

**e-Tender for Outsourcing of Manpower for
Horticulture & Landscaping Services**

at

**Pushpa Gujral Science City Kapurthala
(Punjab)**

**Tender Notice: PGSC/
Admin/Horticulture/2023/03**

Pushpa Gujral Science City

Jalandhar – Kapurthala Road, Kapurthala, Punjab

Telephone: 01822-501963 / 64

**PUSHPA GUJRAL SCIENCE CITY
JALANDHAR-KAPURTHALA ROAD, KAPURTHALA**

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Introduction

Pushpa Gujral Science City, Jalandhar-Kapurthala Road, Kapurthala

Pushpa Gujral Science City offers a blend of education, curiosity and fun to ensure longer and repeated visits. The project is aimed at cultivating an interest in science through open-ended exploration away from text books and black boards, with a scientific approach to problem solving. The project has something for everyone, regardless of age, education, profession or social strata and is intended to make science accessible to people who are not part of the formal education system. It is a joint project of the Government of India and Government of Punjab.

Its various facilities include Galleries on Evolution, a Dinosaur park on the island, Renewable Energy Park, Climate Change Theatre, Earthquake Simulator and Flight Simulator, Amazing Living Machine, Gallery on Health, Biotechnology & HIV, Outer Space Gallery, Virtual Reality & Cyber Space Gallery and Galleries on Fun Science, Railways, Defence, etc., as well as, Planetarium, Large Format Film Theatre (I-Max), 3D and Laser Shows, Herbal & Cactus Garden, etc. These offer information on cross cutting and inter-curricular issues and help to explain scientific concepts and their relevance to society. An Innovation Hub at Science City motivates students for 'out-of-box' thinking, which could contribute towards societal development. More information about these facilities is available at website www.pgsciencecity.org.

PGSC has received more than 51 lakh visitors since its opening in 2005 with average of 3.30 lakh visitors (both general public and children).

Notice Inviting Tenders / Bids for outsourcing of Manpower for Horticulture & Landscaping Services

Online tenders are invited from duly registered reputed service provider Agencies/ Firms/Companies preferably based in Punjab and having experience/financial & infrastructure capabilities for providing following categories of manpower for Horticulture & Landscaping Services at Pushpa Gujral Science City, Kapurthala in accordance with relevant clauses of the tender document:

i.	Supervisor	01
ii.	Gardeners (Malis)	25

*Horticulture & Landscaping Supervisor should be 10+2 qualified and should have minimum 2 years relevant experience in supervisory capacity. Preference will be given to a retired army personnel or a person having diploma/certification in Horticulture & Landscaping or agriculture related activities etc.

The actual requirement of manpower may vary from time to time as per requirement of PGSC. However, total mandays (including supervisor) shall, in no case, be more than 650 mandays per month.

The other significant details of tender notice are given below:

1	Description of Scope of Work	Horticulture and Landscaping services, proper maintenance and development of Plantation work (Trees, Shrubs, Hedge, Ground grass, nursery, flower pots of all sizes, flowerbed)
2	Type of Tender	Two stage (Technical and Financial Bids to be opened separately)
3	Total Area under Horticulture & Landscaping (Tentative)	2,46,509 SQM (approx.)
4	Material	All material required for horticulture and landscaping services shall be provided by PGSC. However, the requirement of material shall be informed well in advance by the Supervisor
5	Contract Period	Initially for one year, extendable on year to year basis as mutually agreed subject to satisfactory performance of services
7	Tender Fee	Rs. 1000/- (Rs. One Thousand only)
8	Earnest Money Deposit	Rs.15,000/- (Rupees Fifteen Thousand only)
9	Security Deposit Payable	Rs.3,00,000/- (Rupees Three Lac only)
10	Validity of Tender	4 (Four) Months from the last date of submission Tender
11	Date & Time of Closure of Tender	16.03.2023 Upto 03:00 PM
12	Date & Time of Opening of Tender(Technical Bid)	24.03.2023 at 11:00 AM
13	Date & Time of Opening of Tender(Financial Bid)	Financial Bids of technically qualified bidders will be opened on the date of opening of Technical Bid. In case of any change in the date & time, the same will be intimated separately.
14	Place of Opening of Tender	Pushpa Gujral Science City, Jalandhar-Kapurthala Kapurthala-144601.

- Tenderers are advised to read the Tender Document carefully. Submission of on-line tender shall be deemed to have been done after careful examination of the tender document and after understanding its full implications. **Tenders will be processed through e-Tendering only.**
- Tender Document can only be downloaded from portal site: <https://eproc.punjab.gov.in>
- PGSC reserves the right to accept or reject any application and to annul the process at any time, without any liability and assigning any reason thereof.
- If any of the above dates is declared holiday, the activity scheduled for that day will take place on the next working day.
- Corrigendum and Addendum, if any, will be published online at <https://eproc.punjab.gov.in>

A. ELIGIBILITY CONDITIONS

1. Only those Government Undertakings, Ex-Servicemen Co-operative Societies or registered contractors / agencies who possess valid Registration Certificates including registration with the *Labour Commissioner / Labour Department*, EPF Registration, ESI Registration, GST Registration and PAN Card, are eligible to apply. Preference will be given to those who have experience of providing services to Government organizations.
(Attach: Copies of Contractor's registration certificate for providing such services, Labour Commissioner / Labour Department, EPF Registration, ESI Registration, GST Registration, PAN Card)
2. Bidders should have successfully carried out similar jobs with **minimum average turnover of Rs. 1.00 Crore during the last 3 financial years i.e. 2019-20, 2020-21 & 2021-22.**
(Attach: Copies of Balance Sheets certified by the Chartered Accountant (CA) and Income Tax returns for the last 3 years to be attached (2019-20 to 2021-22).
3. The Bidder should not have been blacklisted by any Govt., Semi-Govt. Deptt. or any other organization. The tendering firms/ bidders shall have to submit notarized affidavit issued in recent dates on a stamp paper of appropriate value to declare that they have not been blacklisted or their business dealings with the Government Ministries/ Departments have not been banned.
(Attach: Duly notarized affidavit by the Contracting Agency).
4. The Bidder shall have well-established office in the region preferably in Punjab or Chandigarh.
(Provide the complete Address of the nearest office to PGSC, Kapurthala with contact numbers)
5. The Service Providers / Companies/ Firms / Agencies must have the work experiences of providing **Horticulture & Landscaping services** in atleast 03 other Departments of Government of India/ Government of Punjab/ Autonomous Bodies/ Public Sector Undertakings etc. during last three years (i.e. 2019-20, 2020-21 & 2021-22). Proof in this regard alongwith particulars of contact officer in the concerned Ministries / Departments / PSU may please be furnished (for the purpose of verification).
(Attach: Copies of experience certificates, work orders and particulars of contact officer in the concerned Ministries / Departments / PSU may please be furnished for the purpose of verification).
6. Agencies providing manpower for Horticulture & Landscaping services should have been in existence for not less than two years. Proof regarding minimum 50 persons working on company's payroll should be enclosed.

(Attach: Proofs showing employment of minimum 50 persons working on company's pay roll such as EPF statement etc).

7. Agencies that had earlier been issued any Letter of Intent / any order / have done any job / work for Pushpa Gujral Science City any time in the past have to compulsorily submit a Certificate of Satisfactory Performance, otherwise tender will be rejected.

(Attach: Certificate of Satisfactory Performance issued by PGSC)

B. EARNEST MONEY DEPOSIT

1. An Earnest Money Deposit of Rs.15,000/- (Rupees Fifteen Thousand only) shall be paid through online mode only.
2. No interest shall be paid on the EMD.
3. EMD will be forfeited if successful tenderer fails to sign the agreement with instipulated time period given in the letter of Intent.

C SECURITY DEPOSIT

1. The Service Provider / Agency selected for awarding the job will be required to deposit a performance security amount of Rs.3,00,000/- (Rupees Three Lac only) in the form of unconditional Bank Guarantee / Demand Draft / FD in favour of Pushpa Gujral Science City as a security, which will be forfeited in the event of termination of the contract on account of violation of any of the mentioned terms and conditions. Security deposit would be required within 7 working days from the date of issue of work order/award letter and shall be valid up to Ninety (90) days after the completion of the Contract period. Security Deposit amount will not bear any interest.
2. 100% payment for the 1st Month will be reimbursed on submission of an unconditional Bank Guarantee / DD/ FD towards Security Deposit and compliance of other statutory provisions.
3. The EMD of successful bidder may be adjusted towards the security deposit, which is refundable / adjustable as per terms of tender without interest.
4. The Security Deposit (only Principal amount) will be refunded on the completion of the contract without any interest payable on it.

D. SUBMISSION OF TENDERS

1. All tendering process such as sale of tender documents/deposit of earnest money and submission of bid documents shall be carried out through web site <https://eproc.punjab.gov.in>
2. The right of rejection of any tender, without assigning any reason whatsoever, is reserved with the Director General, PGSC.
3. Any enquiry after submission of tender will not be entertained. Before submitting the tender, the Bidder must ensure that they satisfy all the eligibility conditions to avoid rejection of their tender.

4. The Agency submitting the Tender would be presumed to have considered and accepted all the terms & conditions of the tender. No enquiry, whatsoever, verbal or written, shall be entertained in respect of acceptance and or rejection of tender.
5. Bidder should take into account any Addendum/Corrigendum published for the Tender Document before submitting their Bids.
6. **Bidders are advised to visit the Science City Complex on Jalandhar-Kapurthala Road by fixing an appointment with its Manager Estate on telephone No. 01822- 501963-64 and make their own assessment for providing better services in respect of Horticulture & Landscaping activities.**
7. In case of any technical problem in online bid submission, bidders can contact on Telephone No.0172-2970263, 0172-2970284, 0120-4001002, 0120-4001005, 0120-6277787 & 6284884511
8. If any loss occurs to official property of PGSC due to negligence of the persons deployed by the Agency, the same will be recovered from the Contracting Agency.
9. PGSC shall not provide any residential accommodation to any personnel employed by the agency. No cooking or lodging shall be allowed in the PGSC campus for the staff engaged by the agency.
10. PGSC shall not be responsible financially, for any injury or otherwise to the person engaged by the agency caused in the course of performing any duty / function under the contract. This liability shall solely be of the Agency who shall indemnify PGSC in this regard.
11. Prospective Contractors/Agencies are advised to register themselves with our service provider at <http://eproc.punjab.gov.in> (GOI undertaking) well in advance to participate in the tender.
12. The Agency shall be fully responsible for providing the outsource manpower for Housekeeping Services to PGSC and the agency or the personnel deployed by the agency shall work under overall supervision and direction of the Management of Science City. The agency shall follow instructions from the Manager Estate/Scientist In- charge for the purpose of the Housekeeping Services of the PGSC.

E. SCOPE OF WORK OF HORTICULTURE & LANDSCAPING SERVICES

Manpower deployed by the agency will be responsible for proper maintenance and development of complete Plantation work (Trees, Shrubs, Hedge, Ground covers), grass, nursery, flower pots of all sizes, flower beds in Science City Campus as per requirements of PGSC .The services shall be provided strictly as per the requirements and directions of the Manager Estate/Scientist-in-Charge for Horticulture and Landscaping Services of the PGSC. The maintenance work will include the following:

1. **Routine Maintenance Work to be performed by the manpower deployed by the agency:**

- i. Maintenance of different parks of the entire Campus.
- ii. Weeding and hoeing (in "wetter" condition) of the planted area.
- iii. Filling up the gaps / mortalities.
- iv. Pruning /trimming of plants, shrubs, herbs, hedges & beds etc.
- v. Weeding & Cleaning of tree basins & pots etc.
- vi. Manuring of plants and trees as and when required.
- vii. Spraying of appropriate insecticides, pesticides, fungicide etc. under the guidance of the PGSC.
- viii. Maintenance of a small nursery at site.
- ix. Keeping garden pathway free from weeds.
- x. The manpower deployed by the agency will have to develop and maintain the lawns & keep all the plantation disease and pest free. They will have to ensure healthy and desirable condition of the lawns and other plant material during the entire period of its maintenance.
- xi. Watering plants, shrubs, saplings, trees daily (except on rainy days) preferably in the morning & evening and not in the hot sun to avoid heavy transpiration;
- xii. Regular uprooting all kinds of weeds;
- xiii. Removal of unwanted bushes from the campus;
- xiv. Removing the dead leaves, cleaning the area including disposal of waste and dead leaves, twigs, garbage on day to day basis, making bunds to the plants wherever required, adding fertile soil and manure to the roots of the plants wherever necessary;
- xv. Replacing all the dead, diseased plants, vacant patches anywhere in the campus including the potted ones as when and where it occurs.
- xvi. Maintaining all plant hedges decently. Pruning and mowing should be done by keeping the foliage aesthetically at a reasonable size without making them bald with a motive to keep a longer gap for the next job.
- xvii. Overgrowing trees from gardens spreading on to PGSC premises will have to be pruned periodically.
- xviii. Any gap on fences, hedges or elsewhere will have to be filled up within a week.

- xix. Performing all such other relevant maintenance services in accordance with all Laws, including complying with all legal formalities required in engaging suitably qualified, experienced, competent gardeners as may reasonably be required for the performance of the services;
- xx. Providing adequate no. of labourers with 8 hours diligent work with one skilled horticulture Supervisor with necessary experience and training.
- xxi. Supervisor deployed by the agency shall take such steps that snakes/bandicoots etc. do not cause any menace in the garden, surroundings of PGSC premises. The Pop Up and Drip Irrigation System will be operated and maintained as per site requirement.
- xxii. The watch & ward of the planting material, Lawns & other components of works.
- xxiii. The maintenance of the planted material and lawn grass to the satisfaction of the Incharge Horticulture.
- xxiv. Supervisor deployed by the agency will ensure fixing of transparent Polythene sheet (LDPE), bamboos etc. required to save the plants from the effect of fog in winter-season.
- xxv. Mortal plants measurements will be done by the supervisor of agency as per the requirement of PGSC.
- xxvi. Scope of Horticulture and Landscaping services will include all the horticulture and landscaping activities in campus whether these have been mentioned or omitted to be mentioned in the tender document.

2. Seasonal Maintenance Work to be performed by the manpower deployed by the agency:

- i. Pruning, cutting and dressing bushes and plants: pruning to be done at regular intervals, strictly ensuring no damage to the beauty & aesthetics of the hedges & plants on all sides.
- ii. Mow and prune the grass everywhere whenever required or at least once in a month by keeping it aesthetically decent.
- iii. Planting of seasonal flower plants like marigold, dahlia, zinnia, sevanthi etc. in each of the three seasons in a year at the places as may be decided by PGSC.
- iv. Planting additional trees every quarter as indented by PGSC.
- v. Dried leaves, mowed grass etc. will be used for composting and Vermicomposting

without causing any damage / inconvenience to the Public in the surroundings. Place for the said purpose will be provided by the PGSC. It is worth mentioning here that any type of burning of dried leaves, grass, bushes etc. is strictly prohibited in PGSC.

- vi. Apply Insecticides / Pesticides to control pests and cure the insect infections as per requirement of PGSC.
 - vii. Use suitable and seasoned bio-manure / gobar / compost / fertile red soil to the plants as and when necessary setting up and maintaining of Vermi Composting unit to prepare compost from dried leaves, grass and bio degradable waste in the PGSC Campus. Adequate earthworms will be maintained in Vermi-composting units.
 - viii. Filling up and leveling of soil surfaces to prevent erosion of soil on any part of the garden due to rain or for whatsoever reason
 - ix. Cleaning the dust and dirt, debris etc., and remove all the scaffoldings and other materials used for the works away from the site and keep the site free from all the above.
 - x. Area under Karnal Technology will be kept clean as it is to be used in EE & SDE Training.
 - xi. Maintaining of all garden tools to be provided by PGSC.
- 3. Landscaping:**
- i. The Supervisor will advise on basic landscaping elements.
 - ii. Ensure that name plates of plants /trees are properly maintained.

4. **Other General Tasks:** In addition to all above, the manpower deployed by the agency may be asked to perform any other general task as per requirement of PGSC.

5. **Estimated Manpower Requirement:** The estimated manpower requirement for Horticulture & Landscaping manpower shall be as under:

i.	Supervisors- Highly Skilled*	01
ii.	Gardeners (Malis)	25

*Horticulture & Landscaping Supervisor should be 10+2 qualified and should have minimum 2 years relevant experience in supervisory capacity. Preference will be given to a retired army personnel or a person having diploma/certification in Horticulture & Landscaping or agriculture related activities etc.

The actual requirement of manpower may vary from time to time as per requirement of PGSC. However, total mandays (including supervisor) shall, in no case, be more than 650 mandays per month.

6. The persons deployed by the Agency should not have any adverse Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Agency should also produce/submit proof/document of such Police inquiry to PGSC. The contractor will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. **The contractor also ensures to follow the reservation of SC/BC communities of persons hired as per Govt. norms.**
7. **Requirement of Additional Manpower (if any):** In case any kind of additional manpower is required by PGSC during the execution of contract, the same with requisite eligibility as well as other terms and conditions would be conveyed to the agency which will accordingly arrange and supply suitable requisite manpower to PGSC.
8. **Payment to Outsource Manpower:** Payment of ‘Manpower’ shall be as per Minimum Wages (as per approved DC rates) including all Employer’s Statutory contributions which are as under:

Sr. No.	Description
i)	Wages (As per DC rate)
ii)	EPF: Employer’s Contribution@ as applicable
iii)	ESI (Employer’s contribution]@ as applicable
iv)	Bonus, if applicable
v)	Any Other Statutory obligation to be paid by PGSC (Please specify with document)
vi)	Administrative/ Service Charge to be quoted in the Financial Bid Only Financial bids quoting ‘Nil’ consideration or ‘Zero percent or its derivatives upto 0.9999 percent and thereof’ as Administrative/ Service Charge shall be treated as unresponsive and will not be considered. Further, ‘Service Charges /Administrative Charges’ shall, in no case, be more than 2½% of the amount of contract.
vii)	GST or any other tax as applicable as per Govt. Rules

No other charges other than mentioned above will be paid by PGSC during the contract period, unless there is any notification from the Govt. side.

It is the responsibility of the Agency to produce previous months ESI, PF contribution etc. receipts and payments as per minimum wages to the satisfaction of the PGSC for the release

of payment.

F. GENERAL CONDITIONS

1. Personnel provided by the Contractor should be smart intelligent and with good bearings and the contractor will be responsible to maintain the discipline among its staff. The service provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of the PGSC. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by agency.
2. The persons engaged by the agency will be employees of the Agency only and not of the PGSC. They shall not have any claim of regularization of services with PGSC. The Agency will be responsible for the payment of wages at Minimum Wages as prescribed from time to time and it shall be the duty of the service provider to pay their salary/wages in time i.e. before 5th day of every month. It will be the sole responsibility of the agency to release the payment of its employees without waiting for the release of their pending bills.
3. Deployment of Horticulture & Landscaping staff shall be for 7days a week for 8 working hours daily.
4. The Agency will provide a valid proof of payments like EPF, ESI, GST etc. to the PGSC, failing which PGSC may hold the payment of Agency. However, if the Agency is defaulter in this respect for three consecutive months, the contract is liable to be cancelled at the discretion of the PGSC without any further notice.
5. Only well able bodied, physically fit, well trained, disciplined and honest persons not below the age of 18 years and above the age of 55 years, shall be deployed by the contracting agency for performing the Horticulture & Landscaping work in the Science City.
6. The PGSC shall have the right to accept / replace any person without assigning any reason whatsoever and the substitute shall have to be provided by the Contractor immediately. The service provider will have to remove from the office, any debarred persons, who is found incompetent or for his/her/their misconduct and the service provider shall forthwith replenish such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable, to the PGSC because of any security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
7. Horticulture & Landscaping personnel will perform eight hours duty. There will be one mandatory weekly off, 03 national holidays and 12 casual leaves per years available for the Horticulture & Landscaping personnel. However, during the leave and off day, necessary arrangement of substitute should be made by the Horticulture & Landscaping Supervisor/agency.
8. The agency's personnel shall not divulge or disclose to any persons of any details of office, operation process technical know-how, security arrangements, administrative / organizational matters as all are confidential/ secret in nature.
9. The contractor shall ensure proper conduct of his personnel in office premises, and enforce

- prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
10. The contractor shall take all necessary steps to ensure that due to Horticulture & Landscaping work, official work and public are not put to inconvenience during Office timings and there is no safety hazard/any other hazard at workplace.
 11. The service provider will provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of the PGSC.
 12. In case of leave or change of person, timely information will be given to the PGSC authorities by the Contractor.
 13. The persons supplied by the Agency should not have any adverse Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Agency should also produce/submit proof/document of such Police inquiry to PGSC. The contractor will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.
 14. The agency has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. The staff deployed by the Contractor while working in the Campus will always wear proper uniform and identity cards issued by the Agency / Contractor for verification.
 15. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. and PGSC shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation including Gratuity etc. The Agency will comply all statutory provisions of law, rules and regulations of Act and keep PGSC informed about any amendment in the law from time to time. The PGSC will not be liable to pay any amount other than settled in the contract. The contractor shall be solely responsible and liable for his persons under the provisions of Contract Labour (R&A) Act, ESI Act 1948, Workman Compensation Act 1923, Payment of Gratuity Act, 1948, Employee's provident Fund and Miscellaneous Provisions under labour and services laws. The service provider's personnel shall not claim any benefit/ compensation/ regularization or services from PGSC under the provisions of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to PGSC.
 16. Payments to the agency would be strictly on certification by the PGSC officer. The service provider shall be contactable at all times and messages sent by phone /e-mail/ fax / special messenger from PGSC shall be acknowledged immediately on receipt. The Service Provider shall strictly observe the instructions issued by the Department in fulfillment of the contract from time to time.
 17. PGSC shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider. However, service provider will be fully liable for any damages, loss or theft etc. caused by their personnel/staff.

18. That the Service Provider on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If PGSC suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to PGSC for the same.
19. The agency shall keep PGSC fully indemnified against any such loss or damage. Any accident/ casualty occurred during the course of working to any staff engaged by the Agency, the responsibility will remain with the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with Agency and PGSC will no way be responsible for it or any other clause mentioned above.
20. The Agency will keep their personnel upto date in their respective skills by imparting training on regular intervals.
21. If the services are found to be satisfactory, the contract may be extended further, on the same terms and conditions or with some addition/deletion/modification by the PGSC and as mutually agreed by the Firm/Agency.
22. The bidder will be bound by the details furnished by it to PGSC, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of contract making it liable for legal action besides termination of contract.
23. Financial bids of technically qualified bidder shall only be evaluated.
24. The successful bidder shall furnish a Performance Security Deposit of Rs.3,00,000/- (Rupees Three Lac only) in the form of a Bank Guarantee / Demand Draft/ FD in favour of the 'Pushpa Gujral Science City'. The security deposit will be forfeited in case supply of manpower is delayed beyond the period stipulated by the PGSC or non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on part of manpower supplied by the agency.
25. The agency shall raise the bill along with attendance sheet. Service Provider will raise the bill of a month by 7th day of following month. The bill shall accompany copies of PF/ESI challans (if any), attendance sheet, GST challan etc. falling which the bill/a portion of the bill amount shall be held till the proof is furnished, at the discretion of the PGSC. The payment will be released by 10th day of month through RTGS, subject to its completeness and correctness in all respect, after deduction of taxes deductible atsource under the law in force.
26. The service provider shall also be liable for depositing all taxes, levies, cess etc. on account of services rendered by it to concerned tax collection authorities from time to time as per extent rules and regulations on the matter.
27. In case the tendering Agency fails to comply with any statutory/taxation liability under appropriate law and as a result thereof the PGSC is put to any loss/obligation, monetary or otherwise, PGSC will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency to the extent of the loss or obligation in monetary terms.
28. In case of breach of any terms & conditions stipulated in the contract, the performance security deposit of the Agency will be liable to be forfeited by the PGSC besides annulment of the contract.

29. The contracting company/firm/agency shall furnish following documents in respect of the persons who will be deployed by it in the PGSC before the commencement of work:
 - a. List of persons shortlisted containing full details i.e. date of birth, marital status, address, educational and professional qualifications, experience etc.
 - b. Photocopy of Adhaar card
 - c. Bio-data of the person with photograph affixed.
 - d. Medical Certificate
 - e. Certificate of verification of antecedents of persons by local police authority.
30. The Agency shall depute a coordinator, who would be responsible for immediate interaction with the designated authority of the PGSC so that optimum services of the persons deployed by the agency could be availed without any disruption.
31. No cooking / tea preparation will be allowed in open in the premises of PGSC.
32. The service provider shall provide a substitute well in advance, if there is any probability of the persons leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
33. The service provider shall be contactable at all times and message by phone/mail/Fax/Special Messenger from the PGSC to him/her should be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the PGSC implementing the Contract from time to time.
34. The successful bidder will enter into an agreement with the PGSC for supply of suitable manpower as per the requirement on the terms and conditions of the agreement.
35. On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute of account of termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
36. A permanent attendance register will be maintained by the service provider in the premises of the PGSC which will be open for inspection and checking by authorized officers of the PGSC.
37. The service provider shall not assign, transfer, pledge or sub contract the performance of services.
38. The agreement can be terminated by either party by giving three months' notice in advance. If the agency fails to give three months' notice in writing for termination of the Agreement pending bills, security deposit and any other amount due to the Service Provider from the office shall be forfeited.
39. The bidders shall have to obtain the required license from the licensing authority of respective Department/Circle/Division/Other units before deployment of personnel in PGSC.
40. That if any amount is found payable by the bidders towards, wages, and statutory dues in respect of personnel or any loss to PGSC property, the same shall be adjusted from the security deposit of the extent of the amount so determined reserving right to recover the

- deficit amount through other modes of recovery including the right to terminate the agreement without notice.
41. PGSC reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
 42. **Any other activity/area/item which is omitted to be mentioned anywhere in the tender document but is supposed to be the part of Horticulture & Landscaping services of PGSC, shall not vitiate the Contract or release the Contractor from the obligation of the whole or any part of the Horticulture & Landscaping services comprised therein according to drawings and specifications or from any of his obligations under the contract.**
 43. PGSC may at its sole discretion and at any time during the evaluation of Bids, disqualify any Bidder, if the Bidder has:
 - a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
 - b) Exhibit the record of poor performance, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
 - c) Failed to provide clarifications related thereto, when sought;
 - d) Submitted more than one Bid(directly/in-directly);
 - e) Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
 - f) Submitted a bid with price adjustment/variation provision.
 - g) Documents are not submitted as specified in the tender document.
 - h) Suppressed any details related to bid.
 - i) Submitted incomplete information, subjective, conditional offers and partial offers submitted
 - j) Not submitted documents as requested in the checklist.
 - k) Any non-adherence/non-compliance to applicable tender content.

G. PERFORMANCE MONITORING:

1. The Senior Officer/representative of the agency should visit PGSC regularly to check and monitor the performance of manpower deployed for housekeeping activities and must see Manager Estate once in a week and Director, PGSC atleast once in a month for co-ordination
2. The supervisor deployed by the Contractor is supposed to be present in PGSC campus during working hours. He will give daily progress report regarding Horticulture & Landscaping work to the Manager Estate/Scientist In-charge, PGSC.
3. The agency/service provider will ensure the deployment of minimum 16 Gardeners (Malis) daily. In case, the agency fails to deploy minimum Gardeners daily then the penalty of Rs.500/- per day shall be imposed on the agency.

4. The Director or his nominee shall be at liberty to check any time the Horticulture & Landscaping activities of the Contractor and in case of default, the Manager Estate/Scientist In-charge may impose penalty as deemed fit by him. The decision of the Director shall be final in this regard.

H. MODE OF PAYMENT

Mode of payment will be monthly and would be reimbursed to the contracting agency by 10th of succeeding month on submission of the bill for the past month. The payment will be made through NEFT/RTGS/Account Payee Cheque / DD after deducting TDS as applicable. However, it is the responsibility of the Agency to produce previous months ESI, PF contribution receipts and payments as per minimum wages to the satisfaction of the PGSC as mentioned in General Conditions above.

I. DURATION OF CONTRACT

The duration of the contract will be, initially, for a period of One (01) year, which can be extended further on year to year basis subject to satisfactory performance of the services.

J. TERMINATION OF CONTRACT

- a. The Contracting Agency shall strictly comply with the terms and conditions of the agreement. In case of violation of any of the terms, the agreement shall be liable for cancellation immediately at the instance of the PGSC and the security deposit shall stand forfeited and shall not be refunded in any case.
- b. However, if Contracting Agency would like to discontinue, a notice of 3 months is required to enable the PGSC to make alternative arrangements.

K. LEGAL JURISDICTION

All disputes shall be subject to Kapurthala Court's jurisdiction.

L. ARBITRATION

In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matters the decision of which is specifically provided under this contract) the same shall be referred to arbitrator to be appointed by Director General, PGSC. The award of such Arbitrator shall be final and binding on the parties thereto. The Arbitration and Conciliation Act, 1996 shall apply to arbitration proceedings.

M. EXECUTION OF AGREEMENT

Specimen of the Contract Agreement to be executed between two parties is enclosed as **Appendix A**. The expenses for the execution of agreement will be borne by the Contracting Agency.

N. FINANCIAL BID

- i. Financial bid should strictly be in accordance with the enclosed format: “Service Charges /Administrative Charges” shall, in no case, be ‘Zero percent or its derivatives upto 0.9999 percent and thereof’ or more than 2½% (Two and half percent) of the amount of contract”.
- ii. In case of tie in Price bid i.e. same lowest rate is quoted by more than one bidder (L1), the following evaluation criteria in order of priority will be followed:
 - a. Bidder with higher work experience of providing Horticulture & Landscaping services in other Departments of Government of India/ Government of Punjab/ Autonomous Bodies/ Public Sector Undertakings etc. during last three years (i.e. 2019-20, 2020-21 & 2021-22).
 - b. Punjab based firms will be preferred
 - c. Preference will be given to the firms/bidders having highest Turnover.

The above parameters will be inferred from the documents uploaded by tenderer.

- iii. The bidder offering Lowest “Service Charges/Administrative Charges” would be termed as L1 (Least Cost) bidder or the successful bidder. However, “Service Charges /Administrative Charges” shall, in no case, be ‘Zero percent or its derivatives upto 0.9999 percent and thereof’ or more than 2½% (Two and half percent) of the amount of contract”.

O. START OF CONTRACT

The date of Start of Contract will be mutually decided. The date of Start for outsourcing of Manpower for Horticulture & Landscaping Services could vary depending upon the expiry dates of the present contracts / notice period etc.

FINANCIAL BID (Manpower for Horticulture & Landscaping Services)
(To be quoted Online Only)

Amount Quoted:

Contractor's Administrative Charges/Service Charges to be quoted online:(In figure):_(Percent)

(In words):_____ (Percent)

NOTE:

- 1) Goods & Service Tax (GST)/Other Govt. Taxes (if any) will be paid as per rules applicable.
- 2) The number of manpower mentioned in the tender document are only indicative and the actual nos. will be decided by the Designated Authority of PGSC from time to time depending upon the requirement of PGSC.
- 3) Payment of "Manpower" shall be as per Minimum Wages (as per approved DC rates) including all Employer's Statutory contributions.
- 4) "Service Charges /Administrative Charges" shall, in no case, be 'Zero percent or its derivatives upto 0.9999 percent and thereof' or more than 2½% (Two and half percent) of the amount of contract".
- 5) TDS and other deductions shall be made as per Govt. rules.

No other charges other than mentioned above will be paid by PGSC during the contract period, unless there is any notification from the Govt. side.

I certify that all the terms and conditions indicated in the tender documents are acceptable to us.

Signature of the Authorized Person of the Concern
Full Name:
Designation:
Company Seal:

Note: 1) PGSC reserves the right to omit altogether or add any item or condition at the time of signing the agreement and the Agency shall not be entitled for any compensation due to the omission or addition.

CHECK LIST

S . N o .	Items	Documents attached at which page number
	TECHNICAL BID	
1	Date of establishment of the agency (Attach a copy of Registration Certificate).	
2	Details of the Registered office address of the Agency with office telephone number, Fax number and Mobile number and the name of the contact person(s).	
3	Details of the office nearest to Pushpa Gujral Science City, Kapurthala: address of the Agency with office telephone number, Fax number and Mobile number and the name of the contact person(s).	
4	Copy of Registration with Labour Commisioner / Labour License	
5	Copy of Registration with EPFO	
6	Copy of Registration with ESI	
7	Copy of GST registration (Complete set)	
8	Copy of PAN / TAN card	
9	Bidders should have successfully carried out similar jobs with minimum average turnover of Rs. 1.00 Crores during the last 3 financial years i.e. 2019-20 2020-21 & 2021-22. <i>(Attach: copies of Balance Sheets certified by the Chartered Accountant (CA) and Income Tax returns for the last 3 years to be attached (2019-20 & 2021-22).</i>	
10	Whether the firm is blacklisted by any Govt. Department or any criminal case is registered against the firm or its owner / partner anywhere in India. Please attach duly notarized affidavit stating that the agency is/has not been blacklisted by Centre/ State Government/ PSU etc.	
11	Length of experience in the field	
12	The Service Providers / Companies/ Firms / Agencies must have the work experiences of providing Horticulture & Landscaping services in atleast 03 other Departments of Government of India/ Government of Punjab/ Autonomous Bodies/ Public Sector Undertakings etc. during last three years (i.e. 2019-20, 2020-21 &	

	2021-22). <i>(Attach: Copies of experience certificates, work orders and particulars of contact officer in the concerned Ministries / Departments / PSU may please be furnished for the purpose of verification).</i>	
1 3 .	Agencies that had earlier been issued any Letter of Intent / any order / have done any job / work for Pushpa Gujral Science City any time in the past have to compulsorily submit a Certificate of Satisfactory Performance otherwise tender will be rejected. <i>(Attach: Certificate of Performance issued by PGSC)</i>	
1 4 .	Horticulture & Landscaping services providing agencies should have been in existence for not less than two years. Proof regarding minimum 50 persons working on company's payroll should be enclosed. <i>(Attach: Proofs showing employment of minimum 50 persons working on company's pay roll such as EPF statement etc).</i>	
1 5 .	List of other major clients in following order (S. No., Name of the organization, contract period, value of the contract and contact details)	
1 6 .	Signed & Stamped Tender Document	
	FINANCIAL BID	
	Financial Bid for Horticulture & landscaping Services should be submitted Online in prescribed format	

Appendix “A”

This agreement is entered into at Kapurthala Office onday ofbetween Pushpa Gujral Science City(PGSC), Kapurthala referred to as Society on the one part and M/s _____ through its _____with registered office at ____ (hereinafter referred to as “Contractor” which expression shall unless repugnant to the context shall include its partners their respective heirs, successors, legal representatives and assignees) of the part:

2. Whereas PGSC requires the services of persons/firm having experience in the trade of supplying manpower for Horticulture & Landscaping Services on outsource basis from time to time requirements, the contractor has offered to supply such personnel vide its bid and PGSC Tender. The contractor’s bid has been found to be in order and has been accordingly accepted by PGSC.

3.1 Now, therefore, after considering the offer of the above mentioned Agency PGSC here by accepts the rates and assigns the contract to M/s _____ @ of the existing wages fixed for category of the posts mentioned asunder:

- | | |
|--------------------------------|--------------------------------|
| (i) Horticulture & Landscaping | Rs. _____ per month Supervisor |
| (ii) Gardeners (Malis) | Rs. _____ per month |

3.2 The above rates are based on existing minimum wages approved by the DC consisting of following:

Sr. No.	Description
i)	Wages (As per DC rate)
ii)	EPF: Employer’s Contribution@ as applicable
iii)	ESI (Employer’s contribution]@ as applicable
iv)	Bonus, if applicable
v)	Any Other Statutory obligation to be paid by PGSC (Please specify with document)
vi)	Administrative / Service Charges as quoted in the Financial Bid Only
vii)	GST or any other tax as applicable as per Govt. Rules

- 3.3 No other charges other than mentioned above will be paid by PGSC during the contract period, unless there is any notification from Govt. side.
- 3.4 The above rates are for 8 working hours' daily duty and 7 days a week.
- 3.5 National Holidays (3 Nos) shall be observed as per PGSC schedule.
- 3.6 There will be one mandatory weekly off and 12 Casual leaves per year applicable to personnel deployed by the Outsource Manpower Agency.
- 3.7 Estimated Horticulture & Landscaping Manpower requirement shall be as under:
- | | |
|---------------------------------|----|
| i. Supervisors- Highly Skilled* | 01 |
| ii. Gardeners (Malis) | 25 |
- *Horticulture & Landscaping Supervisor should be 10+2 qualified and should have minimum 2 years relevant experience in supervisory capacity. Preference will be given to a retired army personnel or a person having diploma/certification in Horticulture & Landscaping or agriculture related activities etc.
- 3.8 The actual requirement of Horticulture & Landscaping staff may vary from time to time as agreed mutually by both the parties. However, total mandays (including supervisor) shall, in no case, be more than 650 mandays per month.
- 3.9 In case any kind of additional manpower is required by PGSC during the execution of contract, the same with requisite eligibility as well as other terms and conditions would be conveyed to the agency which will accordingly arrange and supply suitable requisite manpower to PGSC.

4. SCOPE OF WORK OF HORTICULTURE & LANDSCAPING SERVICES

Proper maintenance and development of complete Plantation work (Trees, Shrubs, Hedge, Ground covers), grass, nursery, flower pots of all sizes, flower beds in Science City Campus as per requirements of PGSC. The services shall be provided strictly as per the requirements and directions of the Manager Estate/ Scientist-in- Charge for Horticulture and Landscaping Services of the PGSC. The maintenance work will include the following:

4.1 Routine Maintenance Work to be performed by the manpower deployed by the agency

- (i) Maintenance of different parks of the entire Campus.
- (ii) Weeding and hoeing (in "wetter" condition) of the planted area.
- (iii) Filling up the gaps / mortalities.
- (iv) Pruning / trimming of plants, shrubs, herbs, hedges & beds etc.
- (v) Weeding & Cleaning of tree basins & pots etc.
- (vi) Manuring of plants and trees as and when required.
- (vii) Spraying of appropriate insecticides, pesticides, fungicide etc. under the guidance of the PGSC.
- (viii) Maintenance of a small nursery at site.
- (ix) Keeping garden pathway free from weeds.
- (x) The manpower deployed by the agency will have to develop and maintain the lawns & keep all the plantation disease and pest free. They will have to ensure healthy and desirable condition of the lawns and other plant material during the entire period of its maintenance.
- (xi) Watering plants, shrubs, saplings, trees daily (except on rainy days) preferably in the morning & evening and not in the hot sun to avoid heavy transpiration;
- (xii) Regular uprooting all kinds of weeds;
- (xiii) Removal of unwanted bushes from the campus.
- (xiv) Removing the dead leaves, cleaning the area including disposal of waste and dead leaves, twigs, garbage on day to day basis, making bunds to the plants wherever required, adding fertile soil and manure to the roots of the plants wherever necessary;
- (xv) Replacing all the dead, diseased plants, vacant patches anywhere in the campus including the potted ones as when and where it occurs.
- (xvi) Maintaining all plant hedges decently. Pruning and mowing should be done by keeping the foliage aesthetically at a reasonable size without making them bald with a motive to keep a longer gap for the next job.
- (xvii) Overgrowing trees from gardens spreading on to PGSC premises will have to be pruned periodically.

- (xviii) Any gap on fences, hedges or elsewhere will have to be filled up within a week.
- (xix) Performing all such other relevant maintenance services in accordance with all Laws, including complying with all legal formalities required in engaging suitably qualified, experienced, competent gardeners as may reasonably be required for the performance of the services;
- (xx) Providing adequate no. of labourers with 8 hours diligent work with one skilled horticulture Supervisor with necessary experience and training.
- (xxi) Supervisor deployed by the agency shall take such steps that snakes/bandicoots etc. do not cause any menace in the garden, surroundings of PGSC premises. The Pop Up and Drip Irrigation System will be operated and maintained as per site requirement.
- (xxii) The watch & ward of the planting material, Lawns & other components of works.
- (xxiii) The maintenance of the planted material and lawn grass to the satisfaction of the Incharge Horticulture.
- (xxiv) Supervisor deployed by the agency fixing of transparent Polythene sheet (LDPE), bamboos etc. required to save the plants from the effect of fog in winter-season.
- (xxv) Mortal plants measurements will be done by the supervisor of agency as per the requirement of PGSC.
- (xxvi) Scope of Horticulture and Landscaping services will include all the horticulture and landscaping activities in campus whether these have been mentioned or omitted to be mentioned in the tender document.

4.2 Seasonal Maintenance Work to be performed by the manpower deployed by the agency

- i. Pruning, cutting and dressing bushes and plants: pruning to be done at regular intervals, strictly ensuring no damage to the beauty & aesthetics of the hedges & plants on all sides.
- ii. Mow and prune the grass everywhere whenever required or at least once in a month by keeping it aesthetically decent.
- iii. Planting of seasonal flower plants like marigold, dahlia, zinnia, sevanthi etc. in each of the three seasons in a year at the places as may be decided by PGSC.
- iv. Planting additional trees every quarter as indented by PGSC.

- v. Dried leaves, mowed grass etc. will be used for composting and Vermicomposting without causing any damage / inconvenience to the Public in the surroundings. Place for the said purpose will be provided by the PGSC. It is worth mentioning here that any type of burning of dried leaves, grass, bushes etc. is strictly prohibited in PGSC. Adequate earthworms will be maintained in Vermi-composting units.
- vi. Apply Insecticides / Pesticides to control pests and cure the insect infections as per requirement of PGSC.
- vii. Use suitable and seasoned bio-manure / gobar / compost / fertile red soil to the plants as and when necessary setting up and maintaining of Vermi Composting unit to prepare compost from dried leaves, grass and bio degradable waste in the PGSC Campus. Adequate earthworms will be maintained in Vermi-composting units.
- viii. Filling up and leveling of soil surfaces to prevent erosion of soil on any part of the garden due to rain or for whatsoever reason.
- ix. Cleaning the dust and dirt, debris etc., and remove all the scaffoldings and other materials used for the works away from the site and keep the site free from all the above.
- x. Area under Karnal Technology will be kept clean as it is to be used in EE & SDE Training.
- xi. Maintaining of all garden tools to be provided by PGSC.

4.3 Landscaping:

- (i) The Supervisor will advise on basic landscaping elements.
- (ii) Ensure that name plates of plants /trees are properly maintained.

4.4 **Other General Tasks:** In addition to all above, the manpower deployed by the agency may be asked to perform any other general task as per requirement of PGSC.

4.5 **Estimated Manpower Requirement:** The estimated manpower requirement for Horticulture & Landscaping manpower shall be as under:

i.	Supervisors- Highly Skilled*	01
ii.	Gardeners (Malis)	25

*Horticulture & Landscaping Supervisor should be 10+2 qualified and should have minimum 2 years relevant experience in supervisory capacity. Preference will be given to a retired army personnel or a person having diploma/certification in Horticulture & Landscaping or agriculture related activities etc.

The actual requirement of manpower may vary from time to time as per requirement of PGSC. However, total mandays (including supervisor) shall, in no case, be more than 650 mandays per month.

4.6 **Requirement of Additional Manpower (if any):** In case any kind of additional manpower is required by PGSC during the execution of contract, the same with requisite eligibility as well as other terms and conditions would be conveyed to the agency which will accordingly arrange and supply suitable requisite manpower to PGSC.

4.7 **Payment to Outsource Manpower:** Payment of ‘Manpower’ shall be as per Minimum Wages (as per approved DC rates) including all Employer’s Statutory contributions which are as under:

Sr. No.	Description
i)	Wages (As per DC rate)
ii)	EPF: Employer’s Contribution@ as applicable
iii)	ESI (Employer’s contribution]@ as applicable
iv)	Bonus, applicable
v)	Any Other Statutory obligation to be paid by PGSC(Please specify with document)
vi)	Administrative Service Charge to be quoted in the Financial Bid Only
vii)	GST or any other tax as applicable as per Govt. Rules

No other charges other than mentioned above will be paid by PGSC during the contract period, unless there is any notification from the Govt. side.

It is the responsibility of the Agency to produce previous months ESI, PF contribution etc. receipts and payments as per minimum wages to the satisfaction of the PGSC for the release of payment.

5. PERIOD AND NAME OF CONTRACT

The Contract shall be for a period of one year from ___ to ____ However, the contract can be extended further by mutual consent on year to year basis subject to satisfactory performance of duties as detailed in the contract and proper fulfillment of all terms and conditions of the agreement by the contractor concerned as may be deemed fit by the competent authority of PGSC. The name of the contract will be Outsourcing of Manpower for Horticulture & Landscaping Services at Pushpa Gujral Science City.

6. GENERAL CONDITIONS

6.1. Personnel provided by the Contractor should be smart intelligent and with good bearings and the contractor will be responsible to maintain the discipline among its staff. The service

provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of the PGSC. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by agency.

- 6.2. The persons engaged by the agency will be employees of the Agency only and not of the PGSC. They shall not have any claim of regularization of services with PGSC. The Agency will be responsible for the payment of wages at Minimum Wages as prescribed from time to time and it shall be the duty of the service provider to pay their salary/wages in time i.e. before 5th day of every month. It will be the sole responsibility of the agency to release the payment of its employees without waiting for the release of their pending bills.
- 6.3. Deployment of Horticulture & Landscaping staff shall be for 7 days a week for 8 working hours daily.
- 6.4. The Agency will provide a valid proof of payments like EPF, ESI, GST etc. to the PGSC, failing which PGSC may hold the payment of Agency. However, if the Agency is defaulter in this respect for three consecutive months, the contract is liable to be cancelled at the discretion of the PGSC without any further notice.
- 6.5. Only well able bodied, physically fit, well trained, disciplined and honest persons not below the age of 18 years and above the age of 55 years, shall be deployed by the contracting agency for performing the Horticulture & Landscaping work in the Science City.
- 6.6. The PGSC shall have the right to accept / replace any person without assigning any reason whatsoever and the substitute shall have to be provided by the Contractor immediately. The service provider will have to remove from the office, any debarred persons, who is found incompetent or for his/her/their misconduct and the service provider shall forthwith replenish such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable, to the PGSC because of any security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- 6.7. Horticulture & Landscaping personnel will perform eight hours duty. There will be one mandatory weekly off, three national holidays and 12 casual leaves per year available for the Horticulture & Landscaping personnel. However, during the leave and off day, necessary arrangement of substitute should be made by the Horticulture & Landscaping Supervisor/agency.
- 6.8. The agency's personnel shall not divulge or disclose to any persons of any details of office, operation process technical know-how, security arrangements, administrative / organizational matters as all are confidential/ secret in nature.

- 6.9. The contractor shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- 6.10. The contractor shall take all necessary steps to ensure that due to Horticulture & Landscaping work, official work and public are not put to inconvenience during Office timings and there is no safety hazard/any other hazard at workplace.
- 6.11. The service provider will provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of the PGSC.
- 6.12. In case of leave or change of person, timely information will be given to the PGSC authorities by the Contractor.
- 6.13.** The persons deployed by the Agency should not have any adverse Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Agency should also produce/submit proof/document of such Police inquiry to PGSC. The contractor will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. **The contractor also ensures to follow the reservation of SC/BC communities of persons hired as per Govt. norms.**
- 6.14. The agency has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. The staff deployed by the Contractor while working in the Campus will always wear proper uniform and identity cards issued by the Agency / Contractor for verification.
- 6.15. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. and PGSC shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation including Gratuity etc. The Agency will comply all statutory provisions of law, rules and regulations of Act and keep PGSC informed about any amendment in the law from time to time. The PGSC will not be liable to pay any amount other than settled in the contract. The contractor shall be solely responsible and liable for his persons under the provisions of Contract Labour (R&A) Act, ESI Act 1948, Workman Compensation Act 1923, Payment of Gratuity Act, 1948, Employee's provident Fund and Miscellaneous Provisions underlabour and services laws. The service provider's personnel shall not claim any benefit/ compensation/ regularization or services from PGSC under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to PGSC.

- 6.16. Payments to the agency would be strictly on certification by the PGSC officer. The service provider shall be contactable at all times and messages sent by phone /e-mail/ fax / special messenger from PGSC shall be acknowledged immediately on receipt. The Service Provider shall strictly observe the instructions issued by the Department in fulfillment of the contract from time to time.
- 6.17. PGSC shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider. However, service provider will be fully liable for any damages, loss or theft etc. caused by their personnel/staff.
- 6.18. That the Service Provider on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If PGSC suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to PGSC for the same.
- 6.19. The agency shall keep PGSC fully indemnified against any such loss or damage. Any accident/ casualty occurred during the course of working to any staff engaged by the Agency, the responsibility will remain with the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with Agency and PGSC will no way be responsible for it or any other clause mentioned above.
- 6.20. The Agency will keep their personnel upto date in their respective skills by imparting training on regular intervals.
- 6.21. If the services are found to be satisfactory, the contract may be extended further, on the same terms and conditions or with some addition/deletion/modification by the PGSC and as mutually agreed by the Firm/Agency.
- 6.22.** The agency shall raise the bill along with attendance sheet. Service Provider will raise the bill of a month by 7th day of following month. The bill shall accompany copies of PF/ESI challans (if any), attendance sheet, GST challan etc. falling which the bill/a portion of the bill amount shall be held till the proof is furnished, at the discretion of the PGSC. The payment will be released by 10th of every month through RTGS, subject to its completeness and correctness in all respect, after deduction of taxes deductible at source under the law in force.
- 6.23. The persons engaged by the agency will be employees of the Agency only and not of the PGSC. They shall not have any claim of regularization of services with PGSC. The

Agency will be responsible for the payment of wages at Minimum Wages as prescribed from time to time and it shall be the duty of the service provider to pay their salary/wages in time i.e. before 5th day of every month. It will be the sole responsibility of the agency to release the payment of its employees without waiting for the release of their pending bills.

- 6.24. The service provider shall also be liable for depositing all taxes, levies, cess etc. on account of services rendered by it to concerned tax collection authorities from time to time as per extent rules and regulations on the matter.
- 6.25. In case the tendering Agency fails to comply with any statutory/taxation liability under appropriate law and as a result thereof the PGSC is put to any loss/obligation, monetary or otherwise, PGSC will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency to the extent of the loss or obligation in monetary terms.
- 6.26. In case of breach of any terms & conditions stipulated in the contract, the performance security deposit of the Agency will be liable to be forfeited by the PGSC besides annulment of the contract.
- 6.27. The contracting company/firm/agency shall furnish following documents in respect of the persons who will be deployed by it in the PGSC before the commencement of work:
 - 6.27.1. List of persons shortlisted containing full details i.e. date of birth, marital status, address, educational and professional qualifications, experience etc.
 - 6.27.2. Photocopy of Adhaar card
 - 6.27.3. Bio-data of the person with photograph affixed.
 - 6.27.4. Medical Certificate
 - 6.27.5. Certificate of verification of antecedents of persons by local police authority.
- 6.28. The Agency shall depute a coordinator, who would be responsible for immediate interaction with the designated authority of the PGSC so that optimum services of the persons deployed by the agency could be availed without any disruption.
- 6.29. No cooking / tea preparation will be allowed in open in the premises of PGSC.
- 6.30. The service provider shall provide a substitute well in advance, if there is any probability of the persons leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- 6.31. The service provider shall be contactable at all times and message by phone/mail/Fax/Special Messenger from the PGSC to him/her should be acknowledged immediately on receipt on the same day. The Service Provider shall

strictly observe the instructions issued by the PGSC implementing the Contract from time to time.

- 6.32. On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute of account of termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- 6.33. A permanent attendance register will be maintained by the service provider in the premises of the PGSC which will be open for inspection and checking by authorized officers of the PGSC.
- 6.34. The service provider shall not assign, transfer, pledge or sub contract the performance of services.
- 6.35. The agreement can be terminated by either party by giving three months notice in advance. If the agency fails to give three months notice in writing for termination of the Agreement then pending bills, security deposit and any other amount due to the Service Provider from the office shall be forfeited.
- 6.36. That if any amount is found payable by the bidders towards, wages, and statutory dues in respect of personnel or any loss to PGSC property, the same shall be adjusted from the security deposit of the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
- 6.37. Scope of Horticulture & Landscaping services will include all the Horticulture & Landscaping activities in campus whether these have been mentioned or omitted to be mentioned in the tender document.
- 6.38. If the services are found to be satisfactory, the contract may be extended further, on the same terms and conditions or with some addition/deletion/modification by the PGSC and as mutually agreed by both the parties.
- 6.39. Any other activity/area/item which is omitted to be mentioned anywhere in the tender document but is supposed to be the part of Horticulture & Landscaping services of PGSC, shall not vitiate the Contract or release the Contractor from the obligation of the whole or any part of the Horticulture & Landscaping services comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 6.40. All other terms and conditions already incorporated in the tender documents will continue to be binding on the contractor.

7. PERFORMANCE MONITORING:

- 7.1 The Senior Officer/representative of the agency should visit PGSC regularly to check and monitor the performance of manpower deployed for housekeeping activities and must see Manager Estate once in a week and Director, PGSC atleast once in a month for co-ordination
- 7.2 The supervisor deployed by the Contractor is supposed to be present in PGSC campus during working hours. He will give daily progress report regarding Horticulture & Landscaping work to the Manager Estate/ Scientist In-charge, PGSC.
- 7.3 The agency/service provider will ensure the deployment of minimum 16 Gardeners (Malis) daily. In case, the agency fails to deploy minimum Gardeners daily then the penalty of Rs.500/- per day shall be imposed on the agency.
- 7.4 The Director or his nominee shall be at liberty to check any time the Horticulture & Landscaping activities of the Contractor and in case of default, the Manager Estate/ Scientist In-charge Incharge may impose penalty as deemed fit by him. The decision of the Director shall be final in this regard.

8. SECURITYDEPOSIT

- 8.1. As per tender document, the Service Provider / Agency selected for awarding the job will be required to deposit a performance security amount of Rs.3,00,000/- (Rupees Three Lac only) in the form of unconditional Bank Guarantee / Demand Draft/ FD in favour of Pushpa Gujral Science City as a security which will be forfeited in the event of termination of the contract on account of violation of any of the mentioned terms and conditions. Security deposit would be required within 7 working days from the date of issue of work order and shall be valid up to Ninety (90) days after the completion of the Contract period. Security Deposit amount will not bear any interest.
- 8.2. 100% payment for the 1st Month will be reimbursed on submission of an unconditional Bank Guarantee / DD/ FD towards Security Deposit and compliance of other statutory provisions.
- 8.3. The EMD of the agency will be adjusted towards the security deposit.
- 8.4. The Security Deposit (only Principal amount) will be refunded on the completion of the contract without any interest payable on it.

9. TERMINATION OF CONTRACT

The contract shall be deemed to end in any of the following contingencies:

- 9.1 On the expiry of the contract period

Or

9.2 A notice by PGSC at any time during the currency of services, in case the services rendered by the contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services.

Or

9.3 For committing breach of any of the terms and conditions of the contract by the contractor.

Or

9.4 on assigning the contract or any part thereof for any benefit or interest therein or there under by the contractor to any third person

Or

9.5 For sub-letting the whole or a part of the contract to any third person.

Or

9.6 On contractor being declared insolvent by competent Court of Law.

9.7 However, if Contracting Agency would like to discontinue, a notice of 3 months is required to enable the PGSC to make alternative arrangements. During the notice period for termination of the contract, the contractor shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption/hindrance/problem of any nature to the PGSC.

9.8 In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reason or circumstances, liabilities thereof of the contract shall be borne on such terms and conditions, as the PGSC may further think proper in public interests or revoke the contract by the following, namely:

9.8.1 Legal heirs in case of sole proprietor

9.8.1 The next partners in the case of company or firm.

PGSC shall reserve the right to settle the matter accordingly to the circumstances of the case as it may think proper.

9.9 No party shall be allowed to be represented by a lawyer during any investigation, enquiry, dispute or appeal.

10 Arbitration : In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matters the decision of which is specifically provided under this contract) the same shall be referred to arbitrator to be appointed by Director General, PGSC. The award of such

Arbitrator shall be final and binding on the parties thereto. The Arbitration and Conciliation Act, 1996 shall apply to arbitration proceedings.

11 Jurisdiction of the Court: The courts at Kapurthala only shall have the jurisdiction for the purpose of this agreement.

In witness whereof, the parties have hereto respectively subscribed their names at the places and on the dates herein after in each specification.

For M/s _____
(CONTRACTOR)

In the presence WITNESSES

1. Name
Residence
Occupation

2. Name
Residence
Occupation

Administrative Officer
Pushpa Gujral Science City

In the presence WITNESSES

1. Name
Residence
Occupation

2. Name
Residence
Occupation

Performance Security (Bank Guarantee)
[Guarantor letterhead]

Beneficiary: [insert name and Address of Procuring Entity/
Date:[Insert date of issue]

Performance Guarantee No...... . [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that-----[**insert name of Supplier which in the case of a joint venture shall be the name of the joint venture**] (hereinafter called "the Applicant") has entered into Contract No.[**insert reference number of the contract**] dated..... [**insert date**] with the Beneficiary, for supply of..... [**insert name of contract and brief description of Goods/Services/works/**] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of Rupees.....[**insert amount in figures**]..... [**insert amount in words**], such sum being payable upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

This guarantee shall expire, no later than the..... and any demand for payment under it must be received by us at PGSC indicated above on or before.

[signature(s)]