

**TENDER DOCUMENT FOR GARDEN MAINTENANCE SERVICES**

**NATIONAL CENTRE FOR CELL SCIENCE**

**An Autonomous Institution of the  
Department of Biotechnology,  
Government of India**

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**TENDER DOCUMENT**

**A GENERAL CONDITIONS:**

1. The contract will be initially for a period of one year and agreement will be signed by both the parties within 15 days from the date of issue of work order / letter of intent for which Agency will submit non judicial stamp paper of Rs.100/- The contract can be terminated during the operative period by giving one month's notice in writing by either party. Contract can be extended further for two year, if services are found satisfactory.
2. The Centre reserves the right to terminate the said contract at any time on the ground of unsatisfactory services rendered by the agency or on any other ground detrimental in the interests of the Centre. The Centre will be the sole judge in this regard. The decision regarding whether the maintenance is effective / proper/ timely etc., shall rest with Centre. If the Administration of NCCS observes that the garden maintenance is not upto the satisfactory level, then the contractor has to take extra efforts to maintain the garden area utmost neat and clean without any additional cost.
3. The agency will not transfer or assign or share benefits of this agreement with any other party or and will not assign it to anyone else in part or in whole.
4. The agency has to give guarantee for all actions, suit, proceedings, losses, costs, damages, charges, claims and demands, if any, arising out of the execution of the contract.
5. Any dispute arising out of the terms of this contract on the interpretation of any clause herein shall be settled by mutual discussions between the nominated authorities of the Centre and the authorized representatives of the agency. The Director, National Centre for Cell Science, will be final authority in resolving such disputes and his decision will be binding on the Agency. In case the Directors decision as refer to in clause no.2 is challenged the dispute will be referred to arbitration.
6. The agency will co-operate and maintain cordial relation with all other agencies working at NCCS.
7. Proper, effective, fruitful and timely maintenance of the landscape by the agency shall be the essence of the contract.
8. To the extent possible mechanized/automated equipments will be used for its operations and the Agency will be required to engage trained manpower and will be solely responsible for accident, if any arising while using the same.

9. The agency will submit the copies of the Registration Certificate, licenses, ESI, PF Registration Certificates, Income Tax clearance certificate, Service Tax Registration etc., as applicable to NCCS immediately after accepting the offer.
10. Monthly wages of the workers should be disbursed in the presence of the representatives of the Centre as per the attendance record. The centre is however, not liable or responsible.
11. Electricity and Water shall be supplied by NCCS free of cost. Rates quoted should be inclusive of all taxes VAT/ Sales TAX/ LBT etc. and no claim shall be entertained on this account. However, wastage will be penalized.
12. Statutory tax like service tax shall be reimbursed to agency on production of documentary evidence of having duly paid the tax.
13. Director reserves the right to accept or reject any or all quotations without assigning any reasons.
14. All formalities and procedures prescribed under the Contract Labour Act, Minimum Wages Act, Bonus Act, PF Act, ESI Act and other related Acts should be strictly adhered to. National Centre For Cell Science having responsibility as Principle Employer should be fully protected from all encumbrances. The necessary registers, forms, returns etc. required as per the law are to be maintained by the contractor and should be available for inspection by the National Centre for Cell Science and Government Authorities at any time.
15. The Agency must attach the copies of all the documents showing PF, ESI with code numbers and also latest copies of PF (6A, 12A) challans and ESI returns.
16. Adhering to the payment of wages as per Minimum wages and other benefits as Applicable to the workers of the agency, shall be the exclusive responsibility of the Agency and persons so employed by the Agency shall have no claim whatsoever on the Centre.
17. The agency can submit bills once in a month by 1<sup>st</sup> day of every month and Payment of verified and approved bills will be made within 10 days from the date of receipt of the bills. Agency should make payment to its workers on or before 10<sup>th</sup> day of the Month in presence of the authorized officer of the Centre without fail, irrespective of receipt of monthly bills from the Institute. All deductions due to the Centre shall be made from such bills.
18. The statutory payments such as Bonus, Leave with Wages, etc. will be paid as and when due and on submission of the bill by the Agency.

19. The payment towards increase in the special allowances / variable Dearness Allowance / Basic minimum wages etc. and consequent increase in all relevant payments will be made on submission of the bills duly supported by the Government orders to that effect, with permission of the competent authority.
20. On award of work the agency shall deposit with the Centre Performance Security Deposit of 10% of one year work order cost in the form of Bank Guarantee which shall bear no interest. This deposit shall be paid by way of Bank Guarantee /demand draft within 15 days from the date of the award of contract in an acceptable form safeguarding interest of NCCS.

The performance Security Deposit will be released to the Agency within a period of two months after completion of the contract and after fulfilling the liabilities if any.

21. The statutory tax payments, if any, over and above the monthly compensation claimed except the newly introduced taxes, by the Government during currency of the contract, will be borne by the agency.
22. Income Tax at source as applicable will be deducted while making every payment to the Agency, as per rules.

**B. EMPLOYMENT OF WORKERS/SUPERVISOR :**

1. The appropriate payment of wages and other benefits to the employees of the agency shall be the EXCLUSIVE RESPONSIBILITY OF THE AGENCY and persons so employed by the AGENCY shall have NO CLAIM whatsoever on the Centre.
2. The Agency should issue identity cards to their employees, which they should always carry with them and make available for inspection to the centre at any time.
3. The Agency will engage **1 Supervisor** (Skilled worker) and **5 Gardeners** (Unskilled workers) to work in the Garden of the centre every day between 08:00 am to 04:30 pm on all six days of the week. Sunday will be observed as weekly off; however, weekly off is subject to change depending upon the requirement of the Institute. Absence or deploying less persons shall be liable for penal recovery from monthly bills.
4. None of the employees of the agency will have any right to utilize various facilities offered by National Centre for Cell Science, Pune to its staff and visitors/guests/students.

*NCCS - Garden Maintenance Services*

5. The Agency shall be solely responsible for injury, if any, caused to his workers/Supervisors while working on NCCS premises and will meet all demands, requisitions and directions given by the Director NCCS. The Centre shall not be held responsible for any claim in the event of sustaining any injury, damage, death or loss either to the person or property of the Agency either inside or outside of the Centre's premises
6. The Agency should ensure absolute presence of all the workers as agreed upon for smooth and efficient execution of the work through Monday to Saturday.
7. At the time of employment all the contract workers should be medically checked by the Agency. Fitness reports have to be produced to the centre.
8. A full time supervisor is to be engaged by the Agency, who will take full responsibility for ensuring the timely services of the garden maintenance and interact with Administration of the Centre from time to time. The proprietor should pay minimum one visit in a week to inspect the Garden area of NCCS.
9. In case of lapses / misconducts on the part of the workers of the Agency, immediate suitable disciplinary action should be taken by the Agency against the defaulting workers. The agency should necessarily inform the institute about the change, if any, in the constitution of their firm / company. In case the centre notices objectionable conduct, the centre will have the right to order exists of such person and expel him/her from the premises of the centre.
10. The workers / staff of the Agency have nothing to do with the Centre and shall have no presumptive or express right of absorption in the services of National Centre for Cell Science, Pune. In order to give effect to this, agency shall incorporate suitable clause in the appointment orders to be issued to workers/staff to be engaged at the centre.
11. In case the workers engaged by the agency have any grievances, the same should be resolved by the agency without creating any disturbance in the centre. Under no circumstances agitational means are to be resorted to by the workers of the agency. On the expiry of the contract the agency undertakes the responsibility to leave the premises in peace with all the workers without creating any disturbances to the Centre. The agency will be solely responsible if the workers misbehave or create problems to the Centre.
12. The Centre has a right to recover the amount from the Agency towards the damages, if any, caused to the men, machine and property of the Centre during the contract period.

**C. SCOPE OF CONTRACT:**

1. The Agency shall be responsible for maintaining grounds, gardens, vegetation, plants and all environmental features and other landscape areas in good condition in the complex. The work shall consist of maintaining the existing established landscapes, including lawns, hedges, trees, flower beds, shrubberies, rock islands and play fields by watering, manuring, mowing, weeding, rolling, sweeping etc. and keeping the gardens/grounds in good condition. The decision whether the condition of the landscape is good or otherwise shall be decided by the administration.
2. The agency will arrange all the time sufficient tools such as lawn mowers, Saw, Hose pipes, Bamboo Baskets, dusters, rollers, axes, scissors, equipment such as spray Pumps etc. required for satisfactory maintenance of the garden area during the period of the contract. The contractor will be provided with lockable storing space at the site of work for storage of tools, equipments etc. and he has to make his own security arrangements for locking the same.
3. The agency shall carry out the work expeditiously, judiciously, economically and according to the instructions given by officials nominated by the Centre.
4. The agency should be responsible for maintaining the entire landscape of NCCS around 30,000 sq. ft area which includes premises in and around laboratory buildings, Guest House, Director's Bungalow, Hostel, Residential colony.  
The agency should ensure beautification at Road side, Security Main Gate premises and do periodical painting of tree steams etc. in the complex and alongside the approach road.  
The agency should arrange flower pots, ornamental plants etc. at the time of important meetings and visits of dignitaries in NCCS as and when required.
5. The contractor shall provide all the necessary safety equipments, devices, uniform, safety shoes, gum boots, goggles, masks, Hand-gloves, raincoats etc. to the worker at his own cost; from time to time.

**D. GARDEN MAINTENANCE**

1. Water lines with suitable outlets for watering the gardens and play grounds shall be provided by the Centre. The garden contractor shall put water for lawns, plants, trees, hedges, flower beds, shrubs etc every day during the prescribed hours. Care shall be taken to avoid excessive watering, wastage of water and damage to the tender plants and flower beds.
2. The Contractor will put required sprinklers for effective use of water at various places in the lawns.

3. The lawns provided at different levels, slopes and areas are to be periodically mowed by lawn mowers or grass cutting shears / knives as instructed by the Administration.  
The agency shall ensure that rolling of lawns is carried out periodically by hand driven roller to make the surface even. Any one of three hand driven rollers (weighing 150 kgs, 200 kgs and 300 kgs) will be arranged by the agency at its cost.
4. All unwanted grown plants are to be weeded out along with their roots. All the weeds hidden under the grass or otherwise shall be removed to ensure that no weeds are left which may show up within a fortnight of the weeding, to the satisfaction of the Administration. Weeds, if any, grown on the walls and in other parts of the buildings are to be removed by the contractor from time to time, by carrying out timely supervision and the agency has to take care of plants, flowers, lawns, flower beds, trees etc. and to keep them away from insects, pests and diseases.
5. The hedges should be cut periodically and maintained in good shape all the time.
6. The soil near the plants shall have to be loosened by breaking the clods, removing unwanted vegetation, dressing up the areas to the required slopes and shapes as per instructions of the Administration.
7. Landscape earth required for the routine maintenance shall be brought from outside the premises conforming to the following specifications. Landscape earth shall be loamy, properly screened to suit the type of plant (coarser for weeds and shrubs and finer for lawns) containing adequate amount of fertility and free from perennial weeds, stones and pebbles. Utmost economy is to be observed while purchasing soil and other garden items.
8. Manure, Fertilizers, Pesticides & Poyata Soil will be provided by the Centre. The agency shall apply the fertilizers and insecticides to the lawns, shrubs, trees, flower beds etc. as per dose recommended under the Horticulture guidelines.
9. All unwanted plants, mowed grass, dry leaves etc. are to be removed and dumped into the pits. The pits are required to be dug by the agency as per instructions of the Administration. The unwanted branches of shrubs, trees, leaves etc. should be clipped, removed and disposed off from time to time by using it for preparing compost fertilizer.
10. Landscapes, water drains, taps, manhole covers and any other permanent fixtures forming a part of the garden areas will be considered as part of landscape areas for the purpose of maintenance. The contractor has to keep these permanent fixtures neat and clean by sweeping, removing any vegetation growing on them and washing them with water to keep them clean, so as not to spoil the general appearance of the garden areas. Wild/unwanted growth of bushes / plants

specially after rainy season shall be removed/ uprooted. The uprooting should be done from roots such that growth at the same place does not take place.

11. The Agency should be able to develop and maintain new lawns hedges trees, plants, flower beds etc. in Laboratory premises and Housing colony area as per the instructions of the Administration.
12. All internal road will be kept clean and free of obstacles.

**E. RATES / QUOTATION:**

1. The bidder has to quote in Annexure 'A' (available in the Tender Documents) and statutory charges (with documentary proof in its support) and service charges. The bidder has to claim the Service Tax as revised by the government from time to time.
2. The completed Tender in the Annexure 'A' duly accompanied by EMD in the form of DD drawn in the name of Director, NCCS, Pune payable at Pune with attested copies of all the essential documents mentioned therein should reach to the institute before the due date. The Quotations received late and without EMD will be rejected summarily.
3. EMD is liable to be forfeited if the successful Agency fails to under take the work from the stipulated date. The EMD amount of all the bidders will be returned to them without any interest on award of the contract to the successful Agency.
4. The tender should be valid for 90 days from the date of its opening.
5. The party should have Average Annual Turnover of at least of Rs. 6 Lakh for last 3 years for having carried out the similar nature of work. Parties having Annual turnover less than Rs. 6 Lakhs need not submit their quotations as it will be rejected summarily.
6. The Centre will pay the minimum rates of wages to Skilled Workers / Unskilled Workers as promulgated by Dy. Labour Commissioner (Central) Mumbai vide Order No. B-27(1)/09-E-1 dated 13.04.2009 as per State Government rates per month as applicable w.e.f. 01.01.2009 as under or **as amended from time to time**.

Sr. No.	Wages / Allowance	Skilled Worker	Unskilled Worker
1.	Basic Wages	Rs. 4950.00	Rs. 4750.00
2.	Special Allowance / Variable DA	Rs. 2898.70	Rs. 2898.70
<b>Total</b>		<b>Rs. 7848.70</b>	<b>Rs. 7648.70</b>



7. The centre will pay the following allowances on basic wages and special allowance / DA to all the contract workers :-

<b>Sr. No.</b>	<b>Wages / Allowance</b>
1.	H.R.A. (5%)
2.	P.F. (13.61%)
3.	E.S.I. (4.75%)
4.	Payment of Bonus (8.33%)
5.	Payment of Leave (6%)

8. The parties are requested to quote Service charges in percentage in the quotation form.
9. The Service Tax is payable as per the prevailing rates and it will be revised as per Government of India orders from time to time in this regard.
10. Any correspondence in this regard will form part of the agreement to be executed with the successful bidder.
11. The Centre reserves the right to modify any of the conditions as and when required, with mutual understanding with the agency.

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**QUOTATION FORM**

Sub : Format for Garden Maintenance Service Contract

Sr.No	Name of the item	Details
1.	Complete address and phone nos. of the firm.	
2.	Name of the contact person with Designation	Shri. _____
3.	Licence No. under Contract Labour (Regulation & Abolition) Act, 1970, if any	
4.	Registration No. under Bombay Shops & Establishment, Act 1948.	
5.	Total number of years completed in the market since its inception (Attach proof)	Total ____ Years, since _____
6.	PAN of the proprietor / firm (Attach copy of the latest I.T. return.)	Proprietor: PAN : Firm : PAN :
7..	Provident Fund Code No. with 6A and 12 A Certificate (Attach proof)	
8.	E.S.I. Code No. and last 6 monthly return submitted to ESI (Attach proof)	
9.	Service Tax Registration No. (Attach proof)	
10.	Names and addresses of the two well known persons, who recognize you.	1. _____ 2. _____
11.	Whether a list of present Organisations where you are providing Garden Maintenance Services is attached ?	Yes / No

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12.	Total workers to be engaged for the Garden maintenance:-		
		Supervisor (Skilled) 1	Gardener (Unskilled) 5
13.	Monthly prescribed Minimum Wages payable as per State Government rates.	Category of the contract workers.	
		Supervisor(Skilled)	Gardener (Unskilled)
(A.)	I. Basic Wages (Attach documentary evidence)	Rs. 4950.00	Rs. 4750.00
	II. Special Allowance / Variable DA (Attach documentary evidence)	2898.70	2898.70
	<b>Total A</b>	7848.70	7648.70
(B)	I. H.R.A. (5% of A)	392.435	382.435
	II. P.F. (13.61% of A)	1068.21	1040.99
	III. E.S.I. (4.75% of A)	372.81	363.31
	IV. Payment of Bonus (8.33% of A)	653.80	637.14
	V. Payment of Leave Wages(6% of A)	470.92	458.92
*	VI. Washing Allowance per worker		
*	VII. Other Statutory Payments, if any (e.g. : _____ and its % ( _____ ) (Attach Govt. order/rule copy, in support)		
	<b>Total B</b>	2958.18	2882.80
	<b>Total A+B</b>	10806.88	10531.50
*(C)	I. Service Charges on A + B ( _____ % )		
	<b>Sub Total A + B + C</b>		
(D.)	I. Calculate the Service Tax @12.36% on the sub total of A + B + C		
	Total A + B + C + D		
	Grand Total	Rs. _____ (in number) (Rupees. _____ )	

These rates are minimum and indicative.

It is however, clearly understood as between the parties that the responsibility of payment and extension of facilities of the employees is the Exclusive responsibility of the contractor and the employer shall in no way liable or answerable.

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In case the employer happens to incur any cost or liabilities, the contractor shall compensate the employer fully.

Note : 1. Uniforms of good quality are to be provided by the Contractor at his cost to all the Contract workers engaged by him.

2. \* To be quoted by the bidders

Signature :

Seal of the firm :

14. Any other relevant information:-

I have gone through the terms and conditions of the enclosed tender documents and the same are acceptable to me. I know that the Uniforms of good quality are to be provided by me at my cost to all the Contract workers engaged in this contract. I have given the above quotation after visiting / confirming the garden area under maintenance, in NCCS complex.

Place: PUNE Signature :

Date: Name of the proprietor:

Seal of the firm :

Encl.:-'

A. Details of the enclosed DD of Rs. -----/- towards EMD: D.D. No. \_\_\_\_\_  
Date: \_\_\_\_\_ is enclosed.

B. Copies of the documents tick Marked as ( ) hereunder, have been attached:-

- Encl.: ( ) 1. Copy of the latest Income Tax Return / Clearance certificate.  
( ) 2. Copy of Registration Certificate under Bombay Shops & Establishment Act 1948, if any.  
( ) 3. Copy of License from Regional Labour Commissioner (Central) under contract Labour (Registration & Abolition) Act 1970 already obtained, if any.  
( ) 4. Proof showing P. F. code No. with 6A, 12 A Certificates.  
( ) 5. Proof showing E.S.I. code No. with copy of last six monthly return submitted to ESI.  
( ) 6. Copy of Registration certificate for Service Tax.  
( ) 7. Clearance certificate for Professional Tax.  
( ) 8. Proof showing existing monthly minimum wages payable as per state Govt. rules.  
( ) 9. Proof showing existing special allowance / variable D.A.  
( ) 10. List of present Clients with their latest phone numbers; with names of the contact persons and copies of agreements if any.