



# Government College of Engineering, Aurangabad

(An Autonomous Institute of Government of Maharashtra)

Railway Station Road, Osmanpura - 431005

"In Pursuit of Technical Excellence"

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## E-TENDER NOTICE

Tender No. GECA/Horti.&Garden Maint./2021/1

Date: 22-11-2021

### Contract for Providing Horticulture and Garden Maintenance Services at Government College of Engineering, Aurangabad, Maharashtra - 431005

Tenders are invited from the eligible **registered Private** Agencies to provide **Horticulture and Garden Maintenance Services at Government College of Engineering, Aurangabad**. To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Government of Maharashtra- <https://maharashtra.nextprocure.in> from Date **23-11-2021, 09:00 Hrs to 15-12-2021, 23:00 Hrs**. Pre-Bid meeting shall be held on **30<sup>th</sup> November 2021, 15:00 Hrs, at: Electrical Dept. Seminar Hall** of the Institute to clarify any queries of the Bidder.

Sd/-

( Principal )

Govt. College of Engineering,  
Aurangabad

## IMPORTANT DATES

Duration of Sale of Tender Document / Document Download Period	:	23 <sup>th</sup> November 2021 to 15 <sup>th</sup> December 2021, 15:00 Hrs.
Pre- Bid Meeting	:	30 <sup>th</sup> November 2021, 15:00 Hrs, at: Electrical Dept. Seminar Hall
Bid Submission Period	:	23 <sup>th</sup> November 2021 to 15 <sup>th</sup> December 2021, 15:00 Hrs.
Time & Date of Opening	:	16:00 Hrs, on 15 <sup>th</sup> December 2021
Period of Contract	:	Initially for the term of 11 months and further extendable by up to two terms (11 months at a time) on satisfactory performance.
Tender Document Fee (Non-Refundable)	:	<b>₹ 1000/-</b>
Estimated Cost of Work (Only Indicative)	:	₹ 06 Lacs (Excluding Taxes)
Earnest Money Deposit	:	<b>₹ 25,000/-</b>

**GENERAL RULES AND INSTRUCTIONS TO INTENDING  
TENDERERS / BIDDERS**

**1. Pre-bid Meeting and Clarifications:**

A pre-bid meeting shall be held in the office of the Tender Inviting Authority, to clarify any query of tenderer regarding terms and conditions and scope of work. Attending pre-bid meeting is not mandatory.

**2. Minimum Eligibility Criteria:**

2.1 Tenderers/bidders should be registered agencies registered under Indian Registration Act 1908 / Indian Partnership Act 1932/ Companies Act 1956, providing similar kind of services for three years during the latest **last five financial years** (i.e. providing horticulture and garden maintenance services) in Large Educational/ Research Institutions, Universities run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies.

2.2 The Tenderer must have achieved minimum average annual turnover of **₹ 30 lakh** during latest three completed financial years and should be profit making.

2.3 The Tenderer should be registered for Income tax, Service tax and EPF.

2.4 The Tenderer should be registered under Contract Labour (Regulation and Abolition) Act, 1970 and should be valid at the time of bid submission date.

2.5 The Tenderer should not be debarred either by the Tender Inviting Authority or by any State Government or by Government of India.

**3. Minimum Qualification Criteria:**

3.1 The Tenderer should have minimum three years' experience in doing similar nature of work and have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued from at least three clients.

3.2 The Tenderer should meet any one of the three criteria as under:

3.2.1 Should have successfully completed ONE similar work of value equal to **₹ 30 Lakh** or more from any reputed large Hospital/Educational/Research Institutions, Universities run by Central Government/State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in last three years.

OR

3.2.2 Should have successfully completed TWO similar works of value equal to **₹ 15 Lakh** each or more each from any reputed large Hospital/Educational/ Research Institutions, Universities/ hospitals run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in last three years.

OR

3.2.3 Should have successfully completed THREE similar work of value equal to Rs. ₹ 10 Lakh each or more from any reputed large Hospital/Educational/ Research Institutions, Universities/hospitals run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in last five years.

3.3 The Tenderer should have sufficient employees on its rolls specifically trained for horticulture/garden maintenance work. Full list of the employees, viz., name, age, employee code, designation, experience in the field of horticulture/garden maintenance work, PF, ESI deduction and details etc. should be attached with the Technical Bid. Tenderer should also submit details of the health and safety measures which the tenderer has taken for his workers. The Tenderer should submit proof of ESI and EPF deduction & deposit to relevant authorities during last three financial years.

**4. Documents to submitted in support of eligibility and qualification at the time bid submission:**

The Tenderer should submit the following documents along with Technical Bid:

- 4.1 The copy of Firm's Registration / Incorporation Certificate with relevant authority in India.
- 4.2 Self-attested copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.
- 4.3 Statement of average annual turnover of latest last three years, in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.
- 4.4 Audited Balance Sheet along with Profit & Loss Statement of latest three financial years.
- 4.5 Earnest Money Deposit (EMD) of required amount in terms of Demand Draft, in favour of ***“Principal, Government College of Engineering, Aurangabad.”***
- 4.6 If tender document have been downloaded from institute's website (www.geca.ac.in), then the Tenderers must enclose cost of bid document mentioned above in form of Demand draft along with its Technical Bid.
- 4.7 Sales Tax and Income Tax clearance certificates along with ITR copies of last three financial years.
- 4.8 Self-attested copy of Service tax registration certificate/(s), Employee Provident Fund (EPF) and PAN card.
- 4.9 Self-attested copies of work orders and client's satisfactory certificates in support of minimum qualification criteria given in clause 3.1 above.
- 4.10 Self-attested copy of ESI registration certificate.

4.11 Declaration on for not having been blacklisted by any Tender Inviting Authority or by any State Government or by Government of India.

**5. Sale of Tender Document:**

5.1 The complete set of tender documents may be purchased by interested Tenderers within the prescribed time on the submission of a written application to the Tender Inviting Authority and upon payment of a nonrefundable fee of ₹ 1000 (Rupees One Thousand only) in the form of Demand Draft drawn in favor of Tender Inviting Authority, payable at Aurangabad.

5.2 The Tender document can also be downloaded from the website <http://www.geca.ac.in>. In such case, the Tenderers must enclose cost of bid document mentioned above in form of Demand draft along with its Technical Bid. Tenders found without tender fee shall be rejected.

**6. Bid Security / Earnest Money Deposit (EMD):**

5.3 The Tenderer is required to submit Earnest Money Deposit (EMD) of ₹ 25,000/-. The EMD should be in the form of Demand Draft issued from any scheduled Bank drawn in favour of Principal, Government College of Engineering, Aurangabad, payable at Aurangabad.

5.4 The Tenders found without EMD as above, shall be summarily rejected.

5.5 The earnest money shall be refunded to the unsuccessful tenderer after finalization of the contract. It shall be refunded to the successful tenderer on receipt of the performance security deposit.

5.6 No interest shall be paid on the EMD.

**6. Bid Price:**

6.1 The tender prices should be in Indian Rupee (₹).

6.2 The tenderer shall quote for all work i.e. mentioned in Scope of Work, failing to which the bid shall be considered non responsive.

6.3 Tenderer should submit all the details of bid prices as per format given in **Annexure - D**.

6.4 It is important for the Contractor to note that the rate quoted and duties/escalation shall remain valid for the overall period of the contract.

6.5 The remuneration for horticulture and garden maintenance staff (skilled / semi-skilled / non-skilled) should not be less than prevailing labour rates as notified by respective district collectorate in the state of Maharashtra at the time of bid submission. The bids found quoting less than the said rates shall be rejected summarily.

## **7. Preparation and Submission of Tender:**

- 7.1 Tenders are to be submitted as per two bid system i.e. 1) Technical Bid and 2) Financial Bid.
- 7.2 The Tender should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid/pen should also be duly attested.
- 7.3 All documents/papers should be numbered and signed with seal of its firm by the Tenderer on each page.
- 7.4 Technical Bid should also contain Tender Form as per **Annexure- B**, Declaration Form, Details of Staff available with the Agency and Performance Statement as prescribed in **Annexure- C (Part i, ii, iii)** respectively.
- 7.5 Financial Bid should only contain the Price Schedule duly filled as per format given in **Annexure-D**. No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.
- 7.6 The rates should be quoted for the services to be provided as per instructions given in the tender document.
- 7.7 Both the bids (Technical and Financial) should be separately sealed in envelopes superscribing as "**Technical Bid**" and "**Financial Bid**", respectively. Both the sealed envelopes should be put in a third sealed envelope and should be superscribed as "**Tender for Horticulture and Garden Maintenance Services at Government College of Engineering, Aurangabad, Maharashtra-431005**".
- 7.8 Sealed Tenders should be addressed and reached/submitted to "**Principal, Government College of Engineering, Station Road, Osmanpura Aurangabad – 431005.**"
- 7.9 **Tender submitted or received after the closing date and time will not be considered and shall be returned to the Tenderer unopened.**

## **8. Opening of Tenders:**

- 8.1 The Tenders shall be opened at the scheduled date, time and venue by the committee constituted by the Tender Inviting Authority. The Tenderers' representative may attend the tender opening.
- 8.2 During the tender opening as above, the envelopes containing Technical Bid shall be opened first. The envelopes containing Price/Financial Bid shall be signed by all committee members and kept unopened for opening at later date.
- 8.3 The date and time of opening of Price/Financial Bid shall be informed to all such Tenderers who qualify in Technical Bid evaluation. The tenderers' representative may choose to attend the opening of Price/ Financial Bid.

## **9. Evaluation of Tenders:**

- 9.1 The committee constituted by the Tender Inviting Authority shall evaluate the Technical Bids with reference to technical requirements and various other commercial criteria given in the Tender Document.
- 9.2 Only Technically qualified bids shall be further considered for opening and evaluation of Financial Bids.
- 9.3 The Tenderer quoting the lowest bid amount for the services defined in the Scope of Work shall be considered for the award of contract.
- 9.4 In case more than one price bid quoting the same rates are received, the **winning bidder shall be selected through lottery/lucky draw method.**

#### **10. Performance Security Deposit and Award of Contract:**

- 10.1 On being informed about the acceptance of the Tender and before signing the agreement, the successful Tenderer shall deposit, within 15 days from the date of acceptance of tender, performance security amount, equal to 10% of contract value, in the form of unconditional irrevocable Bank Guarantee (as per format given in **Annexure-E**) pledged to Tender Inviting Authority valid for **the period of contract** from the date of signing of the agreement **with 3 months grace period.**
- 10.2 If the contract is extended further, in that case contractor shall also renew the bank guarantee valid for the extended contract period from the date of signing of the extension of agreement **with 3 months grace period.**
- 10.3 Performance Security Deposit will be released only after the completion of the defect liability period of 3 months after the date of completion of the work.
- 10.4 Performance Security Deposit will not be refunded till clearance certificate from Officer-in-charge entrusted to, is obtained by Contractor.
- 10.5 The successful Tenderer shall execute an agreement (As per format given in **Annexure-F**) on a non-judicial stamp paper of value of ₹ 500/- (Stamp duty to be paid by the tenderer) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.
- 10.6 If the successful Tenderer fails to execute the agreement and/or to deposit the required security deposit within the specified time or withdraw his tender, after the intimation of acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the Tender Inviting Authority.

#### **11. Effectiveness & Tenure of Contract:**

- 11.1 The contract shall come into effect on the date of signing by both the parties. The contract shall be valid for a period of 11 (Eleven) months from the date of commencement of services.

11.2 The contract in force can be reviewed on the expiry of 11 months for extension up to maximum of 22 months (Eleven months at a time) on the same terms/conditions and rates, subject to satisfactory performance and mutual acceptance of the said contract.

**12. Commencement of Services:**

The Service Provider should commence the horticulture and garden maintenance services within **15 days** of signing of contract or any other date mutually agreed by both the parties, however the same can be further extended with the mutual consent of both the parties.



## TERMS AND CONDITIONS OF CONTRACT

1. The contractor should deploy the required work force daily except on Sundays and National holidays. The Supervisor and workers shall be available for duty during the office working hours of **09.00 AM to 05.00 PM** (In case of any specific need, working time may vary as per requirement of Tender Inviting Authority).
2. The gardening personnel deployed by the Contractor shall work under overall supervision & direction of the Head of institute / Officer-in-charge entrusted to it. The supervisor shall report to Officer-in-charge with attendance register daily and brief the horticulture/gardening activities to be carrying out/carried out.
3. The employees/workers employed by contractor shall be trained and experienced to handle the services as per the Scope of work mentioned in this tender document.
4. There shall be an attendance register kept with contractor's supervisor which shall be signed by the supervisor and workers every day while reporting for duty and while leaving duty in the evening. Also, attendance register shall be submitted by contractor along with the bill at the end of each month. In addition to attendance register, contractor should also maintain a register for daily record of all garden activities executed.
5. Tender Inviting Authority will not provide any residential accommodation to Horticulture personnel deployed by the Horticulture contractor. Also, no transport facility shall be provided for the contractor or his employees.
6. The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by Government.
7. Payment will be arranged only on monthly basis with all supporting document and proof of all statutory compliances after satisfactory completion of work / certification.
8. Due to administrative reasons if there is delay in wage payment, contractor should have the capacity to pay wages of at least two months from his/her side.
9. Proper care must be taken on safety aspects of the job. Safely belt, helmet etc. to be used wherever applicable. The contractor will be solely responsible for any mishap happens to his employee/(s). In case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
10. The contractor must abide by all the prevalent labour rule and minimum wages rule of the Government.
11. The contractor shall visit the work areas indicated in the tender documents. He shall have to report to see the officer dealing with the services under the contract awarded to him, for mutual feedback regarding the work performed by his personnel and removal of

deficiencies, if any observed in their working. Non-performers would be removed and replaced by competent workers within two working days by the contractor.

12. The personnel deployed shall be healthy, active and preferably **not more than 50 years** and strictly not below the 18 years of age. Employment of child labour will lead to the termination of the contract. Nobody shall have any communicable diseases.
13. It is to be noted that neither Contractor nor Contractor's deployed employees shall have any claim on employment with this Institute at any point of time. This arrangement is purely between Contractor's company and the Institute for specific services for the specific period. The contractor should have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the contractor (agency) and shall submit the said undertaking to the Contracting Authority.
14. In case of any loss that might be caused to the Institute due to lapse on the part of the personnel deployed by the contractor discharging their responsibilities, the such loss shall be compensated by the contracting Agency and in this connection, the Institute shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the Institute besides imposition of penalty as per clause no. 28 of Terms and Conditions of Contract. In case of any deficiencies / lapses on the part of the personnel deployed by the contractor, the Institute shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
15. If any of the personnel of the contractor indulges in theft or any illegal /irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.
16. The contractor shall abide by all prevailing statutory labor laws and regulations, including insurances, medical claims etc. contractor shall be solely responsible for the same.
17. While on duty, all the gardening persons should wear uniforms, photo identity card, shoes, hand gloves etc. provided by contractor.
18. Tender Inviting Authority will provide the space to keep the materials in premises and permit to use water and electricity, free of cost.
19. The gardening personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc.
20. The contractor should ensure the Health and Safety measures of the employees, deputed for the works at his end.
21. If the Contractor is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the institute for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with

authority to sign. The Company / partnership shall not be altered without the approval of the institute.

22. The contractor shall engage only such workers, whose antecedents and health have been thoroughly verified, including character and police verification and other formalities. The contractor shall be fully responsible for the conduct of his staff.
23. The contractor at all times should indemnify contracting Authority against all claims, damages or compensation under the provisions of payment of wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938 the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time. The institute will not own any responsibility in this regard. Payment of minimum wages, notified by the government, shall be ensured all the time.
24. The contractor shall ensure that the persons deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling, satta or any immoral act.
25. Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas and recourses/assets of the premises.
26. The contractor shall be responsible to protect all properties and equipment of the institute entrusted to it.
27. Payment will be made preferably within a period of 10 days after submission of the bill along with all necessary documents in triplicate. If any discrepancy found in submitted bill, it's payment may be delayed, until compliance of discrepancy. Payment of the bill will be based on computerized printouts in standardized Performa approved by the head of institute.
28. No other claim on whatever account shall be entertained by the institute. The Contractor shall ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted:
  - 28.1 Contractor shall pay their entitled wages by 10<sup>th</sup> day of the following month. It shall not be linked to the payment of the bill from the head of institute or need for the checking and verification, at their end.
  - 28.2 Payment to such workers must be made by the service providers through e-transfer only. To ensure this, service providers will get a bank account opened for every engaged worker.
  - 28.3 In order to ensure that such workers get their entitled wages by 10<sup>th</sup> day of the following month, the following schedule will be adhered to:
    - 28.3.1 Monthly bill cycle will be from 1<sup>st</sup> day of the previous month to last day of that month.

- 28.3.2 Monthly bill as per above cycle, will be submitted by the service providers in first week of following month.
- 28.4 The service provider must ensure that entitled wages of the workers are credited to their bank account on the 10<sup>th</sup> of the following month, Service provider will not be given any relaxation in this matter.
- 28.5 While submitting the bill for the next month, the services provider must file a certificate certifying the following:
- 28.5.1 Wages of workers were credited to their bank accounts on (date).
- 28.5.2 ESI Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_ (date) (Copy of the challan enclosed).
- 28.5.3 EPF contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_ (date) (Copy of the challan enclosed).
- 28.5.4 He is complying with all statutory Labour Laws including Minimum Wage Act.
- 28.6 The service provider should submit the bill in accordance with the above time schedule.

## 29. Penalty Clause:

- 29.1 **Absenteeism:** In case of absence of any staff, penalty will be imposed at double the rate of wages or salary for the day he/she remains absent and the same shall be deducted from the contractor's bill of that month.
- 29.2 **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 other Agency.
- 29.3 In case any complaint is received attributable to misconduct/misbehavior of contractor's personnel and is assessed as true by administration, a penalty or **Rs.500/-** for each such incident shall be levied and the same shall be deducted from contractor's bill. In addition, the gardening worker or (s) / supervisor found involved in the incident shall be immediately removed and provide the substitute/(s) for the same, by the contractor.
- 29.4 In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Tender Inviting Authority reserves the right to impose the penalty.
- 29.5 In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit of the Contractor shall stand forfeited.

30. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
31. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in the institute, the Tender Inviting Authority shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Guarantee (Security Deposit).
- 32. The Contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.**
33. The contractor shall indemnify and hold the head of institute harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
34. The contractor shall get workers and supervisors screened for visual, hearing, gross physical defects and contagious diseases. The head of institute will be at liberty to get anybody re-examine in case of any doubt. Only physically fit personnel shall be deployed for duty.
35. Gardening staff engaged by the contractor shall not take part in any staff union and association activities.
36. The institute shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract.
37. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the Tender Inviting Authority from the agency.
38. If any underpayment is discovered, the amount shall be duly paid to the agency by the head of institute
39. The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the head of institute.
40. The Contractor will have to enclose the proof / copies of the challan showing payment of statutory dues for the previous month along with monthly bills.
41. The Contractor should have their own supervisory and quick response team in nearby cities of place of contract to deal with any emergency situations.
42. The head of institute however, reserves the right to terminate the contract by serving 45 (forty five) days notice, in writing if the administration is not satisfied about the services of the contractor. The contractor may also ask for the same by giving 45 (forty five) days notice to the Contracting Authority giving reasons thereof.

43. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited by contracting authority besides annulment of the contract.

**44. Scope of work and services:** Details of the scope of work is given in Annexure - A.

**45. Variations:**

The institute administration may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked out on the basis of quoted rates for manpower.

**46. Risk Clause:**

46.1 The contractor shall at all times have standby arrangements for carrying out the work under the contract in case of any failure of the existing arrangement. Contracting Authority reserves the right for termination of the contract at any time by giving three month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the risk & cost and responsibilities of existing contractor and excess expenditure incurred on account of this will be recovered from the contractors Security Deposit or pending bill or by raising a separate claim.

46.2 All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the officer-in-charge entrusted to / Tender Inviting Authority. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the institute,

46.3 In the event of loss/damage of equipment etc. at the premises of institute due to negligence/carelessness of contractor staff, if established after a joint enquiry, then the contractor shall compensate the loss to institute The contractor or its representative/s shall meet the designated respective the head of institute or his/her representative(s) regularly to take feedback regarding the horticulture and gardening services.

46.4 The contractor shall not assign or sublet this Agreement or any part thereof to any third party.

**47. Force Majeure:**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge its obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligation under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to (if any) or thirty days, whichever is more, either party may at its option terminate the contract.

**48. Obligation of The Contractor:**

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgments evidencing filing of returns every year and shall keep the head of institute fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.

**SCOPE OF THE WORK**

1. The purpose of this horticulture and garden maintenance work is that the whole office premise must look rich with lush green lawns and parks with beautiful flowers so as to provide an excellent ambience of work-environment and at the same time makes the office premises environmentally friendly. The contractor has to undertake all such jobs/activities required to maintain the office premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not.
2. Horticulture and Garden maintenance is required for area of approximately **04 (Four) acres (16187 Sqm)**. The tenderer can take the round of campus before filling the tender.
3. Contractors shall engage and deploy experienced and **01 (one) skilled worker** (gardener) and **03 (three) unskilled workers** who have experience in working mechanisms for attending to maintenance of garden and horticulture works.
4. The plants shall be maintained in such a way that they are healthy, disease free and shall not have any insect / fungus / bug attack. Necessary insecticides / fungicides / hormones shall be sprayed, at appropriate times, for ensuring the health of the plant / yield.
5. Uprooting of weeds in lawn and garden area, trimming of lawn grass with lawn mower should be done at regular interval.
6. Sweeping and removal of leaf litters in the campus garden should be done daily to ensure proper horticulture work in campus without causing any damage.
7. Protecting all the grown-up trees by properly pruning them, manuring, watering and applying pesticides etc. complete without damage to any trees or plants.
8. Planting of hedges and lining the edges with lime/geru painted designed bricks, painting trunks of trees with geru and lime, also painting of garden fence/grill as and when required. Also, hedge plants shall be trimmed periodically to shape and maintained appropriately.
9. The cleaning of campus by removing unwanted trees, vegetation, bushes, shrubs, on the wall surface and terrace of campus building/(s) as well as in the garden area, should be done periodically as and when required.
10. The trees shall be pruned of unwanted growth so as to prevent wild growth which would affect growth of other plants / lawns and which would create a risk/danger for campus building/(s). The Ashoka trees shall be maintained vertical without side branches.
11. Pruning of the branches of fully grown trees, which is/are risky for campus building/(s) should be done as and when required.



12. To plant trees, shrubs etc./landscaping by excavation/digging as and when required in the interest of the beautiful maintenance of the ambience/park/lawn of campus premise. plant trees, shrubs etc. required for this work shall be provided by Tender Inviting Authority.
13. In addition to the existing plants and trees, you may propose for additional requirement of plants, different sizes of pot and other material etc. like fiber pots foliage plants, red soil, manure, flower plants to improve the landscaping view.
14. Pot plants have to be rearranged periodically for better effects. Potted plants kept in shade shall be kept under sun light, at appropriate times, for sustenance of the plants. Any damaged pot shall be replaced by the contractor and replanted after changing the soil, red-earth etc.
15. Arranging potted plants inside the building as and when necessary, displaying them as per directions and taking back the plants to the garden after the event.
16. Only water required for the gardens and lawns will be supplied at certain points and extension wherever required shall be done by the Horticulture contractor at his own cost. Hoses and sprinklers required shall be provided by the contractor. The extent of garden available at campus premises may be physically verified and checked before actually starting the work.
17. The watering to the trees, plants & lawns should be done at least one time a day or as may be required for which water will be supplied by Tender Inviting Authority.
- 18. Wastage of water shall be totally avoided. Wastage of water if found, penalty will be imposed to the contractor and the cost as decided by Tender Inviting Authority will be recovered from the next bill.**
19. The required quantity of manures and insecticide/pesticides for a good and healthy plant shall be provided by the contractor. Further it is the responsibility of the contractor to replace the dead plants, if any, and also see the adequate seasonal flowering plants are maintained to have pleasant look of floors area.
20. All the garden wastes formed due to the maintenance/cleaning should be cleared from the campus premises regularly and the contractor has to ensure clean environment.
21. Contractor should provide all the tools/accessories/material required for day to day garden operation like lawn mower, brush cutter, bamboo broom, sprayer for pesticide/insecticide, sutli, Khurpees, garden trowels / spades, wooden handle of spades, grass swords garden knife, pruning scissors, pick axe, Hedge cutter / chopper, garden rake, sickles, hand gloves, gum boot/foot wear for laborers as a part of safety measure, Pruning saw, axe, movable/stable sprinkler with stand and required accessories 1.5" PVC hose pipes or any other tool/instrument/machine etc. required to maintain the garden neat and clean in presentable condition and it'll be responsibility of tenderer. It should be ensured by the contractor that the required tools are always available at site in good working condition to carry out the job.

22. Any other relevant works as directed by the Tender Inviting Authority or Officer-in-charge entrusted to should be attended.

**TECHNICAL TENDER FORM**

Date \_\_\_\_\_

**Ref.:** Your Tender Document No. \_\_\_\_\_, Dated \_\_\_\_\_

**To,**

The Principal,  
Government College of Engineering,  
Station Road, Osmanpura, Aurangabad – 431005

Sir,

1. I/We, the undersigned have examined the above mentioned Tender document. I/We now offer to deploy horticulture and garden maintenance staff with supervisor to perform duties as mentioned in Scope of Work given in Annexure-A and at the rates as mentioned in our financial bid.
2. If our tender is accepted, I/We undertake to perform the services in accordance with the terms and conditions given in the Tender document.
3. I/We further confirm that, if our tender is accepted, I/We shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
4. I/We agree to keep our tender valid for acceptance as required in the Tender Document, or for subsequently extended period, if any, agreed to by us. I/We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. I/We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
5. I/We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.
6. I/We confirm that I/We do not stand deregistered/banned/blacklisted by any Govt. Authorities.
7. I/We confirm that I/We fully agree to the terms and conditions specified in above mentioned Tender Document, including amendment/ corrigendum if any.

Thanking you.

**(Signature with date of the Authorized Person)**

Name & Designation:

Business Address

and office Seal :

**Note:** The above tender form, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

**Annexure-C Part(i)**

**DECLARATION**

Date \_\_\_\_\_

1. I, ..... son/daughter of Shri....., proprietor/partner/director/authorized signatory of M/s ....., am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage liabilities towards prosecution under appropriate law.

**(Signature of Authorized Person)**

Date: \_\_\_\_\_

Name & Designation:

Place: \_\_\_\_\_

Business Address  
and office Seal :

**Note:** The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Tender.

**Annexure-C Part(ii)**

**DETAILS OF STAFF AVAILABLE WITH THE AGENCY**

Sr. No.	Name	Employee Code	Qualification	ESI No.	PF No.	Experience in horticulture & gardening service (Years)

The above format may be used to provide employee details. Use extra sheet, if required. Please enlist max. 10 personnel detail.

**(Signature of Authorized Person)**

Date: \_\_\_\_\_

Name & Designation:

Place: \_\_\_\_\_

Business Address  
and office Seal :

**Note:** The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Tender.

**Annexure-C Part(iii)**

**PROFORMA FOR THE PERFORMANCE STATEMENT OF TENDERER  
(of latest last three years)**

<b>Sr. No.</b>	<b>Name and address of client; Name, designation and contact no./e-mail id of the officer concerned</b>	<b>Contract details including total manpower deployed</b>	<b>Value of Contract (Rs.)</b>	<b>Duration of the contract (From Dt. ___ To Dt. ___)</b>	<b>Client satisfactory certificate enclosed (Yes/No)</b>
	Additional information, if any				

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**(Signature of Authorized Person)**

Name & Designation:

Business Address  
and office Seal :

**Note:** The above details, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Tender.

**FINANCIAL BID FOR HORTICULTURE AND GARDEN MAINTENANCE SERVICES**

(To be printed on letterhead of Tenderer)

<b>A. Manpower Charges:</b>						
<b>Sr. No.</b>	<b>Description of Manpower</b>	<b>Requirements</b>	<b>Rate per month per worker (In ₹)</b>			
			<b>Amount per worker (Basic + VDA)</b>	<b>EPF</b>	<b>ESI</b>	<b>Total</b>
01.	Skilled Gardening Worker	01 no.				
02.	Unskilled Gardening Workers	03 nos.				
<b>Grand Total of Manpower Charges (Sr. 1+2) per Month in Rs.</b> (In Words: _____ )						
<b>B. Service Charges:</b>						<b>Amount per month (₹)</b>
Service charge should include all expenditure on providing resources / tools / equipments / managerial / supervisory / administrative services by all means to get the work done through the deployed Gardening Staff. This shall be based on <b>Grand Total of Manpower Charges in percentage.</b> <b><u>(Non-realistic/vague quotation of this may amount to disqualification)</u></b>						
Service Charges in %: _____ %.						
(In Words: _____ )						
<b>TOTAL MONTHLY AMOUNT (A+B) ₹ in figure:</b>						
<b>TOTAL MONTHLY AMOUNT (A+B) ₹ in words:</b>						

**Note: Final award of the contract will be done based upon the service charge quoted by the firm. No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.**

**Note:**

1. Each and every page of price bid need to be signed and stamped by the contractor/ firm.
2. The minimum wage rates of manpower is as per applicable district government Rules and shall vary according to the amendments/increments enforceable by Government from time to time, however the offered rate/amount of items no. B shall remain constant and will not exceed in any case during the currency of the contract. **If the bidder quotes wages (of the**

**required manpower) less than the prevailing Labour Rates, his/her bid shall be rejected summarily.**

3. The agency will have to provide two sets of uniform/apron per year including I Cards, Shoes to all the workers & gum boots (to whom required as per work allocation) of good quality and shall be approved by the Tender Inviting Authority.
4. If GST/VAT is applicable & charged in the invoice and TDS (Tax Deducted at Source) is applicable, the same shall be deducted as per governing rules of the Maharashtra State government.
5. The contractor has to ensure payment to its staff not less than current minimum wages rates (bidder may quote higher rates) applicable in the respective district government rules to the workers deployed at entrusted health facilities. The contractor will have to make payment through e-transfer after opening of individual bank account for the workers deployed and also forward the copy of the monthly bank statements of the concerned workers to the head of institute. Further, the copy of ESI cards, EPF No. issued to the workers should also be submitted to the head of institute.

**Note:** Quoted amount shall be inclusive of all taxes excluding Service Tax. Service Tax shall be paid if applicable.

I/we also declare that, I/we will abide by all the rules and regulation of the tender document and applicable government rules, if awarded the Tender. I/we are also aware that the Tender Inviting Authority reserves his right to cancel our Tender in part or full without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

**(Signature of Authorized Person)**

Date: \_\_\_\_\_

Name & Designation:

Place: \_\_\_\_\_

Business Address  
and office Seal :

**BANK GUARANTEE FORM FOR EMD**

In consideration of the head of institute (hereinafter called the “Tender Inviting Authority” or “Client”) has floated tender no. \_\_\_\_\_ (hereinafter called “said tender”), for annual contract of Horticulture and Garden Maintenance Services as per terms and conditions mentioned in the above tender, M/s. \_\_\_\_\_ (hereinafter called “Tenderer”) has decided to participate in above tender process and agreed to production of an irrevocable bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as an Earnest Money Deposit (EMD) towards compliance of its obligations in accordance with the terms and conditions in the said tender.

We \_\_\_\_\_ (hereafter referred to as the “Bank”) hereby undertake following:

1. We undertake to pay to the Client any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said tender, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said tender have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said tender have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
3. We further agree with the Client that the Client shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said tender or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said tenderer(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said tenderer(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the tenderer(s).
5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.



6. This guarantee shall be valid up to \_\_\_\_\_ unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**( Signature of the authorised officer of the Bank )**

Name & Designation:

Name & address of the  
Bank and address of the  
Branch:

Office Seal :

**FORMAT OF CONTRACT AGREEMENT**

( On Rs. 100/- Non-judicial Stamp Paper)

**THIS AGREEMENT** made the on \_\_\_\_\_ day of \_\_\_\_\_ 2021, Between \_\_\_\_\_ (hereinafter "the Client") of the one part and M/s. \_\_\_\_\_ (hereinafter called "the Contractor") of the other part:

**WHEREAS** the Client is desirous that certain services viz. Supply Horticulture and Garden Maintenance Services in the tender reference no. \_\_\_\_\_ Dated \_\_\_\_\_ and has accepted a bid by the Contractor for the performance services for the sum of Rs. \_\_\_\_\_ /- (*Rupees* \_\_\_\_\_ *only*) (hereinafter called "the Contract Price") and supply of consumables as per rates given in the financial bid of its tender.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) The Letter of Acceptance issued by the Client.
  - b) The supplier's bid including enclosures, annexures, etc.
  - c) The General Conditions of the Contract
  - d) The Scope of Work
  - e) The Financial Bid
  - f) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the contractor and the entire Addendum issued as forming part of the contract.
3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Client to provide, the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay the Contractor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Brief particulars of the goods and services which shall be supplied / provided by the Contractor are as under.

Sr. No.	Brief Description of Services	Contract Duration	Total Price	Service tax in %	Total value inclusive of Service tax
1					

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said \_\_\_\_\_ (For the Client)

In the presence of \_\_\_\_\_

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Address: \_\_\_\_\_

Witness: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Signed, Sealed and Delivered by the

Said \_\_\_\_\_ (For the Contractor)

In the presence of \_\_\_\_\_

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Address: \_\_\_\_\_

Witness: 1. \_\_\_\_\_ 2. \_\_\_\_\_