

INSTITUTE FOR DEFENCE STUDIES AND ANALYSES**No 1 Development Enclave, Rao Tula Ram Marg, Delhi Cantt, New Delhi – 110 010****TERMS AND CONDITIONS**

1. The rates quoted should include the cost of material, manpower, garbage disposal and statutory components i.e EPF,ESIC & Bonus,etc. excluding GST, if any. The rates quoted for the work will be firm for the period of one year. IDSA will not be responsible for any changes of rules and increase in cost of material, during the contract period. **Any increase in minimum wages during the period shall also be kept in mind while bidding.**

The total cost including manpower, material, Uniform and garbage disposal will be taken into consideration before finalizing the contract. **The (09) gardeners will be considered under unskilled and (01) supervisor in semi-skilled category.**

2. Quoting less with respect to violation of Minimum wages Act, Contract Labour Act, Govt. of NCT Delhi, Ministry of labour and Employment order and other statutory provisions shall be liable for disqualification. No communication will be entertained in this regard. The EPF, ESIC & Bonus,etc. Minimum wages are mandatory and should be as per the latest notification of Govt. of NCT Delhi at the time of opening of financial bid.

- (i) The contractor should ensure payment of existing minimum wages as per Minimum wages Act. 1948 as revised from time to time to the staff deployed by him. Non-adhering to the said Act will result in cancellation of contract, forfeiture of Performance Bank Guarantee (PBG) and appropriate administrative action.
- (ii) The amount of EPF, ESI, and Bonus shall be quoted strictly as per prescribed government rates. However, payment for this statutory obligation will be made with monthly bills on production of documentary evidence to the effect that the same has been deposited by the contractor in the concerned account of the individual deployed by him. The contractor shall also abide by the provisions of Child Labour (Prohibition and Regulation) Act, 1986.
- (iii) The contractor shall arrange for such facilities as provided for in the Contract /Labour Act for the welfare and health of the staff members employed for the work.
- (iv) **Responsibility for payment of wages** – The contractor shall ensure payment of wages to their workers through cheque/ECS and also to upload this information on their website and in case the contractor does not have his own website in that case the requisite information be uploaded on the website of the principal Employer i.e IDSA on monthly basis as per payment terms.

3. **Register and records to be maintained.** Register of Wages cum Muster Roll of persons employed. The details in register will be signed /authenticated by a representative of IDSA.



4. The proposal shall clearly indicate the cost including manpower, material, Uniform & garbage disposal, all statutory components and service charges. The material, seasonal plants / flowers and seeds to be supplied, must be in accordance with the scope of work including all terms & conditions of the tender document.

5. The manpower deployed as gardeners should be as indicated in terms of number and while quoting, one supervisor should also be deployed to oversee the overall work and shall be available at the Institute during working hours. The working hours of each Gardener / Supervisor shall be in accordance with the labour legislation / laws.

6. **Duration Of contract:** The contract shall be valid for **One year from the date of signing of contract** which will be subject to further extension at the discretion of the competent authority before expiry of the contract as mutually agreed terms and conditions, subject to satisfactory performance as per minimum wages of Govt. of NCT Delhi latest notification for the that period or as may be agreed to. **The contract can be cancelled unilaterally by the institute in case service is not rendered satisfactorily.**

7. **Uniform.** The conservancy staff deployed by the contractor shall be in distinct/neat uniform consisting of shirt/trouser/shoes with logo of firm embossed. In order to maintain neat and clean uniforms all times, two sets of uniforms are to be issued to each employee per annum.

8. **Police Verification.** Contractor shall be responsible to ensure that the staff employed by him are security cleared by Police Station of the respective worker's residential address. Police verification is to be submitted for all employees at least 10 days prior to commencement of work or before any person is replaced. The Contractor shall also ensure that no person employed by him had been/ is involved in anti-state activities.

9. The assignment of Arboriculture Services under the scope of this tender document is **PURELY JOB WORK** in nature and manpower deployed by the vendor shall remain on his pay rolls. The vendor shall be solely responsible for the payment of wages to them directly on monthly basis as per minimum wages notified by the Govt. of NCT of Delhi and amount claimed towards various statutory components shall be deposited by him with appropriate authorities. The vendor shall maintain relevant records as per statutory requirements. The vendor shall keep, at all times, indemnify IDSA against any loss or damage suffered in the event of failure to adhere to the provisions of statutory enactments.

10. The attention of bidders is invited to Annexure "C" with respect to services to be provided. Annexure "C" also give details about the area available, number of trees, seasonal plants / flowers requirement and other covered/open areas as per the SCOPE OF WORK. The bidders are advised to personally inspect the premises on any working day and contact the designated official for quoting a realistic and comprehensive financial bid.

11. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit



(EMD) along with their bids. While submitting the bid, the vendor shall deposit Earnest Money of **Rs. 50,000/-** by demand draft / PO favoring "**IDSA**" payable at New Delhi. No other mode of remittance shall be accepted. EMD is to remain valid for a period of 90 days beyond the final bid is accepted. 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. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered MSME, etc. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. The bidders found without EMD are liable for outright rejection.

12. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, IDSA may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained. Clarification regarding tender document & work may be sought before submitting the quotations. No letters will be entertained after opening the bids / last date of submission of tender. Firms who communicate after opening of the bids, their bids will be rejected.

13. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

14. **Performance Guarantee.** The Bidder shall be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government for a sum equal to 10% of contract value. Performance Bank Guarantee shall be valid up to 60 days beyond the satisfactory completion of contract.

15. The selected vendor shall ensure timely availability of all **pesticides / insecticides, seasonal plants / flowers / seeds etc** and shall take instructions directly from the designated officials in respect of the operational activities. If the vendor will not supply the consumables, the same shall be procured by IDSA and amount will be deducted from the monthly bills.

16. The vendor shall ensure that the Gardeners are to attend the job as per the staggered time schedule as intimated beforehand. The number of Gardeners mentioned in the tender document should be deployed fully and any laxity / deviation in this regard shall be viewed seriously and regular laxity may result in termination of the work order.

17. **Payment terms:** The selected vendor shall submit the bills alongwith the required certificates of statutory components, **on a monthly basis**. The bills, if found in order in all respects, will be processed for release of payment within 30 days after receiving of the bills. Bills should consist of following documentary evidence for processing:-

- (i) Complete attendance details with muster rolls as per Labour Act.



- (ii) Proof of payment of wages for the previous month as per the Minimum wages notified.
- (iii) ESIC, EPF, bonus, etc payment copy of the previous month.
- (iv) GST payment copy of the previous month.
- (v) All payment will be made subject to Tax Deduction at source, if applicable as per rules.
- (vi) Payment details of employee alongwith bank transfer or cheque payment detail. IDSA reserves the right to deduct amount from the bill towards compensation for unsatisfactory service as provided under the contract.
- (vii) Uploading details of workmen employed, wage being paid and other statutory records maintained by employer on his website or IDSA's website by submitting details on monthly basis.

18. The selected vendor will not accept any directions / instructions either verbal or written from any staff member of the Institute unless the same are issued by Estate Manager or the authorized official with regard to work assigned to the vendor.

19. The Services are to be offered by the vendor on all days of the year except Republic day (26th January), Independence Day (15th August), Gandhi Jayanti (2nd October) and Holi Festival. However, one day weekly off by rotation will be given individually (amongst the existing manpower) as per labour law preferably on Saturday / Sunday.

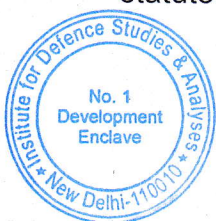
20. The successful bidder will be fully responsible for the safety and security of his staff deployed for work at the IDSA complex. IDSA will not be responsible, in any circumstance, for any accident / injury or any other damages occurring while performing Arboriculture activities of his workers under the terms at the Institute's premises. If required, the vendor may take necessary insurance cover of his employees working at the Institute's complex.

21. The agreement / work order can be terminated by either party after giving Three month clear notice in writing, failing which the security deposit shall stand forfeited. During the period of such notice, the performance of work shall not hamper and both parties continue to abide by their respective obligations. On termination of the contract for any reason whatsoever, the selected vendor will remove their men and material immediately from the premises of IDSA.

22. Notwithstanding the provisions of Clause-21, the work order shall be liable to be terminated forthwith by the Institute at its sole discretion in the event of contravention of terms and conditions as stipulated above. The terms "CONTRAVENTION" shall include acts of commission as well as omissions.

23. The vendor will deploy **one Supervisor & nine Gardeners** at the Institute. However, the number of manpower can be reduced & increased suitably as required by the Institute. Institute also reserves the right to alter / modify the scope of work, terms and conditions, etc.

24. The average annual turnover of the firm should not be less than Rupees Twenty Five Lakhs during the last three financial years. The firm should comply with all the statutory requirements as stated in the technical bid.



25. The firm should not have been blacklisted / debarred in any manner by any Govt. Department. A declaration on a stamp paper of Rs. 10/- should be uploaded/attached with the technical bid as per **Annexure B Part III**.

26. The Institute reserves the right to have a panel made out of the successful tenderers. If the selected vendor fails to accept the job or leaves the job in the middle of contract period, or declines to accept the award due to any reasons, the next higher bidder in the panel may be offered the work order. However, the validity of the panel will be same as the period of award of contract to the selected vendor. If, the second in panel is offered the job, the contract period for him will be the remaining period as per the work order of the first awardee of the contract. If the successful bidder in the beginning declines to accept the award or not ready to provide the Arboriculture services, the EMD deposited by him shall be forfeited.

27. In case of any dispute, the matter will be referred to sole arbitratorship of the Director General, IDSA or his nominee and his decision will be final and binding to both the parties.

28. The selected vendor will also be fully responsible for the **damages, if any caused** to the assets, property of the Institute by his workers while on duty or otherwise at the Institute. The Security staff of the Institute will be authorized to search your employees at the time of their leaving the premises of the Institute after performing their duties. The vendor shall indemnify the Institute for any loss / misappropriation by his gardeners while on duty and failure in this regard could result in filing of **CIVIL / CRIMINAL** proceedings against the vendor apart from termination of the contract.

29. **Disposal of collected garbage.** The selected vendor will arrange disposal of collected garbage preferably on a weekly basis or even before as need be. The vehicle for disposal will be arranged by the vendor at his own cost. IDSA holds no responsibility for the place to dispose the garbage. This is explicitly made clear that grass / leaves / torn out plants should be removed from all over the campus and thrown at the garbage point on a daily basis. The tentative number of tipper trucks (**Tata/Eicher 709**) to be used for garbage disposal may be **forty (40) during the contract period of one year**. A penalty of Rs. 500/- per day will be imposed and would be deducted from bills, if garbage disposal is not done in an efficient manner and delayed more than a week after intimation. Further, the garbage may be lifted by hiring another service provider and the actual amount will be deducted from monthly bills, if not lifted by the vendor.

30. The vendor has to arrange for cleaning of Bee hives / red flies or nests whenever appeared in any part of residential building as part of the contract. No additional payment will be made in this regard.



31. Evaluation of Service Charges, Materials & Uniforms:

(a) The quoted amount shall including wages for 01-Supervisor and 09-gardeners for one year which may include the various components like Stationary, Cost of two set of Uniforms, Shoes & apron including disposal of garbage etc. Per year for all staff and all statutory components like EPF, FSIC & Bonus etc.

(b) The tenders of the firms quoting unreasonably low service charges cost of materials & Uniforms and standard statutory components issued by Delhi Govt. will not be entertained/rejected.

31.1 Penalty: For convenience various penalties enforceable on breach of contract terms & conditions are summarized as under:-

(i) Not wearing of approved uniform while on duty Rs. 150/-per person/incident. The penalty amounts shall double at the end of every three such defaults.

(ii) Found chit-chatting, mobile chatting, smoking, chewing pan, unwarranted loitering in corridors etc. Rs. 100/-per person/incident. The penalty amounts shall double at the end of every three such defaults.

32. Consumables.

a) The following consumables shall be supplied by the vendor as a part of contract and no extra payment shall be made by IDSA for these Items:-

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| (i) | Fertilizers / Manure - | 06 Trolley of size ((9"x6.5"x6")in year |
| (ii) | Urea and DAP | - 50 Kgs (Each) in year |
| (iii) | Variety of Seeds | - As per requirement |
| (iv) | Pesticides / Insecticides | - 05 Ltrs per month |
| (v) | Shrubs/plants/Grass/Trees/Creepers | As per requirement |
| (vi) | Seasonal flowering plants / saplings | As per requirement |
| (vii) | Farm implements | - As per requirement |
| (viii) | Geru for coloring of pots | - 05 Kgs per month |
| (ix) | Nylon Rope / Iron wire | - 200 mtrs bimonthly |
| (x) | Appropriate tools | - As and when required |
| (xi) | PVC 25 mm dia Hose pipe | - 1000 mtrs twice in year |
| (xii) | 02 Electric Grass cutting machine & 01 Manual Machine | |
| (xiii) | Appropriate carts | - 01 No. |
| (xiv) | Mud /PCC pots | - 100 pots (12" & 10 "-Each) during the year |
| (xv) | Artificial plants for office of DG & DDG (to be changed occasionally) | |
| (xvi) | Hedge trimmer and Bush cutter – 01 Each (petrol/diesel if required as per requirement) | |

b) Other consumables / spare parts / accessories apart from the aforesaid list shall be purchased by the contractor from the OEM and / or authorised dealer as approved and the cost of same will be reimbursed as per actual on production



of original bills by the vendor with 10 % service charges and the relevant payment shall be made along with monthly bills.

c) A Register shall be maintained at site to record the consumption of consumables as mentioned in clause 32 (a) above, or as approved by the Estate Manager. The consumables brought as per clause 32 (b) above may also be recorded and produced, when required. The Estate Manager reserves the right to reject any consumables which do not conform to the required specifications.

33. Force Majeure. Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within (01 day) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Work order.

34. Dispute Resolution.

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Principal Secretary / Secretary (of the Administrative Department), Government of NCT of Delhi.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

35. Jurisdiction of Court. The courts at Delhi / New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

