in this respect of any nature whatsoever and shall keep CSIR-CRRI indemnified in this respect.

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

C. **CSIR's OBLIGATIONS**

- a) That in consideration of the services rendered by the Contractor as stated above, he shall be paid a service charge as quoted in the Financial Bid/ Price Bid on monthly basis. Such payment shall be made on the basis of the bills completed in all manner raised by the Contractor and duly certified by the officer designated by CSIR-CRRI in this regard. The contractor must pay the wages, ESIC, EPF, GST and other statutory dues first from his own pocket and later on claim reimbursement from CSIR-CRRI subject to submission of valid proof of all payments and the reimbursement bills complete in all manners.
- b) That the aforesaid amount has been agreed to be paid by CSIR-CRRI to the Contractor.
- c) That the payment on account of enhancement/ escalation charges on account of revision in wages by the appropriate Govt. (Govt. of India) from time to time shall be payable by the CSIR-CRRI to the contractor.
- d) That the CSIR-CRRI shall reimburse the amount of GST, if any, Paid by 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.

D. **PENALTIES / LIABILITIES**

1. That 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.
2. That 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, CSIR-CRRI 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.

E. **COMMENCEMENT AND TERMINATION**

1. That this agreement shall come into force w.e.f.....and shall remain in force for **a period of One year**. This agreement may be further extended for one year with such terms and conditions , successful performance of the contractor.

2. That this agreement may be terminated on any of the following contingencies:
- a) On the expiry of the contract period as stated above
 - b) By giving one month's notice by the CSIR-CRRI on account of
 - i) Committing breach by the Contractor of any terms and conditions of this agreement
 - ii) Assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of CRRI
 - 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.

F. ARBITRATION

- 1. 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 Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
- 2. 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.
- 3. Subject to aforesaid provisions, the Arbitration and Conciliation Act, 1996 and the rules made thereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of
Contractor

For and on behalf of
Council of Scientific and Industrial-
CRRI, New Delhi. Research

1. _____
2. _____

1. _____
2. _____

Counter-signed by: _____
CoFA/ FAO of CSIR-CRRI, New Delhi

Technical Bid**Check list for Technical Bid****1.0: Name of work:-**

ANNUAL CONTRACT FOR MAINTENANCE & UP KEEPING OF HORTICULTURE SERVICES AT CSIR-CRRI, DELHI - MATHURA ROAD, AND NEW DELHI AND MAHARANI BAGH STAFF QUARTER, NEW DELHI.

Sr. No	List of documents to be uploaded	Details with Page No.
01.	EMD (Earnest Money Deposit) @ 2% amounting to Rs. 2,88,255/- or Proof of Exemption from payment of Earnest Money (EMD), If any to the registered MSE is as per Government of India guidelines and producing the certificate of registration of firm under MSE Govt. of India and providing similar nature of work/ Service MSE/ NSIC exempted bidders must enclose Self-Attested Bid Securing Declaration in the prescribed format as per Annexure-5 or company's letter head.	
02	Address proof for registered office / branch office of company / firm located in Delhi / NCR.	
03.	Self-attested copies of <u>Experience Certificate of successfully completed works indicating work completion period</u> issued by the concerned authorized awarding agency/ department for providing Horticulture, lawn Maintenance and allied works in CSIR laboratories/ Offices of Central Govt./ Offices of State Govt./ Offices of Semi Govt. Bodies/ Autonomous Bodies/ Public Sector Undertakings/ Govt. National Laboratories or Govt. Institutes/ Govt. Hospitals during the last 05 years. From the last date of month proceeding the month in which tender is Invited as per the detail given below <ul style="list-style-type: none"> ● Three (03) Horticulture services Contracts each amounting to 40% of estimated annual cost i.e. Rs. 57,65,094/- OR ● Two (02) Horticulture services Contracts each amounting to 60% of estimated annual cost i.e. Rs. 86,47,641/- OR ● One (01) Horticulture services Contracts each amounting to 80% of estimated annual cost i.e. Rs. 1,15,30,188/- 	
04.	Self-attested Copy of valid Registration No. of the Firm/Agency	
05.	Self-attested copy of PAN card of Company/Proprietor.	
06.	Self-attested photocopy of GST Registration Number of the firm/ agency.	
07.	Self-attested photocopy of valid EPF Registration number	
08.	Self-attested photocopy of valid ESIC Registration number	

09.	Self-attested Copy of Annual turnover Certificate in the last 03 consecutive Financial Year amounting to Rs 35,00,000/- (Rupees Thirty Five Lacs) or more per year, certified by Chartered Accountant.	
10.	Self-attested Copies of Audited Balance Sheet, Profit & Loss Account statement and Income Tax Return (ITR) filed by Firm/ Agency in the last 03 Financial Years.	
11.	Self-Attested Undertaking in the prescribed format as per (Annexure-7)	
12.	The contractor has to submit self-attested declaration about fraud and corrupt practices in the prescribed format as per (Annexure-8)	

Bid Securing Declaration Form

Date: _____
Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification, if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

ANNEXURE-6**WORK EXPERIENCE**

The bidder must attach self-attested copies of **Experience Certificates i.e Work award letter and successful completion certificate** in respect of Horticulture Services provided by them in 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 Manpower Agency has provided Horticulture services (Name & Designation of Issuing authority should clearly be mentioned)	Amount (Rs.)	Year of Work	From	To	Enclosed Page No.

(Signature of the Authorized Person)
Name:

Stamp:

Annexure-7

(On the Letter Head of the Bidder)

UNDERTAKING

I _____ age _____ Years is resident of
.....do hereby solemnly stated on oath that, I am sole
proprietor/Owner/Power of attorney holder of the firm/Company

1. That my firm/company is presently not black listed/ Debarred by any Central Govt./State Govt./Autonomous bodies/PSU's/ CSIR or its laboratories etc.
2. That the firm/company is not under any liquidation, Bankrupt, Court receivership or similar proceedings.
3. That I have submitted online tender for providing Horticulture services at CSIR-CRRI office campus, New Delhi-110025 and CSIR-CRRI Staff colony at Maharani Bagh, New Delhi-110065 on Gem-Portal.
4. That I/we abide by the **provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time.** I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government of NCT of Delhi from time to time and shall be fully responsible for any violation.
5. That I have carefully gone through, read, thoroughly studied and understood all terms & conditions, specifications included in the tender document (Tender form, Detail Tender Notice, Conditions and Specifications). I hereby accept all these conditions. I agree to abide by the terms & conditions, Specifications laid down in the tender document.

Name:
Address:
Signature of the Tenderer:
Date:

ANNEXURE – 8

SELF DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

I/We certify that during the last 3 years, I/we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public/ private authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise, any Government, Central or State or CSIR & its Laboratories;
- b) We have taken steps to ensure that in conformity with the provisions against Corrupt Practices and no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicated or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the contract or which relates to a grave offence that outrages the moral sense of the community.
- d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- e) We certify that, we are remitting statutory dues/ taxes regularly to Government and no default was made in this regard.
- f) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature of authorized person
Name & Designation with office Seal