



मूल कोशिका विज्ञान एवं पुनर्योजी औषधि संस्थान (डीबीटी-ईनस्टेम)
जैव प्रौद्योगिकी विभाग, भारत सरकार के अधीन स्वायत्त संस्थान
**Institute for Stem Cell Science and Regenerative
Medicine (DBT- inStem)**

AI under Department of Biotechnology, Govt. of India

जीकेवीके पोस्ट, बेल्लारी रोड, बैंगलोर 560065 -
GKVK Post, Bellary Road, Bangalore, 560065, India



E-TENDER NOTICE

Tender Document

For

“inStem- Annual Maintenance Contract for Horticulture Maintenance and Landscaping for the year 2024-25”

inStem/Maint(Civil)/15011/6/NieT- 74/2024-25 DT. 22.08.2024





NieT- 74

**inStem- Annual Maintenance Contract for Horticulture Maintenance and Landscaping
for the year 2024-25.**

Tender Notice Number: inStem/Maint(Civil)/15011/6/NieT- 74/2024-25 DT. 22.08.2024

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	<p>मूल कोशिका विज्ञान एवं पुनर्योजी औषधि संस्थान (डीबीटी-ईनस्टेम) जैव प्रौद्योगिकी विभाग, भारत सरकार के अधीन स्वायत्त संस्थान Institute for Stem Cell Science and Regenerative Medicine (DBT- inStem) AI under Department of Biotechnology, Govt. of India जीकेवीके पोस्ट, बेल्लारी रोड, बैंगलोर 560065 - GKVK Post, Bellary Road, Bangalore, 560065, India</p>	
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NOTICE INVITING E-TENDER

E-TENDER NOTICE NO.: inStem/Maint(Civil)/15011/6/NIEt- 74/2024-25 DT. 22.08.2024


E- tender in single stage two-cover system (Technical & Price bid) are invited on behalf of The Director, inStem from the eligible contractors who have executed similar nature and magnitude of works, in respect of the work as detailed below up to 11:00 Hours on 03/09/2024.

A. Details of Tender:

1. **Website Url:** <https://dbt.euniwizarde.com> .Bidders are advised to follow the instructions provided in the “Instructions to the participating bidders” in Section No. C of this NIEt.
- 2.
3. **Name of the work:** “inStem - Annual Maintenance Contract (AMC) for Horticulture Maintenance and Landscaping for the year 2024-25 “

4. Brief details of Tender:

1.	Estimated cost (ECPT)	Rs. 33,25,260.00 (including GST @ 18%)
2.	Earnest Money Deposit	Rs. 66,505.00 (Sixty-six thousand five hundred and five rupees only). <i>To be paid through E-payment/NEFT in E-wizard portal or any other instrument indicated in the part-D of this NIT.</i>
3.	AMC period	12 months (extendable for maximum one more year).
4.	Tender fee	NIL
5.	Tender processing fee	As per charges mentioned on e-tender portal
6.	E-tender uploading date and time	22/08/2024 @ 15:00Hrs
7.	Date of Pre-Bid Meeting	29/08/2024 @ inStem - Civil Engg office
8.	Date & Time of tender closing for submission	03/09/2024 @ 11:00hrs
9.	Date of opening of technical cover	03/09/2024 at 15:30 hrs onwards
10.	Opening of the Price bid cover	Will be communicated separately


**Incharge – Senior Engineer
DBT-inStem**

B. Eligibility, Evaluation and Award Criteria:

The Bidder shall meet the following eligibility criteria and submit the relevant documentary evidence. The bid received without documentary evidence shall summarily be rejected.

- i) Bidders should submit Copies of valid registration details under the civil works / building maintenance or any other related category with Government organizations / Semi-Government organizations of State or Central Government or Public sector undertakings or Autonomous bodies of State or Central Government.
- ii) Turnover: Average annual financial turnover should be at least 30% of the estimated cost put to tender during the immediate last three consecutive financial years. The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at a simple rate of 7% per annum.
- iii) Profit/loss: The bidders should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets (balance sheet in case of private/public limited company means its standalone financial statement and consolidated financial statement both), duly audited and certified by the Chartered Accountant.
- v) Similar nature of work experience: The Bidders should have satisfactorily completed in the last seven years in his own/firm name, at least one similar nature of work cost not less than of **Rs. 26.60 lacs** or two similar works of each cost not less than **Rs. 19.95 lacs** or three similar works costing not less than **13.30 lacs**.
- vi) Similar nature of work means: The bidder should have satisfactorily carried out Horticulture Maintenance and Landscaping work for Premier Research Institutes/ Universities/ Public Sector Undertakings (PSUs) institutes/ Multinational Companies (MNCs) etc .
- vii) The Bidders should submit copy of EPF, ESI and Department of Labor Registration certificates issued by appropriate authority
- viii) Certificate of Registration for Goods Services Tax (GST).
- ix) Banker's Certificate from a Commercial Bank or Net worth Certificate: Banker's Certificate of the amount equal to **Rs. 26.60 lacs**, or Net worth certificate of minimum **Rs. 3.33 lacs** issued by certified Chartered Accountant with UDIN.

- x) Affidavit in the following format on the bidder's company letter head shall have to be uploaded in the technical cover:

"I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of the institute, then I/we shall be debarred for bidding in institute works in future forever. Also, if such a violation comes to the notice of the institute before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee".

(Note: Work executed as a sub-contract or joint venture will not be considered for eligibility/ evaluation.)

The Bidder should submit the details of such completed works, in support of having completed these works, the Bidder should submit copies of the completion certificates from the owner companies indicating the name of work, the description of work done by the Bidder, value of contract executed by the bidder, date of start, date of completion (contractual and actual), value of the material supplied by the client. **If required, the evaluation of technical offers opened will be done with inspection of works executed by the bidders by the inStem committee.**

Evaluation and award of work: The technical offer of all the participants will be evaluated initially and the price offer of those participants who secures minimum marks and gets eligibility (ref. annexure-1 for eligibility scoring matrix), will be considered for further evaluation. Finally, the work will be awarded to the bidder whose offer was found to be the lowest and responsive bid.



**Incharge – Senior Engineer
DBT-inStem**

C. INSTRUCTIONS TO THE PARTICIPATING BIDDERS

The intending bidders must read the terms and conditions of this NIET carefully. Bidder should only submit the bid if considers himself/herself eligible and is in possession of all the documents required.

The bid should be submitted through e-Wizard portal (<https://dbt.euniwizarde.com/>) only and in the standard formats uploaded in the portal. Any other form of submission and change in the departmental formats will not be acceptable and summarily rejected.

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids. A bidder shall be deemed to have full knowledge of the system 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/she has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the contract.

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (<https://dbt.euniwizarde.com/>)

1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enroll on the e-Procurement module of the portal <https://dbt.euniwizarde.com> by clicking on the link "Bidder Enrolment".
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

- f) After registration send mail to Helpdesk: helpdeskeuniwizarde@gmail.com for Account activation.
- g) As per portal norms Registration Fee will be applicable.

2. TENDER DOCUMENTS SEARCH

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender; in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

4. BID SUBMISSION

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated

in the tender document.

- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- i) As per portal norms Tender Processing Fee will be applicable.

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

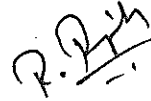
6. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552,

9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623,
9355030628,8800526452,9205898228,9122643040,9355030604,eprochelpdesk.01@gm
ail.com, eprochelpdesk.44@gmail.com , eprochelpdesk.06@gmail.com

- c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- d) All payments should be done through e-Wizard Payment gateway.
7. **Bid Validity:** The offer submitted shall be valid for minimum 75 days from the date of the submission of the tender.

For site visit and for any queries please contact Senior Technical Officer-inStem, Civil Engineering office, GKVK campus, Bellary Road, Bengaluru-560065.Ph:080-6194-8166/8168 Email : krakshith@instem.res.in , rajesh@instem.res.in



Incharge – Senior Engineer
DBT-inStem

D. INFORMATIONS TO THE PARTICIPATING BIDDERS

1. **Security Deposit:** 2.5% of total value of the work done will be withheld as security deposit. The recovery on this account will be made from each running bills and final bill. The security deposit recovered will be released after successful completion of the defect's liability period.
2. **Performance Guarantee:** The successful Bidder has to submit the performance guarantee for an amount of 3% of his / their tendered amount in the standard form prescribed in tender document. This performance guarantee will be returned to the contractor after the due date from the satisfactory completion of the work, providing the work has been carried out in accordance with the agreement provision and the same is not forfeited for any reason.
Note: In the case of PG amount is less than or equal to Rs.50,000/-, it has to submitted in the form of FD/DD/TDR/Banker's cheque and PBG form is not acceptable.

In the case where PBG amount is more than Rs.50,000/- along with the above instrument, PBG form will also be accepted. In the case of PBG submission, it shall be in the format annexed along with this tender document. Further, the successful bidder shall have to ensure that PBG issuing bank sent an SFMS to the inStem institute bank and details of the SFMS sent should be recorded on the BG. The details of the inStem bank may be obtained with the office of civil engineering on receipt of the LOA.
3. **Defects Liability Period:** Twelve (06) months from the date of completion of work.
4. The Director, inStem does not bind herself/himself to accept the lowest or any other tender and reserves the authority to reject any or all tenders without assigning any reason. All the tenders, in which any of the prescribed conditions are not fulfilled or incomplete, in any respect, are liable to be rejected.
5. This Notice Inviting Tender (N.I.T) along with its annexures such as information and instructions to the participating bidders shall form the part of the agreement.
6. The Director, inStem reserves the right to postpone the tender issue date, submission /opening date and to accept or reject all your tenders without assigning any reason.
7. The successful Bidder on the acceptance of his tender by the inStem shall within Ten (10) days from the stipulated date of start of the work, shall sign the formal contract.
8. The Bidder should ensure that rates quoted should appear only in the price schedule document and nowhere else, otherwise, the tender is liable to be rejected.
9. The Director, inStem reserves the right of accepting the whole or part of any tender and Bidder shall be bound to perform the same at the rate or amount quoted.
10. The successful Bidder shall be required to execute an agreement with the inStem

for carrying out the work as per the agreed conditions. The cost of stamp paper for the agreement shall be borne by the contractor as per the state stamp act

11. The General conditions of contract of CPWD - GCC 2023 (maintenance works) with all the latest amendments and schedule annexed with this tender shall be applicable and form part of this work agreement. The annexed schedule shall be read as part of the CPWD-GCC-2023 (maintenance works) . The CPWD-GCC can be found and available for download in the link below [https://cpwd.gov.in/Publication/GCC CON Misc 29 Maintenance Works 2023.pdf](https://cpwd.gov.in/Publication/GCC_CON_Misc_29_Maintenance_Works_2023.pdf)
12. The rates shall be quoted inclusive of all taxes, worker welfare cess, levies etc. except GST, which shall be indicated separately at the end of the offer and as such nothing extra shall be payable.
13. Applicable deductions towards Income tax, workers welfare cess shall be deducted as per rules in force in each bill.

14. **Earnest Money deposit**

It may be noted that, on confirmation of availability of the EMD in the technical bid stage as per prescribed form, shall only be considered for opening of the bid further and all others without EMD will be rejected.

16.1. **Mode of Deposit Earnest Money:**

The Earnest Money is accepted only in the following forms:

- I. Banker's Cheque of a Commercial Bank
- II. Account Payee Demand Draft of a Commercial Bank
- III. Fixed Deposit Receipt (FDR) of a Commercial Bank
- IV. Insurance Surety Bonds
- V. Bank Guarantee from a Commercial Bank.
- VI. E-payment at E-wizard portal

Note : In the case of EMD in the form of (I) to (V), the original instrument of the EMD shall be submitted to the office of Civil engineering, inStem on or before the due date and time of opening the tender. If valid EMD not received on or before the opening of tender, the tender will be summarily rejected.

- 16.1.1. The FDR is pledged in favour of The Director, inStem, Bengaluru. It is in the tenderer's own interest to keep the FDR valid as long as it is required.
- 16.1.2. If the banks are closed on the last date of submission of tenders, the date is postponed suitably.
- 16.1.3. The MSME firms registered in NSIC under PP policy are exempted from payment of EMD for supply of goods and services only. Bidder should submit valid MSME UDYOG AADHAR MEMRANDOM.

16.1.4. The Bank Guarantee including e- Bank Guarantee submitted as a part of Earnest Money is valid for a period of 90 days for single bid works and 180 days for two bid systems or more from the date of submission of the tender.

16.2. Refund of Earnest Money:

The earnest money of all the tenderers except the lowest tenderer is refunded immediately in the same form as bidders submitted:

- (a) after the expiry of stipulated bid validity period or
- (b) immediately after acceptance of the successful bidder, whichever is earlier.

16.3. Forfeiture of Earnest Money:


1. If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the institute within 7 days after last date of submission of bids, then the institute shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
2. If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the institute after expiry of 7 days after last date of submission of bids, then the institute shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
3. If a contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited to the institute automatically without any notice.
4. In case of forfeiture of earnest money as prescribed in Para (1) and (2) above, the bidder shall not be allowed to participate in the re-tendering process of the work.



Incharge – Senior Engineer

DBT-inStem

PERFORMANCE EVALUATION REPORT OF TENDERERS - ANNEXURE-1			
Name of Work: inStem- Annual Maintenance Contract (AMC) for Horticulture Maintenance and Landscaping for the year 2024-25			
	Attributes	Marks distribution	Min. Eligibility
(i)	Financial Strength	(20 Marks)	
	(a) Average annual turn over (last 3 years)	16 Marks	(i) 60% marks for minimum eligibility criteria turnover (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) - on pro-rata basis
	(b) Bankers /Networth Certificate	4 Marks	
(ii)	Experience in similar class of works	(30 Marks)	(i) 60% marks for minimum eligibility criteria turnover (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) - on pro-rata basis
(iv)	Performance of works (Quality)	(30 Marks)	
	(i) Outstanding	30	
	(II) Very good	25	
	(III) Good	20	
	(iv) Poor	0	
(v)	Registration certificates	(10 marks)	
	Registration certificate from department of labour	2	
	ESI/PF/ESI Registration	4	
	GST registration	4	
(vi)	Man power Deployment plan	(10 marks)	(i) 60% marks for minimum personnel deployment as indicated in the tender (ii) 100% marks for twice the minimum personnel availability as indicated in the tender In between (i) & (ii) - on pro-rata basis
	TOTAL	100	
Note :- To qualify Tenders should obtain (1) Minimum Of 50% of marks in each attributes and (2) aggregate marks of minimum 60% is required for qualification.			


Incharge – Senior Engineer
DBT-inStem



INSTITUTE FOR STEM CELL SCIENCE AND REGENERATIVE MEDICINE

(Autonomous Institute of the Department of Biotechnology)

NCBS, GKVK Campus, Bellary Road, Bangalore – 560 065

Phone: 23666359 / 23666354 - Fax: 23636662

Scope of Contract

- i. The Contractor will, for the time being, provide services at the Institute for Stem Cell Science and Regenerative Medicine (inStem), TIFR-NCBS Campus, GKVK, Bellary Road, Bangalore – 560 065 and as per the details laid down in the following annexure:
 - 1) General conditions of contract
 - 2) Special conditions of contract
 - 3) Scope of work
 - 4) Statutory Obligation.
 - 5) Under taking by the tenderer
 - 6) Annexures
 - 7) Price bid
- ii. The details of rates and the number of personnel required for carrying out the work shall be indicated by the Contractor in the Annexure 'III'.
- iii. Once the Work Order is issued, the Contractor will receive instructions from an Officer designated for this purpose (Engineer-In-Charge / Officer-in-Charge) or his authorized nominee and the Contractor hereby undertakes to abide by his/her any suggestions/instructions, etc. as regards services covered in this contract.

GENERAL DEFINITIONS:

In the contract, the following expressions shall unless the context otherwise required have the meanings, hereby respectively assigned to them.

- i. The “Site” shall mean the land / or other places on, into or through which work/services is to be executed under the contract, or any adjacent land, path or street or plants, which work is to be executed under the contract or any adjacent land, path or street through which may be allotted or used for the purpose of carrying out the contract.
- ii. The “Contractor or service provider” shall mean the individual or firm or company, whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignee of such individual or firm or firms or company.
- iii. “Department or institute” means the DBT-inStem which invites the tenders on behalf of The Director / inStem.
- iv. The “Director” means the Director, inStem, Bangalore and his successors.
- v. The “Engineer-In-Charge” or “officer-in-charge” means the Officer or the appropriate competent authority declared by the Director, inStem, and who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Institute Director.
- vi. “inStem” shall mean the Institute for Stem-cell Science and Regenerative Medicine.
- vii. Accepting Authority shall mean the authority mentioned in Schedule – ‘F’
- viii. Excepted Risk means risks due to riots (other than those on account of contractor’s employees), war (whether declared or not), invasion, act of foreign enemies, hostilities, Civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting authority or causes solely due to user or occupation by inStem, the part of the works in respect of which a certificate of completion has been issued or a cause or a cause solely due to inStem faulty design of works.

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ix. Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard schedule of rates of the Government mentioned in Schedule – F' hereunder with the amendments thereto issued up to the date of receipt of the tender.

x. Tendered value means the value of the entire work as stipulated in the letter of award.

xi. Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

1. General Conditions of Contract

The General conditions of contract of CPWD (GCC 2023-Maintenace works) for maintenance works with all the amendments and schedule annexed with this tender shall be applicable and form part of agreement. The annexed schedule shall be read as part of the CPWD-GCC-2023 for maintenance works. The CPWD-GCC can be found and downloaded from the given link https://cpwd.gov.in/Publication/GCC_CON_Misc_29_Maintenance_Works_2023.pdf

2. Special conditions of contract

2. Quality and scope of services:

- 2.1. inStem is a research institute and holds a various garden features spread across the area of 25933.00 sqm which requires experienced man power to upkeep as part of the works contract. Please note maintenance should be in such a way that there shall not be any hindrance to the system functioning and thus campus user need.
- 2.2. The contractor shall provide the operation and maintenance services as given in the 'Scope of Work' at Clause-3 to the satisfaction of the Engineer-in-charge/officer in charge-inStem.
- 2.3. If the contractor fails to upkeep the entire campus garden features as detailed in 'Scope of Work' within stipulated time, the inStem -Bengaluru will be at liberty to execute the works through an alternate source and the charges so incurred shall be recovered from the contractor.
- 2.4. The Contractor shall appoint trained staff having a good behavior, skill, experience and maintain high standards of turn out, maintain adequate staff to ensure there is no hold up of any service for any reason whatsoever. Any deficiency in the number of staffs deployed will entail penal reduction from the compensation payable as decided by the Institute.
- 2.5. The successful Contractor as soon as the agreement is signed shall submit a list of their workmen / supervisor/ others along with copy of appointment order issued to them. As and when there is a change in the staff posted, a revised list shall be submitted along with copy of appointment order issued to the new appointee / appointees, simultaneously.
- 2.6. The Institute will not be responsible or be liable for any laws that are in force / that may come into force from time to time in respect of personnel engaged by the Contractor and Contractor will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc.
- 2.7. The Contractor shall have a supervision arrangement, who shall be supervise the contract employees, working arrangement on daily basis, maintaining the records, and interact on daily/weekly basis with Engineer-in-Charge regarding delivering the specified services.
- 2.8. It is understood and agreed that the Contractor will be held responsible for any disciplinary matters arising out of their employees and the Contractor will take appropriate disciplinary action against those employees found indulging in any act of indiscipline in Institute premises or in connection with the services referred to herein.
- 2.9. The Contractor will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from any authorized person in InStem.

- 2.10. The Contractor shall maintain proper records and returns as necessary for carrying out the work smoothly and as provided under the Contract Labour Act, Minimum Wages Act, ESI Act, PF Act, BOCW Act etc, as relevant and applicable from time to time.
- 2.11. The Contractor shall be solely responsible to comply with all legal and statutory requirements that arise out of this agreement and in respect of the employees engaged by the Contractor in fulfillment of the contractual obligations stated herein.
- 2.12. It is Contractor's responsibility to have them periodically checked medically so as to ensure that medically fit staff only is deployed for the work.
- 2.13. The Contract employees should be covered under all statutory requirements like ESI, PF, ELI, BONUS, monthly washing allowances etc. by the Contractor and the Contractor shall comply with all the formalities in this regard. Copy of challan and Schedule of Contract Employees for payment of ESI/PF/ELI, etc. will be furnished (whether running/monthly or final) by the contractor for reimbursing the same every month.
- 2.14. The Contractor shall pay wage and other allowances/benefits as indicated by the Contractor in their tender and accepted by inStem. **Such wage shall be well above minimum wages.** If there is a revision on the minimum wages, the same shall be paid by the contractor and it shall be reimbursed from the department on proof of documents.
- 2.15. The Institute will have the right to inspect/call for books/registers, documents in relation to all matters referred to, in this tender or agreed later on. The Institute will also have all rights to make recoveries from the compensation, if any that any statutory agency imposes upon the Institute due to the Contractor's non-compliance with statutory obligations.
- 2.16. The contractor shall maintain a muster role, wage register of all men employed by them and all other documents and submit it to the Institute on the 1st of every month for the previous month **or** as necessary for inspection. The Contractor shall provide all facilities for inspection /books / personnel on demand by inStem or any Statutory Authority.
- 2.17. The contractor should provide PF A/c number, ESI Card and Photo Identity Card to the contract employees posted at inStem. This should be done **immediately** but not later than one month from the date of signing joint agreement.
- 2.18. It is clearly understood and agreed upon that neither the Contractor nor Contract employees shall have any claim on employment with Institute at any point of time nor this arrangement is purely between the Contractor and the Institute for specific services for the period specified.
- 2.19. The successful Contractor shall indemnify/deemed to have indemnified the Institute for all claims/losses arising out of this tender. The Contractor is deemed to have indemnified the

Institute against any claim by any authority once the work order is awarded. In the event the Institute has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this tender, the Contractor only shall pay such claim/damages and even if the Institute is called upon to pay, such damages/penalties and or cost shall be recovered from the contractor's dues /amount payable or shall be paid by the Contractor on demand from inStem.

- 2.20. The Contractor shall follow all rules as may be existing or may be framed from time to time at inStem on all aspects covering this tender. Material movement, entry/exit of personnel, identity card, safety, etc. shall be according to procedures existing in inStem as amended from time to time.

3. Tenure & Termination

- 3.1 The contract with the Institute will be initially for a period of **03 months** and there will be a review of services at the end of three month. If the services are found to be satisfactory, the contract may be extended for a further period of **09 months**. **The Institute reserves the right to extend the contract for one more year on the same terms and conditions, if both the parties agrees.** The Institute reserve the right to terminate the Contract during the pendency of the Contract period if the performance is found unsatisfactory with a notice period of one month. Upon such termination, the subsequent consequence will be dealt as per the relevant clause in CPWD-GCC-2023 for maintenance works
- 3.2 Except as provided in Clause 3.6 below, the Contract could be terminated by either side by giving one month's notice in writing. If the notice period is not given or if a shorter notice is given by the Contractor, the entire security deposit would be forfeited. Any other costs and / or damages incurred by the Institute to maintain the services contracted to the Contractor, on account of such short notice will be deducted from the dues payable to the Contractor, or shall be paid by the Contractor on demand if such dues fall short of such costs.
- 3.3 In the case of failure to complete the contract in terms of such contracts within the contract period specified in the tender and incorporated in the contract and if such work is got done by the Institute from any party at a higher rate the Contractor shall be liable to pay the Institute the difference between existing rate and the rate of the new Contract.
- 3.4 **Risk Clause:** Notwithstanding the other terms therein, the Institute at its option will be entitled to terminate the contract and to avail service from elsewhere at the risk and cost of contractor either the whole of the contract or any part which the contractor has failed to perform in the opinion of the Institute within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof. The contractor shall be liable for any loss which the Institute may sustain by reason of such risk in addition to penalty.
- 3.5 **Insolvency and breach of contract:** The Institute may, at any time, by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events:

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(a) If the Contractor being an individual or a firm if any partner in the contractor's firm shall be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into an arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or

(b) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or

(c) If the contractor commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Institute provided also that the contractor shall be liable to pay the Institute for any extra expenditure he is thereby put to but shall not be entitled to any gain on re-tender.

(d) In the event of inadequate or unsatisfactory performance of duties by the Contractor, the Institute shall have the right to bring to the notice of the Contractor the default (s) on their part and the Contractor shall ensure that the said default (s) is / are not repeated and/or are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default (s)'s being inadequately corrected, the Institute shall have the right to immediately terminate the agreement.

3.6 Notwithstanding any other clause herein, if there is any act or omission by the Contractor or the Contract employees which jeopardizes the safety / security of the Institute including, but not limited to :

- a) Theft or pilferage of property of InStem
- b) Fire, flooding, breakage or damage
- c) Violence or physical attack on the Campus
- d) Any act or incident which may prove detrimental to the interests of InStem - the contract would be terminated without any notice. Further, the Contractor would be levied penalties, as appropriate by the deemed authority. The decision of the Institute Director shall be final in such matters.

4. Payment Terms:

4.1 Payments to the contract employees shall be disbursed by or within 7th of the succeeding month in the presence of the Engineer-in-charge / Officer-in-Charge, or any authorized officer of inStem. If 7th happens to be a holiday, payments shall be made the previous working day. The Contractor shall notify all his employees / workers of this date in their appointment order, and follow this very strictly, whether the Institute has paid the Contractor's bill or not. The payment of salary and all other benefits such as bonus, allowances including washing allowance and over time to the contract employees shall be disbursed in the presence of Engineer-in-Charge or any authorized officer of inStem.

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- 4.2 To consider as a valid invoice, the following statutory documents are to be enclosed along with the monthly invoice.
- (a) Good and Service Tax Receipt
 - (b) Employee's Provident Fund (EPF) Organisation Combined Challan
 - (c) EPF Electronic Challan cum Return (ECR) with pages showing working personnel contribution details,
 - (d) Employee's State Insurance (ESI) Transaction Details copy and pages showing working personnel contribution details
 - (e) Proof of Bank Statement on payment (e-PayOrder Details) to work force showing each worker name, account number and amount transferred.
- 4.3 There will be a deduction in monthly bill towards Income tax as applicable, Security deposit at 2.5% and workers welfare cess at 1%.
- 4.4 The Engineer-in-Charge is authorized to deduct any amounts as determined by the Director from the bill amounts due to the any deficiency in services, provided by the Contractor.
- 4.5 No claims will be entertained in respect of any discrepancy or defect of short claim if such demand is not made within 90days of payment of the final bill.
- 4.6 The Contractor shall pay any claim made by the Institute for any deficiency (both tangible and intangible) in service. Such amount may also be deducted from bills payable to the Contractor. It may be noted that the Institute shall have the right to forfeit the Security Deposit/Performance Guarantee in full or part for any due/damages caused by the Contractor. If the Security Deposit/Performance Guarantee or outstanding bills of the Contractor is found inadequate, then such monetary recoveries shall be affected from any amount payable to the Contractor against this or any other contract until the dues of the Institute are fully settled. If the claim of the Institute could not be met in this manner, the Contractor shall pay up all such claims if a demand is made by inStem.

5. Safety, Security and Insurance

- 5.1 The Contractor shall follow all security rules of the Institute and instructions received from time to time regarding personnel identity cards, material movement, etc., of the Contractor.
- 5.2 During the pendency of the agreement, the contractor shall be liable fully to compensate all concerned for any loss, damage of construction of works, construction, plant & machinery, person, property, etc. including third party risks arising due to causes attributable to the agreement. The decision of the Institute Director will be final & will be binding on both parties.
- 5.3 The Institute premises being a Secured Area, the work-force engaged for the work by the contractor, will be required to follow the security requirements such as possessing a valid

Entry Pass issued by the Service Receiver and ID Card issued by the contractor while entering the campus, maintaining high order of discipline while on duty. It should be ensured by the contractor only Indian personals between the age of 18years to 60years are deployed.

- 5.4 The contractor shall take suitable / adequate insurance policy not less than sum insured for a value of Rs.10.0lac to his personals towards meeting the liability of compensation arising out of loss of life, injury, disablement etc.at work. The documentary proof shall be furnished to the inStem before commencement of the work, failing which the contractor will not be allowed to commence the work. The policy so taken by the contractor will be reimbursed by the institute on production of proof of actual policy copy.

6. Dispute and Resolution

- 6.1 Any dispute or differences that may arise between the parties shall be referred to the sole arbitration of the Institute Director or his nominees and the Contractor shall have no right to object to the appointment of the Director or his nominee as the sole arbitrator. The decision of the arbitrator shall be final and binding on the parties. The venue for arbitration shall be Bangalore and no other place. The provisions of the Arbitration and Conciliation act, 1996 as / amended from time to time shall apply. The courts in Bangalore shall have exclusive jurisdiction to deal with any or all disputes between the parties.

7. Amendments to Work Order / Agreement:

Any amendment to the Work Order/agreement shall be valid only if both parties have agreed to such amendment(s) in writing duly authenticated by authorized personnel of both parties.

8. Engagement of Personals

- 8.1 It is fully the responsibility of the contractor to deploy experienced personals, relevant to Horticulture and landscape maintenance works, etc., as indicated in scope of work. They should be well conversant with the needs of garden features across the different season and to upkeep the entire features in a healthy and pleasant appearing condition.
- 8.2 The contractor must employ adult labour only. Employment of child labour will lead to the termination of contract. The contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities
- 8.3 Contractor shall attend to all the works as indicated in the scope of work and as part of the work item, bidders are expected asses the minimum workforce necessary to meet the works under the scope/frequency of maintenance and proposed accordingly in the annexure-1. Based on previous year experiences, an minimum workforce of Eight (08) gardeners are observed to be critical and it is expected from the bidders asses the workforce in

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consideration of the previous observations. The workers shall be of un-Skilled category, who will be capable for upkeeping the entire campus garden features. Out of assessed workforce a minimum of three (03) female workers deployment is preferred.

8.4 Supervision: It is the complete responsibility of the contractor to ensure supervision of the work and the workers engaged. It is expected to deploy one supervisor for this work and supervisor should be available at least in early morning hours on daily basis.

8.5 The contractor shall arrange an expert visit monthly twice, to inspect the entire inStem garden features, instruct/guide the workers on upkeeping of lawns, alert the department on the possible issues, diseases, anticipated damages and to advise the remedial action for correction. The contractor has to maintain the record of his visit, instructions, observations and remedial suggestions, failing to arrange the expert and to maintain the record of his/her visit will attract suitable penalty as indicated under clause-9.

Expert Qualification: The expert shall have a qualification of minimum diploma in horticulture and experience of 05 years or more in maintaining the Horticulture and Landscape features.

8.6 The contractors can specify manpower deployment strength and Equipment's they propose to adopt for this work after through studying the scope of the work and clearly understanding the same by attending the PRE-BID meeting, Site visit. The vendors shall have all their doubts cleared in the PRE-BID meeting. It is completely contractors' responsibility to fix the number of staffs required and indicated in work execution plan (ANNEXURE-1) to fulfill the requirements of inStem, which shall be well above the minimum manpower indicated.

8.7 Contractor should provide two sets of Uniforms (Shirt and pant for male workers and Saree plus apron for female workers), pair of Shoes, Identity cards, and pay monthly washing allowance etc., to the staffs deployed at his own cost. The colour and the pattern of the uniform will be decided by the Engineer-in-Charge.

8.8 If any of the staff member appointed by Contractor is found to be 'not competent', he has to be replaced by a right person within a 15 days time when instructed by Engineer- In-charge, inStem.

8.9 All the relevant documents pertaining to staff deployed, like copies of job appointment order with the contractor, address proof, photocopy of ID card etc., and other details as sought shall be provided to the inStem, by the contractor under his responsibility for the correctness.

8.10 The contractor shall deploy persons during day time preferably from 7.30 a.m to 4.30 p.m with lunch break and as per the requirement of the job. The contractor shall ensure that the persons are punctual and disciplined in performance of their duty. During the summer days, in the case watering is scheduled in the late evening time, same shall be rescheduled in consultation with the Engineer-in-charge.

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- 8.11 In no case, the contractor or his/her employees shall claim job / employment with the inStem.
- 8.12 No transport facility shall be provided for the contractor or his employees.
- 8.13 Contractor should have appropriate Government Contract License for the work / service, PF, ESIC, labour license and experience in similar field as mentioned in scope of work.
- 8.14 For carrying out job indicated in the scope of work the contractor has to make his own arrangements for men/women, consumables like petrol/diesel for lawn mowers, Brush cutters, Insecticides, fertilizers etc. tools, tackles, safety and protective gear/devices for carrying out the work.
- 8.15 As the work involved is quite specialized and continuous monitoring is required, absenteeism of the contractor's employees will not be tolerated. The Civil Engineer is authorized to make appropriate deductions in the bills for the absenteeism and non-compliance of the work. The contractor will ensure proper supervision at all times. In case of deficiency penalty will be imposed.
- 8.16 Contractor will be responsible for any act of sabotage, misdeed, indiscipline, and negligence on the part of contractor or his employees. Penalty or legal action, as decided by Director, inStem shall be imposed on the contractor.
- 8.17 It is purely contractor's responsibility to get his staff acquainted with the site condition, operation and maintenance procedure, Equipment detail, Safety devices, Scope of work etc.
- 8.18 In case Department directs the contractor to deploy any particular Workers with advice with regard to their monthly payment, contractor shall oblige and contractor's payment will be suitably adjusted based on basic rates indicated. This is applicable only for those workers directed by the department to be deployed on the job. For other workers contractor is free to fix the monthly wages acceptable to both the parties subject to minimum wages plus allowances fixed by statute.
- 8.19 Accordingly, the contractor shall present the workers that he proposes to deploy for this work and get clearance of Engineer-In-Charge. Department will evaluate their suitability for the respective work and clear their deployment. The candidate cleared by the Department only shall be deployed. Contractor shall certify as to their good antecedents and character before deploying them.
- 8.20 In case department request for services of any workers on holidays, early hours, late hours, contractor shall make suitable arrangement and the same shall be compensated on actual basis and prevailing minimum wages plus 15% contractors' profit.

9. Penalty Clause:

9.1 As the nature of work involves is maintenance of special garden features regularly and requires continuous monitoring. The manpower requirement is critical to meet the work demand and hence absenteeism of the contractor’s employees will not be allowed. The Engineer-in-Charge is authorized to make penal deductions in the bills for the absenteeism and non-compliance of the work. The contractor will ensure proper supervision all the time.

Sl.No.	Description	Penalty
1	If the number of workers deployed are less than indicated in work execution plan (Annexure-1)	@ Rs.778 per worker per day @Rs.300 per supervisor per day
2	Staff not in uniform /without ID Card	@ Rs.50 per worker per day
3	Misbehaviour by the staff	@ Rs.500 per incident with warning If such misbehaviour continued, those staff will have to be removed and replaced with suitable staff.
4	Theft, damage of material/ surface	Penalty for recovery on actuals and removal of staff from employment (This is in case of theft)
5	Non-attending work in time. For being late more than 3 times, shall be considered as leave	Penalty @ Rs. 778/- for every occurrence and employee
6	Repair of equipment	Equipment to be repaired within 72 hours. Otherwise penalty of Rs. 500 shall be levied daily
7	Any staff deputed by the contractor found smoking and/or chewing tobacco in the inStem Campus	Rs.500/- per occasion with a continued such behaviour then removal of staff
8	Non- payment of minimum wages & any other statutory wages to the workers as per the Central minimum wages act, PF, Insurance act, bonus act etc	1.First month: The bill will not be paid to the contractor. 2.Second month: Institute will arrange to pay directly to the workers and this will be notified to the regional labor commissioner. 3. Three months and more: Action to terminate the

		contract will be made without further notice. The compensation will be made as contemplated in the SCC/GCC in the case of termination.
9	Non-arrangement of Expert visit	@ Rs.1500/visit of absent and this will be immediately reflected on the subsequent monthly bills.

9.2 **Non- Compliance of work:** In the event of failure of compliance of awarded work in stipulated time penalty will be imposed as per double of actual expenditure incurred in attending to the same by another Agency.

9.3 **Deterioration of Garden features:** The contractors with the aid and advise of the expert have to maintain the entire inStem garden features in healthy, disease free and pleasant appearance condition. Any sign of deterioration omitted by the agency and not informed (both damage and remedial suggestion) well in advance to the department and later any such deterioration observed by the department will attract the suitable penalty of rectifying the same at the cost of the agency.

9.4 The total penalties should not be more than 10% of the contract value. If the penalty is 10% of the monthly bill for three consecutive months, then the contract is liable for termination.

9.5 Any accident due to negligence in following of safety procedures is purely at the responsibility of Contractor. Department is not responsible for any accidents/damages/death. Safety of all the staff of the Contractor is the sole responsibility of the Contractor.

10. INTERPRETATION:

10.1 These Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract (CPWD).

10.2 The Notice Inviting Tender, General Conditions of Contract (CPWD), Drawings& the bidding documents comprising of Special Conditions of Contract, Price Bid Document & Telegram of Intent/Letter of Intent shall form part and parcel of the Agreement.

10.3 Notwithstanding, the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementaryto and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

10.4 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of the Special Conditions ofContract shall

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be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy or variations prevail.

11. General

- 11.1 The Scope of work mentioned in the schedule is only indicative. The Institute reserves the right to increase or decrease the quantum of work. The contractor shall execute the work on the same terms and conditions throughout the period of agreement.
- 11.2 The contractor or his supervisor shall meet the designated Officer of the Institute to receive instructions/the details of issues / complaints to be attended and after attending to these complaints, a report on the same has to be submitted to the concerned Officer.
- 11.3 The Contractor shall ensure that no contract employees nor anyone from his side use the InStem transport to come to the work spot or return. The Contractor shall use available emergency services like medical help and emergency vehicles of InStem in the event of any accident or emergency to his employees, though all responsibility for such accidents and any injury / death and or loss / damage will fully rest with the Contractor.
- 11.4 The type of works & priority of works to be carried out on day to day basis or will be have to be decided by the agency in consultation with the Engineer-in-charge/inStem official and Contractor shall arrange the sufficient manpower for execution of the jobs as said by the Engineer-in-Chage/inStem official.
- 11.5 No advance payment for the above work will be payable to the contractor.
- 11.6 The contractor shall comply with the requirement of labour license, EPF, Insurance policy, Income tax clearance certificate etc.
- 11.7 The contractor will have to make his own arrangement for accommodation & transportation arrangement for the deployed personnel under this contract, nearby the site area keeping in mind that their employees has to carry out activities starting from early morning 7:00 am . The inStem will not provide any type of accommodation/transportation to Contract personnel.
- 11.8 Working hours: The general working hours is as follows unless otherwise specific approval from the Engineer-in-charge for different working timings are obtained:
- Early morning hours @7:30am to 9:45am
 - Break @ 9:45am to 10:15am
 - Morning working hours @ 10:15am to 12:45pm
 - Lunch break @ 12:45pm to 1:15pm
 - Working hours @ 1:15pm to 4:00pm.

ANNEXURE- II : BANK GUARANTEE

(TO BE EXECUTED ON THE NON JUDICIAL STAMP OF VALUE NOT LESS THAN Rs.200/- BOUGHT
IN THE NAME OF THE BANK)

NAME & ADDRESS OF THE BANK _____

BANK GUARANTEE NO. _____

DATE OF EXPIRY: _____

LIMIT OF LIABILITY: _____

PO/WO NO. & DATE:

TO

INSTITUTE FOR STEM CELL SCIENCE AND REGENERATIVE MEDICINE

GKVK CAMPUS, BELLARY ROAD, BENGALURU -560065

Dear Sir,

1. In consideration of M/s. INSTITUTE FOR STEM CELL SCIENCE AND REGENERATIVE MEDICINE, (hereinafter called the Institute), having agreed to issue PO/WO to M/s. _____ (hereinafter referred to as the Vendor), for having awarded the Supply Contract/works Contract vide PO/WO No. _____ dt. _____ in favour M/s _____ having registered office at _____ (hereinafter referred to as the CONTRACTOR), for the execution of the works on terms and conditions set out in the PO/WO mentioned above as "CONTRACT" documents, valued at Rs. _____ (Rupees _____) the same having been accepted by the CONTRACTOR and the CONTRACTOR having agreed to provide a performance bank guarantee for the obligations/liabilities under the contract equivalent to Rs. _____ (Rupees _____), we hereby undertake to pay to the Company an amount not exceeding Rs. _____ (Rupees _____ only) on a mere demand made by the Company.
2. On a demand being made that the sum is due, the Bank shall pay without demur or contestation the amount covered by the guarantee and any demand by the Company that the money is due shall be conclusive and binding on the Bank.
3. It is hereby expressly agreed and affirmed that the Company shall have the fullest liberty to claim payment of the amount / amounts from time to time under this guarantee upto Rs. _____ and the guarantee shall not become invalid or infructuous because of the partial demand or demands made by the Company.
4. We _____ (Name of Bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our Bank's branch _____ (Mentioning the name & address of Branch) and they shall honour such demand in any case not later than next working day.
5. It is further agreed that any time given to the Customer or forbearance with regard to performance by the Customer shall in no way affect the liability of the Bank and this Bank Guarantee will be in full force.
6. It is also agreed that we, _____ Bank undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

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Dated _____ day of _____ 2024

Note:

Before a Bank Guarantee is accepted, an affidavit duly sworn in before a first class magistrate, may also be taken from the Contractor that he would keep the validity of the Bank Guarantee intact by getting it suitably extended from time to time, at his own initiative, up to a period of twelve months for any other maintenance period prescribed in the agreement after the recorded date of completion of the work as directed by the Engineer-In-Charge and indemnifies InStem against any losses arising out of non-encashment of Bank Guarantee. Such an undertaking may be taken on a non-judicial stamp paper, as required, in the enclosed proforma.

AFFIDAVIT

I/We, have submitted a Bank guarantee for the work.....
(Name of work) Agreement No..... dated.....
from (Name of Bank with full address) to the
..... / Engineer-in-Charge with a view to seek exemption
for payment of Security Deposit / Performance Guarantee in cash. The Bank guarantee expires on
..... I/We undertake to keep the validity of the Bank guarantee intact by getting it
extended from time to time at my / our own initiative upto a period of Months
after the recorded date of completion of the work as directed by the Engineer-In-Charge.

I/We also indemnify the InStem against any losses arising out of non-encashment of the Bank
guarantee, if any.

Note: This affidavit is to be given by the executant before a first-class Magistrate.

3. SCOPE OF WORK:

The institute inStem was built on 15.0acre land and out of which, the scope of work covers the maintenance of 25,933 sqm of campus garden features includes lawns, shrubs, trees, hedges, creepers, jungle areas, nurseries, canna beds, bulb beds, foliage beds, and flower beds, preparation of new beds and replacement of dead plants by the same varieties by buying and stocking the saplings etc. and paved roads etc, The maintenance includes watering, weeding, manuring, raking, mowing, thinning, pruning, spraying, pot polishing, cleaning the paved areas, maintaining the nursery and potted plants inside the buildings etc. as specified or as directed by the Engineer-in-charge. Beside earthworks related activities regard to landscape maintenance or elsewhere within the campus has to be carried if instructed by the Engineer-in-charge. The list of premises where the proposed services are to be rendered are, as below:

Sl.No.	Classification	Area in Sqm
1	Grass, shrubs, hedges, plants	17540
2	Hard scape (Paved surface)	5280
3	Jungle area	3120
4	Nursery	Approx. 2000No. potted plants
5	Potted plants in the buildings	80Nos.
6	5acre land at chikkabommasandra-mother dairy	5 acre – Once in year jungle clearance
7	Hostel vacant land	5 acre – Once in year jungle clearance

Materials/Items under department scope:

- a) supply of treated water to the tapping position located at different places and vendors has to tap the same water from nearby points.
- b) supply the good earth for the plantation and for application for plants and trees.
- c) supply the composed manure for the application as and when required.

Materials/tools/Items under contractor scope:

- a) Manpower
- b) Fertilizers, Insecticides, pesticides and fungicides keep greenery healthy, pest free and insect free as and when required.
- c) Arranging expert visit monthly twice.
- d) Fuel and oil for the lawn mower, brush cutter and other tools.

e) **LIST OF TOOLS:** Below list of minimum tools shall be provide by the contractor for Horticultural and landscape maintenance work at InStem.

Sl No.	Items	Quantity in Nos.
1	Lawn movers motorized (Including Petrol and oil for usage)	01/As per need
2	Brush cutter motorized (Including Petrol and oil for usage)	01 / As per need
3	1-inch inlet circle sprinkler with stand	03
4	Hedge cutter	03
5	Pruning saw	01
6	Hand cultivator	04
7	Khurphi	04
8	Pruning secateurs	02
9	Pickaxe	02
10	Spraying pump	01
11	Spade	02
12	Hose pipe 1” inch dia 100-meter length	01
13	Tree Pruner With Pruning Saw and Pipe	01

However, contractor needs to assess the actual need and accordingly indicate in the work execution plan.

1. SPECIFICATION FOR MAINTENANCE OF LAWNS:

- 1.1. The lawn shall be suitably irrigated with sprinkler irrigation system as per the schedule or as needed across the different season.
- 1.2. Lawn shall be mowed with mower as per need, to keep the lawn in perfect green velvet and thick carpet form and disposing of the cut lawn grass as per the direction of Engineer In charge. Lawn mower, brush cutter, petrol and oil for the lawn mower and Brush cutter are in the scope of the vendor and should be provided as per the need.
- 1.3. Raking of lawn as needed to enable to grass to develop in good condition.
- 1.4. The thickness of the grass shall not be allowed to increase beyond 70-80 mm.
- 1.5. The minimum thickness of the grass shall be maintained as 40-50 mm from the ground level.
- 1.6. The grass shall be kept free from unwanted weeds by weeding activity etc.
- 1.7. Dried patches of lawn should be replaced with good lawn as directed by Engineer In charge.
- 1.8. The application of composed manure for the lawn shall be done as per need.

2. SPECIFICATIONS FOR MAINTENANCE OF AVENUE PLANTS/TOPIARY/TREE PLANTS, ORNAMENTAL PLANTS, CREEPERS, SHRUBS ETC.

- 2.1. The plants shall be suitably irrigated with water as per the schedule or as needed across the different season.
- 2.2. The minimum area of 2 to 2.5 ft. all around the small trees and 3 to 5ft. for big trees from trunk of the trees shall be kept free from all kind of weeds.
- 2.3. The plants shall be watered regularly as required and as per direction of Engineer In charge.
- 2.4. The dry and fallen leaves of avenue trees shall be collected and cleaned and put in the pit.
- 2.5. Light trimming, thinning etc. must be done regularly, as and when required.
- 2.6. The proper maintenance of shape to be kept after pruning and removal of unwanted branches.
- 2.7. Insecticides, pesticides and fungicides are in the scope of the vendor and should be supplied and sprayed carefully as and when required as per the instructions of Engineer

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In charge.

- 2.8. Every avenue tree as well as area under the trees should be cleaned and well maintained every day by the deployed staff for horticulture services at the campus.
- 2.9. Weeding and Soil working has to be done for all the avenue plants etc by the contractor as per the schedule.
- 2.10. The contractor should maintain all the plants in a healthy condition. Lean, lanky, weak and dead plants to be replaced immediately.
- 2.11. Plants basins should be kept neat and clean for all times and basins should be done for manual watering plants to accommodate water.
- 2.12. Gap filling and new plantation of trees, shrubs, and creepers shall be done by the contractor without any extra charges as per the instructions by Contract Manager
- 2.13. The complete areas where the trees, shrubs and creepers are planted in open field shall be kept free from weeds and diseases throughout the year.

3. SPECIFICATIONS FOR MAINTENANCE OF HEDGES/EDGES

- 3.1. The Hedges shall be suitably irrigated with water as per the schedule or as needed across the different season.
- 3.2. The hedge cutting shall be required to maintain the proper height and shape.
- 3.3. The hedge shall be free from disease and unwanted plants.
- 3.4. Cleaning of the area around hedge plants shall be done as required.
- 3.5. Gap filling with same species shall be carried out which already exist within the Campus.
- 3.6. The hedge plants shall be manured with well decomposed manure as required and as directed by Engineer In charge.
- 3.7. After clipping or pruning of hedge, the pruned material shall be collected by the contractor's men and disposed of at specified location.
- 3.8. Insecticides, pesticides and fungicides are in the scope of the vendor and should be supplied and sprayed carefully as and when required as per the instructions of Engineer In charge.

4. SPECIFICATIONS FOR MAINTENANCE FLOWERING PLANTS AND FOLIAGE

- 4.1. The flowering plants and foliage shall be suitably irrigated with water as per the schedule or as needed across the different season.
- 4.2. Flowering plants should be maintained to ensure that maximum healthy flowers are available throughout the year in these beds.
- 4.3. Cleaning of the area around hedge plants shall be done as and when required.
- 4.4. Weeding and Soil working has to be done for all the plants as per the schedule.
- 4.5. Gap filling with same species will be done by the contractor which already exist within the Campus.
- 4.6. The flowering plants and foliage shall be regularly manured with well decomposed manure as required and as directed by Engineer In charge.
- 4.7. Insecticides, pesticides and fungicides are in the scope of the vendor and should be supplied and sprayed carefully as and when required as per the instructions of Engineer In charge.

5. SPECIFICATIONS FOR MAINTENANCE OF POTTED PLANTS.

- 5.1. Maintenance of potted plants and pots displayed at multi storied academic buildings,
- 5.2. Potted plants should be watered regularly to maintain the soil moisture, trays kept for collecting the excess water should be kept all time dry.
- 5.3. Application of good earth, manure, insecticide, pesticide and fertilizer to be followed from time to time as required.
- 5.4. Removing of dry parts by pruning, cleaning dry leaves and depositing in appropriate place.
- 5.5. Replacement of broken pots coloring of pots and change of location of pots.
- 5.6. Replacement with fresh plants as and when required.
- 5.7. Insecticides, pesticides and fungicides are in the scope of the vendor and should be supplied and sprayed carefully as and when required as per the instructions of Engineer In charge.

6. SPECIFICATIONS FOR MAINTENANCE OF NURSERY.

- 6.1. Potted plants in nursery should be watered regularly to maintain the soil moisture.
- 6.2. Application of good earth, manure, insecticide, pesticide and fertilizer to be followed from time to time as required.
- 6.3. Planting of new plant saplings and maintaining the stocks of the plant specimens present in the campus for immediate replacement.
- 6.4. Removing of dry parts by pruning, cleaning dry leaves and displaying in appropriate place.
- 6.5. Replacement with fresh plants as and when required.
- 6.6. Insecticides, pesticides and fungicides are in the scope of the vendor and should be supplied and sprayed carefully as and when required as per the instructions of Engineer In charge.

7. SPECIFICATIONS FOR MAINTENANCE OF JUNGLE AREA.

- 7.1. Maintenance of jungle and wooded zoned area by sweeping and cleaning the entire area twice in a month or as and when instructed by the Engineer-in-Charge.
- 7.2. Cleaning and removing litter, debris, picking of leaves, papers, plastic bottles etc. including disposal of collected waste in dustbin / designated place.
- 7.3. Removal of weeds and trimming the unwanted bushes in the jungle area with brush cutter as per need. Petrol and oil for the Brush cutter are in the scope of the vendor and should be provided as per the need.
- 7.4. Pruning of the branches as to be carried as per the need and instructed by Engineer In Charge.
- 7.5. Dead trees and fallen trees as to neatly dispose off to the designated place.

8. SPECIFICATIONS FOR MAINTENANCE HARDSCAPE AREA.

- 8.1. Hardscape area consists of cement concrete road, Asphalt road, paver blocks pathway , stone pathways and including maintenance of stormwater drains during monsoon..
- 8.2. Cleaning and removing litter, debris, picking of leaves, papers, plastic bottles etc. including disposal of collected waste in dustbin / designated place.
- 8.3. Sweeping of Hardscape area and keep it neat and clean by mechanized method / manually, including disposal of collected waste in dustbin / designated place.

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8.4. Keeping pavement joints and paver blocks joints weed-free.

8.5. The paved surface shall be kept in clean condition always.

9. General:

9.1. The agency should maintain all the trees, plants, shrubs, hedges and lawn as are existing on the date of start of contract and any other lawn/park/plants developed thereafter.

9.2. Watering the whole area under contract by means of running water supplied by the Department.as per the requirement as per directions of the Engineer In charge. For watering rubber hose has to be supplied by the contractor

9.3. Farm Yard Manure has to be diluted and made into thin solution as directed by the Engineer in Charge and applied on the lawns and turfs as and when required as per the instructions of the Engineer-In charge.

9.4. Composed manure as the case may be applied in flower beds,lawns,hedges and shrubs pits once in a month as instructed by Engineer In charge.

9.5. Weeding the lawns, turf, flower beds, shrubs pits and hedge pits has to be done perfectly as and when it is needed.

9.6. Replanting of seedlings in flower beds after removing the spilled ones with the plants supplied by Department has to be done as and when required as per the instructions of Engineer In charge.

9.7. Insecticides, pesticides and fungicides are in the scope of the vendor and should be supplied and sprayed carefully as and when required as per the instructions of Engineer In charge.

9.8. The plants shall be maintained in such a way that they are healthy, disease free and shall not have any insect / fungus / bug attack.

9.9. Necessary insecticides / fungicides shall be sprayed, at appropriate times, for ensuring the health of the plant / yield, at contractors cost and means.

9.10. Weeds and nut grasses shall be periodically removed to ensure that the lawn / garden are without weeds.

9.11. The trees shall be pruned of unwanted growth so as to prevent wild growth which would affect growth of other plants / lawns.

9.12. The hedge plants shall be trimmed periodically to shape and maintained appropriately.

9.13. Drainage should be highly satisfactory especially during monsoon.

9.14. All the garden wastes formed due to the maintenance/cleaning should be cleared from the garden premises regularly and the contractor has to ensure clean environment.

9.15. Any other relevant works as directed by the Dept. should be attended.

Table-2 : Guiding schedules for Maintenance of garden features:-

Sl.No	Services	Frequency
1	Lawn mowing and disposal of the debris	Twice in a month during summer (April-June) and Once in a month during monsoon or winter or as per the need to keep the grass height not more than indicated above.
2	Cleaning of Debris	On daily basis or as and when instructed by the EIC
3	Removal dried matter from the the greenery areas.	On daily basis or as and when instructed by the EIC
4	Removal of all kinds of waste from lawn, garden and hardscape areas	On daily basis or as and when instructed by the EIC
5	Watering	Once in two days during dry days or as and when instructed by the EIC to ensure subsurface moisture are maintained
6	Soil work	Monthly once or as and when instructed by the EIC
7	Weeding	Fortnightly during monsoon or winter season, monthly once during summer or as and when instructed by the EIC.
8	Trimming	Twice in month or as and when instructed by the EIC

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9	Training of creepers	As required
10	Fertilizers Trees/Palms Shrubs/Ground covers Grass	Once every three months* Monthly* Once every three months* * or as and when instructed by the EIC
10	Loosening of soil	Monthly once or as and when instructed by the EIC
11	Application of Insecticides, pesticides and fungicides	Monthly once or as and when instructed by the EIC
12	Replacement of the casualties / damaged plants	As identified (Within 24 hours of identification)
13	Maintenance of nursery stock plants.	Attend on daily basis or as per need to maintain them regularly like watering, application of fertilizers, trimming etc.
14	Maintenance of Jungle and wooded zoned area by cleaning, sweeping and removal of waste materials	Fortnightly or as and when instructed by the EIC

1. The contractor shall prevent damages to the existing plant materials, identified to be conserved. The plant materials that are to be conserved are damaged beyond use during the cleanup operations, the contractor shall be liable to replace the plant material at their own expense.
2. The damaged to the existing garden features due to negligence of the contractor in maintaining the same shall have to restored by the contractor at his own cost.

4. STATUTORY OBLIGATIONS:

The Contractor will strictly observe and follow the following statutory regulations/acts as well as any new rules / changes as applicable, during the period of this contract. He shall be solely responsible for failure to fulfill these statutory obligations. The successful bidder shall indemnify / is deemed to have indemnified InStem against all such liabilities which are likely to arise out of the Contractor's failure to fulfill such statutory obligations. All documents, registers pertaining to this contract shall be maintained meticulously and shall be provided periodically for inspection. The salient features of the statutory regulations/acts are listed below and it is the responsibility of the selected Contractor that these regulations/acts and their amendments from time to time are strictly adhered to in totality. Even if the Contractor appointed for this contract may be exempt from any or all of the following employee-friendly legislation, it is incumbent on all Contractors to cover all their employees / workmen cover by this tender with these cover / benefits.

1. The Contract Labour (Abolition & Regulations Act, 1970):

The Contractor shall obtain and produce license from the Labour Commissioner's office. They will maintain and submit to us for inspection on demand such records as Muster Roll, Payment Register, Advance Register, Fines Register, etc.

2. Payment of Wages Act:

It is necessary that the Contractor's employees are paid their wages payable for one month of working by 7th of the succeeding calendar month. The Contractor will receive payment from us only after you have disbursed in full the wages payable to his employees. The wages shall be distributed in our premises and one of the representatives from the Institute will be nominated to witness the disbursement of the wages, and sign the disbursement report.

3. Provident Fund Act:

The contracts shall cover their employees under the Provident Fund Scheme. The premia shall be paid as per existing rule partly deducted from their employees and the balance shall be from contribution from the successful bidder, proof of such payment shall be submitted (including employee's and employer's contribution) every month as provided under Section 12 of the Act and Employer's contribution will be restricted to Rs.15000/- (Basic + VDA) as a maximum ceiling.

4. Employees State Insurance Scheme:

The contract shall cover all your employees under Employees State Insurance Scheme as provided for under the relevant rules and shall remit the premium without default.

5. Minimum Wages Act:

The contractor shall pay the minimum wages or well above the minimum wages as per recent central wages and any revision to each of their employees. Such rates shall be the rate implied or agreed between InStem and the Contractor.

6. Payment of Bonus Act, 1965 and its amendments:

Bonus shall be paid to all employees who have worked for a minimum of 30 days in the relevant accounting year shall be paid bonus. Bonus will be limited to 8.33% of total salary earned in the relevant accounting year or Rs. 7000/- whichever is less. Bonus shall be paid very year one week before Diwali.

7. Karnataka Labour Welfare Fund Act 1965.

8. General:

Contribution towards PF, ESI & ELI shall be paid to the Contractor only in succeeding months on submission of proof of having paid the premia / subscription. Premia towards ELI shall be paid to the Contractor on a pro-rata basis every month on submission of original policy and receipt. All premia/ contribution / subscription collected towards such benefits shall be/shall have been promptly paid towards the purpose for which it is collected. If for any reason this has not been possible, the Contractor shall promptly inform InStem, which will suggest ways and means to put such unpaid amounts to proper use.

~~**9. Building and other construction workers welfare Cess Act:**~~

~~Worker Welfare cess @ 1% will be deducted from each running account bill. The contractor is required to register their workmen's under KBOCWW and aid in availing the benefits offered by the welfare board.~~



Obligations

InStem will not be responsible for death, accident or injury to the Contractor’s employees engaged by him, which may arise in the course of their duty at our premises, nor shall we be responsible and be liable to pay damages or compensation to such persons or to third parties. The Contractor shall at all times indemnify and keep InStem indemnified against all claims which may be under the Workmen’s Compensation Act, 1923, or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person/ person at the Institute or premises, building, equipment’s etc. is attributable to the Contractor or his workmen, such damages shall be made good by the Contractor or his workmen, such damages shall be made good by the Contractor.

IN WITNESS WHEREOF the parties here to have set and subscribed their respective signatures and seal to the writing herein above on the date, month and year mentioned herein.

“INSTITUTE”

“CONTRACTOR”

WITNESS:

ANNEXURE - III

Work Execution plan

Name of the work : inStem - Annual Maintenance Contract for Horticulture maintenance and Landscaping for the year 2024-25.

Sl.No.	Particulars	Number of Deployment
A	Equipment's deployment plan	
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
B	Manpower deployment plan	
1	Gardeners (Unskilled)	
2	Supervisor (daily between 7:00am to 10:00am)	
3	Expert visit	

Note:

- a) Provide the details of work execution plan with deployment of the equipment & manpower, to maintain prescribed service standards.
- b) The bidder should arrive at actual requirement necessary for equipment & manpower as per service standards and it shall be well above the minimum specified in the tender.
- c) The Lowest Bid will be decided solely upon the lowest landed price quoted by the particular Bidder as per the Price Format and including all taxes and duties.

Name and Address of the Tenderer

Signature of the Tenderer

ANNEXURE - IV
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To:

Director,
Institute for Stem Cell Science and Regenerative Medicine
GKVK campus
Bellary Road
Bangalore – 65

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of the work: -

Dear Madam ,

1. I/ We have obtained the tender document(s) for the above mentioned 'Tender/Work' from the office namely:

as per your advertisement, given in the above-mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Proforma of Schedules

SCHEDULE 'A'			
SN	TITLE	PARTICULARS	PAGE
1	Notice Inviting Tender (NIT) No.	inStem/Maint(Civil)/15011/6/NIE-T- 74/2024-25 DT. 22.08.2024	
2	Notice Inviting Tender details	i) NIE-T as published in Web site ii) NIE-T as Logged on to Web Site	
3	Scope and location of the work:	Enclosed	
4	List of drawings	Enclosed	
5	Time Schedule for the work:	Enclosed	
6	List of changes if any in specifications:		
	a) Civil work -	Changes indicated	
7	Schedule of Quantities (Enclosed) -	Please refer Financial Bid	

SCHEDULE 'B'				
Schedule of materials to be issued to the contractor				
Sl. No	Description of item	Quantity	Rates at which the Materials will be charged to the contractor	Place of issue
1	2	3	4	5
1.				
2.				

SCHEDULE 'C'			
Land earmarked for temp. infrastructures and Tools & plants to be hired to the contractor			
Sl.No	Description	Hire charges	Place of issue
1	2	3	4
1.	Area for storage / site office	<i>Not permitted at site</i>	
2.	Temporary Buildings	<i>Not permitted at site</i>	
3.	Labour hutments	<i>No labour hutment permitted at site</i>	
4.			

SCHEDULE 'D'	
Extra schedule for specific requirements / documents for the work, if any Particularly for Security guidelines, Gate pass, lift, tower crane etc,	<i>Nil</i>

SCHEDULE 'E'	
Schedule of component of Cement, Steel, other Materials, Labour, POL etc. for price escalation.	<i>NIL</i>

SCHEDULE 'F'		
Reference to CPWD - General Conditions of contract – 2023 for Maintenance works		
Name of work: inStem- Annual Maintenance Contract for Horticulture Maintenance and Landscaping for the year 2024-25		As per NleT
Estimated cost of work :	<i>Rs. 33.25 lakhs</i>	As per NleT
i) Earnest money	<i>Rs.66,505.00</i>	As per NleT
ii) Performance Guarantee	<i>3% of tendered value</i>	As per Tender
iii) Security Deposit	<i>2.5% of tendered value</i>	As per Tender

General Rules & Directions :		
Tender inviting authority	<i>I/C Senior Engineer on behalf of The Director/inStem</i>	
Maximum percentage for quantity of Items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3.	100%	

Definitions:		
2(v)	Engineer-in-charge	<i>Ref General definitions</i>
2(viii)	Accepting Authority	<i>I/C Senior Engineer on behalf of The Director/inStem</i>
2(x)	Percentage on cost of materials and labour to cover all overheads & profits	<i>15% (Fifteen percent)</i>
2(xii)	Department	<i>Ref General definitions</i>
9(ii)	Standard Contract Form GCC for Item rate tender as modified & corrected up to date	<i>CPWD- GCC-2023 for maintenance works</i>

Clause -1		
i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance / WO.		10 days
ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above.		10 days

Clause -2		
Authority for fixing compensation under clause 2.		The Director / inStem

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Clause -5			
Number of days from the date of issue of letter of acceptance/Work Order whichever is earlier for reckoning date of start.			Immediate
Mile stone(s) as per table given below:			
TABLE OF MILE STONE(S)			
Sl No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non-achievement of milestone
1.			
2.			

TIME ALLOWED FOR EXECUTION OF WORK	12 months (as per NleT)
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Clause applicable – (6 or 6A)	Clause 6 for Manual Billing / Clause 6A for Computerized Billing	6A
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Clause - 7	
Gross work to be done together with net payment/ adjustment of advances for material collected, since the last such payment or being eligible to if any	<i>AS per Clause- 4 of SCC</i>

Clause - 10A		
.NIL		
List of testing equipment's to be provided by the contractor at site lab.		
1	2	3
4	5	6

Clause - 10B(ii)	(Mobilisation Advance)
Whether Clause 10 B (ii) shall be applicable (If yes, Clause of Tender Condition to be followed)	NOT APPLICABLE

Clause - 10C	
Component of labour expressed as percent of value of the work	NOT APPLICABLE

Clause - 10CA			
-			
NOT APPLICABLE			
S. No	Materials Covered under this Clause	Nearest Material for which All India Wholesale Price Index is to be followed	Basic Rate
1			

Note: Base price for materials given above are only for regulating operation of clause 10-CA. The tenderers are requested to consider prevailing market rates while quoting the rates.

Clause - 10CC	NOT APPLICABLE
Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.	NIL

Clause - 11	
Specifications to be followed for execution of this work	a) Civil work : 2019

Clause - 12		
12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work	As enclosed with Tender
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work	100%
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for maintenance work	100%

Clause - 16	
Competent Authority for deciding reduced rates.	The Director / inStem

Clause - 18	<i>As necessitated for the work.</i>	
List of mandatory machinery, tools & plants to be deployed by the contractor at site:		
1	2	3
4	5	6

Clause – 36(i)	Requirement of Technical Representative(s) and recovery Rate - <i>As per special conditional of contract</i>					
Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Min. Exp. In yrs.	No.	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i). (Rupees in figures & words)

Assistant Engineers / Scientific Officer- "C", retired from Govt. services that are holding Diploma, will be treated at par with Graduate Engineers.

Clause - 42	
(i)	(a) Schedule / statement for determining theoretical quantity of cement on the basis of : As per Civil Work Specifications of the Department
(ii)	Variations permissible on theoretical quantities.
	All other materials. Nil