

**NATIONAL INSURANCE ACADEMY
BALEWADI, PUNE 411045.**



*** e-TENDER***

FOR

**PROVIDING GARDENING SERVICES ON CONTRACT BASIS AT NIA
CAMPUS.**

2023 - 2025

**Through Online Mode Only
NIA E-Procurement Website is – <https://www.tenderwizard.com/NIA>**

**PROVIDING GARDENING SERVICES ON CONTRACT BASIS AT NIA CAMPUS
2023 - 2025**

CONTENTS

Sr. No.	Particulars
1	e-Tender Notice
2	Eligibility criteria and instructions in regard to submission of tenders, Annexure – I
3	E -Tendering Programme System, Annexure - II
4	Technical Bid to be filled in and submitted by the Tenderer with details, Annexure - III
5	Affidavit to be submitted by the Sole Proprietor, Annexure A1
6	Details of Constitution of firm to be submitted by the Sole Proprietorship Firm / Partnership Firm / Ltd. Co. / others, Annexure A2
7	Particulars of enrolment with NIA and other organization to be submitted by the Tenderer, Annexure B
8	Particulars of tools, plant and machinery to be submitted by the Tenderer, Annexure C.
9	List of AMCs completed by the Tenderer during last five years from the date of publication of e-tender notice, Annexure D.
10	List of work in hand / ongoing AMCs/service contracts, Annexure E.
11	Particulars of permanent administrative and technical staff, Annexure F.
12	Details of annual turnover for last four years, Annexure G
13	Draft of letter to be submitted by the Tenderer along with the tender, Annexure H.
14	Terms and Conditions and Scope of Work
15	Agreement
16	Indemnity Bond
17	Financial / Price Bid

E -TENDER NOTICE

FOR

**PROVIDING GARDENING SERVICES ON CONTRACT BASIS AT NIA CAMPUS
(2023 - 2025)**

No. NIA/GARDEN-SER/003/2023 dated 03/03/2023

National Insurance Academy, Pune, an autonomous Institution established by the Life Insurance Corporation of India, General Insurance Corporation of India and the four Public Sector Insurance Companies New India Assurance Co Ltd., National Insurance Co Ltd., Oriental Insurance Co Ltd. and United India Insurance Co Ltd. having its office at 25, Balewadi, Baner Road, NIA P.O., Pune 411045 invites e-tender through advertised tender enquiry for the “**Gardening Services on Annual Contract Basis**” as per the details given in the “**Terms and Conditions for service contract**” of the Tender Document from reputed Individuals / Firms / Companies / Corporation / Association / Society having sound technical and financial capacity who fulfills the eligibility criteria and submits documentary evidence as per Technical Bid to Tender Document and preferably operating their business in and around Pune City.

The NIA reserves its right to reject one or all tenders without assigning any reasons and also to extend the date of tender, if required.

**DIRECTOR
NIA, PUNE**

TECHNICAL BID

ELIGIBILITY CRITERIA

SCANNED COPIES OF REQUIRED DOCUMENTS TO BE UPLOADED ONLINE

- 1) The Tenderer should have the minimum experience of **five years** as on 31/12/2022 in the similar type of services, out of which three years' experience should be for any Public Sector Undertaking (PSU), Govt. Organization, educational institution like college, university, or any other commercial training centers, etc. The tenders of those Tenderers who lack this experience are liable for rejection.
- 2) The Tenderer should pay Tender Fee of **Rs.500.00** + GST and EMD of **Rs.90,000.00** through online e-Payment mode on NIA e-Procurement Website. The e-Payment Gateway is available on NIA e-Procurement Site. Tender without Tender Fee and EMD will be summarily rejected. No exemption will be granted.
- 3) The Tenderer must have a minimum cumulative turnover of Rs. 3.00 crore for the last three financial years i.e., 2019-20, 2020-21 and 2021-22.
- 4) The Tenderer should not have been debarred/blacklisted. Undertaking should be enclosed.
- 5) The Tenderer shall pay Tender cost of **Rs.500.00 + GST** and EMD of **Rs.90,000.00** through online e-Payment mode on NIA e-Procurement Website. The e-Payment Gateway is available on NIA e-Procurement Site. Tender without Tender cost and EMD will be summarily rejected. No exemption will be granted.
- 6) Only those Tenderers who fulfill the eligibility criteria and Technical Bid requirement shall participate in the e-tendering process. The Tender Document consists of Technical Bid and Commercial Bid. The Tenderer shall go through the Technical Bid before submitting the Tender.
- 7) The Tenderer/s shall keep his / their offer valid for a period of at least 3 months (90 days) from the date of opening of the tender. If any tenderer withdraws or amends impairs or derogates from the tender conditions in any respect within the period of validity of his offer, the EMD is liable to be forfeited.
- 8) The Tenderer shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership / company or society etc. In case the tender is submitted on behalf of a partnership firm / company / corporation / society, then he should submit the certified true copy of the **Registered Partnership Deed, Certificate of Incorporation, Power of Attorney and Registration Certificate, whichever is applicable** etc. along with the tender document. If these

documents are not submitted or if any such documents are found to be not in order or invalid, the tender of such Tenderer shall be treated as invalid and or liable for rejection.

- 9) The Tenderer whether an Individual / Sole Proprietor, a Partnership Firm or a Limited / Private Limited Company or Corporation or Society, if they want to act through their agent / authorized representative or individual / Partner, should submit along with the tender, a **Power of Attorney** duly stamped and authenticated by a Notary Public or by the Magistrate in favour of the specific person whether he / they be individual / partner and in case of the Company / Society, a **resolution of the company** / society duly authorizing such representative to submit the tender, sign agreements and to receive money and manage the contract etc. The tender document shall be signed by such authorized representative of the Tenderer duly indicating their full name and status below the signature along with official stamp of the Proprietorship / Partnership firm / company / society etc. Those tenders which do not accompany such Power of Attorney, Resolution etc. shall become invalid and or liable for rejection.
- 10) The ACADEMY may at any time after opening of the tender, depute a team of its' officials to the site / workplace / office of the Tenderer to get the credentials of the information furnished by the Tenderer verified by collecting the spot information as to the status, workmanship & quality of the services rendered by them. If any information furnished by the Tenderer is found to be incorrect, the tender of such Tenderer shall be liable for rejection.
- 11) The successful Tenderer whose tender is accepted shall, within seven days from issuing / receiving the Letter of Acceptance, be required to deposit an amount of **Rs.3,85,000.00 (Rupees Three Lakh Eighty Five Thousand Only)** by Demand Draft in the Name of National Insurance Academy, payable at Pune and to attend in person or through a duly authorized representative at the Office of ACADEMY and execute the Contract Agreement with the ACADEMY as per the General Conditions / Special conditions enumerated in the tender documents, on a **Non-Judicial Stamp Paper of Rs.500/-**. If he / she / they decline/s or fail/s to remit the Security Deposit or to execute the contract agreement within the stipulated time, the entire amount of EMD of **Rs.90,000.00/- (Rs. Ninty Thousand only)** shall stand forfeited, without prejudice to ACADEMY's right to rescind the contract and other rights and remedies warranted by the law.
- 12) In the event of refusal to carry out work by the successful Tenderer on any grounds during the contract tenure, it's EMD / security deposit shall be forfeited.
- 13) The **Security Deposit of Rs.3,85,000.00 (Rupees Three Lakh Eighty Five Thousand Only)** shall be refunded to the Tenderer within 60 days of completion of the contract termination subject to satisfactory performance of the Tenderer's obligations under the contract and subject to such deductions as may be necessary for making up Academy's claims against the Tenderer.
- 14) The National Insurance Academy reserves the right to accept any tender or to accept tenders in part; to reject any or all tenders without assigning reasons thereof.
- 15) The Tenderer should note that non-compliance of the following instructions shall render the tender liable for rejection.

- a. Online submission of the Technical Bid along with supporting documents, receipts of EMD and Tender cost is uploaded.
- b. The Tenderer should ensure that the tender is received before the due date and time specified in the Key Dates of online tender.
- c. The Tenderer should fill in all the relevant information in the prescribed templates/forms and put his Digital signature on the relevant places as required in the e-tendering System.
- d. The schedule of Quantities should be filled in as per the format given in the online e-Tender.
- e. The Tenderer should note that he is to quote RATES only in the BOQ on online portal.
- f. No liability whatsoever will be admitted nor claim allowed in respect of errors in the submitted tender due to missing / duplicate uploaded documents.
- g. The Proforma of Articles of Agreement should not be filled in by the tenderer. While the contract shall be deemed to have come into existence on issue of letter of acceptance to the successful tenderer, formal agreement shall be signed thereafter with the successful tenderer on non-judicial stamp paper of requisite value as per the Proforma of Articles of Agreement.
- h. The Earnest Money accompanying the tender will be accepted only through online e-Payment mode which is e-Payment Facility and available on NIA e-Procurement Website and not in favour of any other Authority or location. Any tender, which is not accompanied by Earnest Money Deposit, shall be summarily rejected. No interest will be paid for the period during which the earnest money lies in deposit with the NIA.
- i. The tender shall be accompanied by a certified true copy of Power of Attorney in favour of the signatory to the tender documents. If the tender is submitted on behalf of a firm, it must be signed either by all partners or a person holding a valid power of attorney from all partners constituting the firm. The person signing the tender on behalf of another partner(s) or on behalf of a firm on Company shall attach with the Tender a proper Power of Attorney duly executed in his favour by such other person(s) or by all the partners in accordance with the Constitution of the Company / Articles of Association, stating that he has the authority to sign on behalf of such other person(s) of the firm or the Company as the case may be, in all matters pertaining to the contract including the Arbitration Clause. The tenderers can submit the scan copy of the same on the online portal.
- j. Tenderers are warned that Cash, or Encashable Cheque, or Bank or Insurance Guarantee, or Fixed Deposit receipt in lieu of the aforementioned form of Earnest Money remittance will not be accepted.

- k. Tenders containing errors are liable to be considered non-bonafide at the discretion of the Director, NIA.
- l. The National Insurance Academy reserves the right to accept any tender or to accept tenders in part; to reject any or all tenders without assigning reasons thereof.
- m. Canvassing in any form shall make the tender liable for rejection.

TECHNICAL BID

E -TENDERING PROGRAMME SYSTEM

The Tenderer has to submit the Tender as under:

I. Technical Bid:

The Tenderer shall fill in the form and upload the supporting documents / attachments. The scanned copy of the Online paid transaction details / receipts of Tender Fee and EMD shall be uploaded in Technical Bid.

Tender Fee of Rs.500.00 + GST (non-refundable) and EMD of Rs. 90,000.00 through online e-Payment mode on NIA e-Procurement Website. The e-Payment Facility is available on NIA e-Procurement Site. (No Physical Demand Draft will be accepted) The Tenderer should have to pay Tender Fee and EMD through online e-Payment mode only.

II. Commercial Bid:

Commercial Bid is consisting of documents and schedule of quantities. The Tenderer shall download the documents, fill in their relevant information, sign and stamp the documents and upload in the portal. The item rate in words and figures shall be quoted in the each item of work in the schedule provided. No other document, conditions shall be uploaded along with documents of commercial bids.

Note:

- a. Any Tenderer applying and fulfilling the eligibility criteria may not be considered for enlistment if unsatisfactory performance report/s is / are received for the completed AMCs / Service Contracts from their previous Employer.
- b. The Director, NIA reserves the right not to open commercial bid of the Tender or any / all bids at sole his sole discretion without assigning any reason whatsoever.
- c. If submitted documents filed by the Tenderer are found false / forged or fabricated during verification / evaluation process and / or after opening of commercial bid, not only Earnest Money Deposit will be forfeited in totality but also they will be debarred from NIA from participating of tendering for a period of 3 years and such information will also be shared with other organizations.

Key Dates:	
Publication of NIT	03.03.2023
Date of uploading of tender document on online e-tendering portal: https://www.tenderwizard.com/NIA	03.03.2023
Period of Downloading of tender document	From 10.00 Hrs on 03.03.2023 up to 15.00 Hrs on 23.03.2023

Pre-bid Meeting	On 16.03.2023 @ 15.00 Hrs.
Date of corrigendum, amendments if any.	Up to 17.30 Hrs. on 18.03.2023
Last Date, Time for online submission of Tender forms and documents.	Up to 17.00 Hrs. on 23.03.2023
Tender Fee	Rs.500.00 + GST
EMD	Rs.90,000.00
Date & Time of Opening of Technical Bid Online	24.03.2023 - 11.00 A.M.
Date & Time of Opening of Commercial Bid Online	Shall be intimated at a later date to the Tenderers, who qualify in the Technical Evaluation.

**III. Information & instructions to the bidders:
FOR USING ONLINE ELECTRONIC TENDERING SYSTEM (ETS).**

Special Conditions & instructions for using online Electronic Tendering System (eTS) through portal (website) <http://www.tenderwizard.com/NIA> adopted by National Insurance Academy, Pune as given in the subsequent pages will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

Tenderers are required to enrol for Vendor Registration on the NIA e-Procurement Tender wizard Portal (**URL:** <https://www.tenderwizard.com/NIA>) by clicking on the link “**Registration**” on the home page of e- Portal, which is chargeable. (**Rs.1000/- + GST 18%, Non-Refundable**) to be paid online through e-payment gateway). & Tender Processing Fees are applicable (Non – Refundable)

Note: The e-Payment Gateway is available on e-Procurement Portal for making the Online Vendor Registration Payment.

Note: Information about e-Procurement Portal.

More useful information for submitting online bids on the NIA e-Procurement Tender wizard Portal may be obtained at: <https://www.tenderwizard.com/NIA>.

Tenderers are requested to refer to the Vendor’s manual by downloading the Vendor’s Manual by visiting on home page of <https://www.tenderwizard.com/NIA> and following **KEY INSTRUCTIONS for TENDERERS** by clicking on “**Latest Circulars/Formats/Help Manuals/FAQs**”. **The complete Step by Step Vendors Help Manual For e-Procurement / e-Tendering Process, Vendors Registration Process, System Settings Requirements & JAVA Settings Manuals, e-Payment Guidelines & Digital Signature Certificate Process** are available on e-Auction Website regarding the e-Auction.

Online Support / Web Support / E-Mail Support / Phone Support are also available for Bidders as well as Dept. Officials. Online support will be provided through “Team viewer” or “Ammy Admin” Remote software only.

For Downloading this software, the downloading software links are available on home page of e-Auction Website.

• **Registration of the Vendors / Bidders:** All the bidders intending to participate in the tenders floated online using Electronic Tendering System (ETS) are required to get registered on the e-Tender Portal (website) <http://www.tenderwizard.com/NIA>. After successful Registration on above mentioned portal, bidders will get a User ID and Password to access the website.

• **Viewing of Online Tenders:** The vendors/bidders can view tenders floated on online Electronic Tendering System (ETS) hereinafter referred as “e-Tendering System” through portal (website) at <http://www.tenderwizard.com/NIA>. They can view the details like Tender Notice, Terms and Conditions, drawing (if any) and any other information. To download the tender they need to login on to the above portal and can download the tender documents of an e-Tender.

• **Key Dates:** The vendors/bidders can view the Online Scheduled dates of e-tendering System (time schedule) hereinafter referred as “**Key Dates**” for all the tenders floated using the online electronic tendering system on above mentioned portal (Website) <http://www.tenderwizard.com/NIA>

The bidders are strictly advised to follow dates and time as mentioned in Key Dates of a particular tender. The date and time will be binding on all the bidders. The bidders are required to complete the stages within the stipulated time as per the schedule (Key Dates) to continue their participation in the tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined. The bidder should ensure that the status of a particular stage should be shown as “Completed” before the expiry date and time of that particular stage and they should possess a copy of receipt of completion of each stage to be performed from their end which should match with the status with their offer on online portal. It will be the sole responsibility of the bidder if the status of a particular stage is “Pending” till the expiry date and time of that stage and he will not be able to proceed further in the e-Tendering process. The Key dates are subject to change in case of any amendment in schedule due to any reason stated by the Department.

• **Obtaining a Digital Certificate and its Usage:** On e-Tendering System the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text.

Note: Digital Signature Certificates: Class III Signing + Encryption Digital Signature Certificate is required for e-Tendering. (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.

- The contractors may obtain Class II/III digital certificate from any Certifying Authority or Sub certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>. or may obtain information and application format and documents required for issue of digital certificate from our Service Provider for Electronic submission.

E-Tendering System (ETS):

E-Tender helpdesk

#24, Sudha Complex,
03rd Stage, 04th Block,

Basaveshwaranagara,

Bangalore - 560079

dscprocessingunit@yahoo.com

Help Desk Contact Details:

Tel: 080-40482000/121/133/140

Mobile: 9686115304/9686115323

E-mail: lokesh.hr@antaressystes.com

raghuprashanth@antaressystems.com

- The Bid (Online Offer) for a particular e-Tender may be submitted only using the Digital Signature Certificate (DSC), which is used to Encrypt (codified) the data and sign the Hash (Impression of your data) during the stage of Bid Preparation and Hash submission. In case, during the process of a particular e-Tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.

- In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act 2000 and its amendments. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of agency for NIA Office Pune, as per Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an “Authorization Certificate” for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.

- The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

- Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the e-Tendering Portal (website) through <http://www.tenderwizard.com/NIA>.

NOTE:-

NIA AND TENDERWIZARD will not entertain any reasons/claims of Tenderer on account of Net Connection Failure/Power Connection Failure and any issues during the submission of tender online. Tenderer shall be solely responsible for all those facts and failure of Net Connectivity, Electricity Current Connectivity etc.

For Registration and for further details on e-tendering, please visit website above mentioned portal (website) or below mentioned address:-

E-Procurement Helpdesk Officials details.

Office Address: E-Tender helpdesk, # 24, Sudha Complex, 03rd Stage,
04th block, Basaveshwaranagara, Bangalore-560079

Help Desk Contact Details: -

- 1) **Mr. Sanjay K. Chandak, (Pune & Mumbai Maharashtra) (E-mail : sanjay.kc@antaressystems.com) Or sanjay.kc@etenderwizard.com Ph: 9665721619.**
- 2) **Mr. Lokesh, (E-mail: lokesh.hr@antaressystems.com) Ph: 09686115304 & 080-40482140**
- 3) **Mr. Raghu Prashant, (E-mail:raghuprashanth@antaressystems.com) Ph: 09686115323**
- 4) **Mr. Vinay B P (E mail: vinaybp@antaressystems.com)**

IV. SUBMISSION OF TECHNICAL BID

The Enrolment Form along with the Annexure A1, A2 and B to H shall be completely filled in all respect along with these instructions for filling and uploading of Enrolment Form.

- Tenderers to note that all particulars required as per the form and Annexures shall be filled in completely in relevant strictly as per the format.
- The forms not submitted strictly as per the above instructions within stipulated period are liable to be rejected.
- The Technical Bids as per eligibility criteria shall be evaluated. Please note that no enquiries or correspondence regarding the selection of tenders shall be entertained.
- The Tenderers are advised to follow the instructions given below:

1. Technical Bid Form shall be filled online in the e-tendering portal in capital letters or and typed.
2. Full address of the site of work, owner or authority under whom the works have been carried out should be given (Please refer Annexure D & E).
3. The Tenderer should ensure to submit the satisfactory Completion Certificate giving the value of work, year of completion and it should also tally with the value of final bill in Annexure D
4. The annual turnover should be based on latest Income Tax Clearance Certificate duly cleared by Income Tax Department or audited balance sheet, copy of which should be enclosed.
5. Copy of Agreement in case of works carried out for private agencies should be enclosed.
6. All the documents uploaded are to be self-attested by the authorized signatory.
7. Please note that the submission of TECHNICAL BID DOCUMENTS does not confer any right to claim for selection for further tendering process.

TECHNICAL BID

INDIVIDUAL / FIRM / COMPANY PROFILE		
Sr. No.	Required Information (QUERY)	ANSWER
1	Name and registered address of the Individual/firm/company.	
2	Cost of Tender Document Deposited. Upload online payment receipt of Rs.500.00 + GST	
3	Earnest Money Deposit - Upload online payment receipt of Rs.90000.00	
4	Legal status (Individual / proprietor, partnership firm, limited company, corporation, cooperative society, etc. (Upload a self-attested copy of the certificate of incorporation / registration / copy of Partnership deed in case of company / corporation / co-operative society / partnership firm and any certificate issued by any statutory authority in case of Proprietor.)	
	Upload Affidavit in case of Sole Proprietor as per Annexure A1	
	Fill in and upload enclosed Annexure A2	
5	Name, designation, and telephone nos. of the contact person / persons. Mobile Nos. Fax No. E-mail id	
6	Month and Year of commencement of service business in present name. (Experience of Five years as on 31/12/2022)	
7	Particulars of Sister Concern / Firm, if any.	

8	<p>Statutory details (Photocopies of following documents to be Uploaded)</p> <ul style="list-style-type: none"> • Registration number of the firm. (As per Shop and Establishment act.) • Registration number under the Contract Labour Act. Central (LIN) (Any One certificate of latest three previous years if applicable) • Registration number under Labour Welfare Act.(MLWF) • Workman’s Compensation Insurance Policy- Latest. • PAN No. • Goods and Service Tax No • Registration with EPF and Details • Registration with ESIC and Details • Any other Quality Certificate / ISO Certificate, if any • Any other License, if yes License No. Copy to be uploaded. • Existing manpower with Documentary Evidence to be uploaded. 	
9	<p>Fill in and enclose Annexure B giving details of enrolment with NIA in the past and with other organizations.</p>	
10	<p>Fill in and upload Annexure – D Garden Maintenance Service contracts completed during last three years. Note: List of only those works which are carried out by firm participating in this Tender is to be given. Work Completion / Experience Certificates must be uploaded with address and contact numbers of issuing authority.</p>	
11	<p>Fill in and upload a List giving full particulars about ongoing / current Conservancy contracts /Service contracts as per Annexure E with documentary evidence.</p>	
12	<p>Fill in and upload Full information regarding permanent administrative and technical staff employed as per Annexure F.</p>	

13	Annual Turn Over for last three years. (Upload self-attested statements of last three consecutive years duly certified by Chartered Accountant with Registration Number, as Annexure G . (The tenderer should have a cumulative turnover of Rs. 3.00 Crores (Rupees Three Crores Only) during the last three years.	F.Y.	Annual Turn Over
		2019-2020	
		2020-2021	
		2021-2022	
14	Declaration as per Annexure H		
15	Name and complete postal address of bankers.		
	Name of Bank		
	Branch		
	Account No		
	IFSC Code		

**TERMS AND CONDITIONS FOR PROVIDING GARDENING SERVICES
ON CONTRACT BASIS AT NIA, BALEWADI, PUNE 411 045**

A) GENERAL CONDITIONS:

- 01 The contracting party whether it be a Proprietor / Individual, Partnership firm, Company / Corporation, Society, they shall be, for the purpose of this contract, be known as “the Agency” and the National Insurance Academy shall be known as “Academy”.
- 02 The contract will be for a period of two years. However, the Contract may be extended for a further period of up to one year subject to satisfactory performance of the Agency during the original term of the contract without any levy of penalty on account of any breach of terms and conditions. The Director of the Academy will alone have absolute discretion in this regard and the Agency shall have no vested right to seek extension of the contract. The Academy, however, reserves the right to terminate the said contract at any time on the ground of ineffective services rendered by the Agency. The Academy will be the sole judge to determine these facts.
- 03 The Academy, however, reserves the right to terminate the said contract at any time on the ground of ineffective services rendered by the Tenderer. The Academy will be the sole judge to determine these facts. The contract could be terminated by the Agency by giving three months’ notice.
- 04 During Technical evaluation, NIA may request the shortlisted bidders to make a presentation on their proposal to an Evaluation Committee to be constituted for the purpose at NIA, Pune. It is, however, clarified that, subject to other provisions of this document, every bidder will have to comply the minimum technical specifications laid down in the tender document for being qualified technically. In order to assist in the examination, evaluation and comparison of Bids, NIA may at its discretion ask the bidder for a clarification regarding its bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.
- 05 During Commercial evaluation, the commercial Bids of only technically qualified bidders shall only be opened for further processing. The successful bidder is selected based on the total lowest price including taxes and freight charges and any other expenses. In case of more than one tenderer is found as L1 then one committee will be appointed by Director and its recommendation will be submitted to Director, whose decision will be final and binding on all tenderers in this regard.
- 06 The Agency must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of tendering and for entering into a contract and must inspect the site of work and acquaint himself with all local conditions means of access to the work, nature of work and all matters appertaining thereto.
- 07 Immediately, on receipt of intimation from the ACADEMY the acceptance of tender, the successful Agency will commence the work as per the instructions of NIA Engineer and the written acceptance of the tender will constitute a binding contract between ACADEMY and

the Agency so tendering. It will be the responsibility of the Agency to thoroughly examine all the garden areas and landscaping in all respects before taking over and bring to the notice of ACADEMY any short coming in the areas of garden being handed over. Once taken over it will become the sole responsibility of the Agency to guarantee effective maintenance of the garden.

- 08 In the event of refusal to carry out work by the successful Agency on any grounds, its earnest money / security deposit shall be forfeited.
- 09 All the payments of bills for the work shall be made online through RTGS / NTFS transfers only. Payment will be made on monthly basis (for previous month) on production of bill / Tax Invoice by Agency along with attendance sheet of personnel deployed and also along with the work report of vendor's supervisor after being duly certified by NIA Engineer.
- 10 The material required for maintenance of garden shall be supplied by the ACADEMY such as soil, manure, saplings and insecticide etc.
- 11 Cost of any consumables required in case of emergency shall be reimbursed to the Agency against production of cash memo/invoice. The Agency has to take prior approval of ACADEMY before doing such type of work.
- 12 If it is observed that due to poor maintenance / unsatisfactory work any part of landscaping or garden area is found damaged / required to be repaired, the same will have to be attended and replaced by the Agency at its own cost. In this regard ACADEMY's decision will be final.
- 13 The Agency and the Academy shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled through Arbitration or through Court of Law within the jurisdiction of Pune. The resultant contract will be interpreted under Indian Laws.
- 14 It shall be the responsibility of the Agency to meet transportation, food, medical and any other requirements in respect of the workers engaged by it (Agency) at NIA PUNE and ACADEMY shall have no liabilities in this regard.
- 15 For all intents and purposes, the Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of workers so employed and engaged in ACADEMY under this contract. The workers deployed by the Agency in ACADEMY shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against ACADEMY.
- 16 The Agency shall be solely responsible for the redressal of grievances /resolution of disputes relating to workers engaged by them. ACADEMY shall, in no way, be responsible for settlement of such issues whatsoever.
- 17 The Academy shall not be responsible for any damages, losses, theft, claims, financial or other injury to any workers deployed by service providing Agency in the course of their performing the functions / duties, or for payment towards any compensation.

- 18 The workers deployed by the Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, adhoc, regular / confirmed employees during or after expiry of the contract period.
- 19 Under technical bid of tender; Agency should submit full details of previous experience along with certificate of the client with their address; concerned person (under whose control the work was done); values and nature of works. Agency should also submit full details of their office service setup indicating Nos. of Supervisors and workers, tools and plants etc. available with them.
- 20 In case of termination of this contract on its expiry or otherwise, the workers engaged by the Agency shall not be entitled to and shall have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in the Academy.
- 21 The Agency shall also be liable for depositing all taxes, levies, cess, etc. on account of services rendered by it to ACADEMY to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 22 The Agency has to enclose certified copy of Tax Challan, PAN Card No. Income tax as applicable from time to time will be deducted while making every payment. VAT, Excise, Service Tax or any other tax will be the responsibility of the Agency. Bill should be tax invoice. It will have to comply with KYC (Know your Customer Document).
- 23 In case, the Agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the Academy is put to any loss / obligation, monetary or otherwise, Academy shall 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.
- 24 If any worker wants to go on leave, they shall inform well in advance to the officer in charge of Maintenance at the Academy and alternative proper arrangements shall be made by the Contract Agency.
- 25 The successful Agency shall provide two sets of uniforms and also the shoes to the staff deployed at the Academy. It will be the responsibility of the Agency to insist the staff to carry their Identity Cards while on the duty at the Academy.
- 26 The garden maintenance is presently through existing agency. In case of award of work; the prospective Agency will coordinate with present agency for taking over garden maintenance work and entire work will be deemed to be taken over by prospective Agency for regular maintenance.
- 27 Agency's offer should be inclusive of all taxes and duties including GST etc., if applicable. No additional payment will be made by NIA, and neither any exemption certificate will be issued by NIA.
- 28 Agency should plan and advise NIA to stock sufficient material at office; so that maintenance of Landscaping and garden maintenance is not affected for want of material.

B. STATUTORY COMPLIANCE BY THE AGENCY:

1. The Agency should obtain the requisite license for running the establishment from authorities such as Municipality, Local Authority, State / Central Government Departments. etc. at its' own cost. The Academy shall not be responsible in any way for any breach of these rules and regulations by the Agency. The Agency shall comply with all the statutory requirement in respect of engaging the personnel, their service condition, rules and regulation and all liabilities under the various labour law and other statutory obligations like PF, ESIC, Bonus, workmen's compensation, gratuity and also comply with the provisions of Minimum Wages Act , Payment of Wages Act etc. shall be that of the Agency, and Academy shall in no way be responsible or liable in case of any dispute, prosecution or awards made by court of law or other authorities.
2. The Agency shall obtain separate code for deposit of PF dues, if applicable, with the concerned PF authority directly.
3. The Agency shall obtain and keep it in force throughout the term of the agreement, necessary / valid labour license from the Licensing authority under The contract Labour (R&A) Act 1970, and the rules framed there under and produce the same to Academy before commencement of the services under the contract and also take step for getting the agreement registered under the act. The Agency shall also indemnify ACADEMY from and against any claims under the aforesaid act and the rules and shall continue to have a valid license until completion of the contract period or any extended period. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-performance of the work.
4. The Agency shall keep the Academy indemnified against all the losses, damages or liability arising out of or imposed in pursuance of any violation by the Agency of / under labour laws & the rules there under or of any prosecution or award made by court of law or other authorities specifically under the Industrial disputes Act-1947.
5. The Academy shall be indemnified from all the liabilities, what so ever created under the workmen compensation Act / ESI Act in respect of any injury suffered by the worker employed by the Agency or resulting in death / fatal accident etc.
6. The Agency has to strictly follow the provisions of Payment of Wages Act 1936 and the rules made there under and further the Agency shall strictly adhere to the provisions of The Minimum Wages Act-1948 and the rules made there under from time to time revising the wages payable to the workmen.
7. All labour and / or personnel employed by the Agency shall be engaged by him / them as his / their own employees in all respect implied or expressed .The responsibilities whatsoever, incidental or direct , arising out of or for compliance with or enforcement of the provisions of various labour laws of the country shall be that of the Agency and the Academy shall, in no way, be responsible or liable for their wages, salaries, bonus, gratuity or any other allowances, leave salary, wages for holidays or any compensation, notice pay etc. The Agency shall specifically ensure compliance with the provisions of following labour laws / acts and their enactment / amendments.

- a. The payment of wages Act 1936
- b. The payment of Minimum wages Act 1948
- c. The factories Act, 1948
- d. The workmen's compensation Act, 1923
- e. The Employee's state provident Fund Act, 1952
- f. The contract Labour (Regulation & Abolition) Act, 1970
- g. The payment of Bonus Act, 1965
- h. The payment of Gratuity Act, 1976
- i. The Equal Remuneration Act, 1976
- j. The employee state Insurance Act, 1948
- k. The Industrial Disputes Act, 1947

8. The Agency shall pay to the labour employed by him / them wages as per provision of the aforesaid act and the rules, wherever applicable.

9. The Agency shall fully indemnify the Academy against all the payments, claims and liabilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provision of any of the labour laws to the extent they are applicable to the establishment / work at ACADEMY premises.

10. In every case in which, by virtue of the provision of the aforesaid acts or the rules, the Academy is obliged to pay any amount of wages to the personnel employed by the Agency in execution of the work or to incur any expenditure in providing welfare, Health & safety amenities required to be provided under the aforesaid act and rules or to incur any expenditure on account of contingent liability of the Academy due to the Agency's failure to fulfill his statutory obligation under the aforesaid act or the rules, the Academy shall be at liberty to withhold from the bills of the Agency the amount of the wages as paid or the amount of expenditure so incurred, and without prejudice to the rights of the Academy under section 20(2) and section 21(4) of the aforesaid act, the Academy shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and / or from any sum payable by the Academy to the Agency. The decision of the Academy regarding the amount actually recoverable from the Agency as stated above shall be final and binding on the Agency.

11. The Agency shall not employ any person below the age of 18 years. The Agency shall indemnify the Academy from and against all claims and penalties which may be suffered by the Academy by reason of any default on the part of Agency to observe and / or in the performance of the provisions of Employment of Children Act XXVI of 1938 OR any re-enactment or modification of the same.

12. The Agency shall at all time indemnify the Academy against all claims which may be made under the Workmen's Compensation Act 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequences of any accident, injury sustained by any labour / servant or person in his employment and engaged in the performance of contract. If any such accident occur which may involve any such liability under the Act, the Academy shall be at liberty to withhold such amount from the bills of the Agency and also deposit the same with Commissioner under the W.C. Act.

13. The Agency shall be responsible for the compliance with the provisions of the hours of the employment regulation in respect of the staff employed by him in the manner decide upon by the appropriate authority.

C. DUTIES AND RESPONSIBILITIES OF THE AGENCY:

1. The Agency shall carry out all work with utmost care, giving due consideration to safety which shall not be compromised under any circumstance. It will be responsibility of the Agency to promote an electrically safe workplace free from unauthorized exposure to electrical hazards for all its employees and outsourced personnel so as to prevent accidents to themselves, the public (community) and the Academy's property.

2. The Agency shall be responsible for taking good care of all specialized equipment, tools and tackles used for its maintenance activities. It should bring to the notice of the Academy the repair and maintenance works that are required to be undertaken from time to time. In case any damage is caused to the equipment due to the gross negligence of any of the employees of the Agency, Agency undertakes to indemnify the academy for such damages. The amount of damages quantified at the discretion of the Academy shall be final & binding on the Agency. The Academy shall be at liberty to deduct such amount of damages from any dues payable to the Agency.

3. The Agency shall ensure that the employees engaged in garden maintenance activities in the premises shall, while working, take all reasonable care in handling the internal as well as external items and the Agency shall be solely responsible for the safety and security of all such fixtures and equipment and installations. If it is found that any such items of fixtures, equipment and installations are damaged and or missing due to the negligent of the employees of the Agency, the Agency shall take the responsibility of making good the same failing which, the Academy reserves its' right to impose penalty to the extent of damage assessed and the amount of such penalty shall be recovered from the monthly payments of the Agency.

4. It will be the responsibility of the Agency to store the materials purchased & provided to them if any, are kept in safe custody and they shall keep a proper record of its' receipts, stock, and disposals etc. which shall be subject to inspection & verification by the authorized representative of the Academy.

5. On completion of the contract period or upon premature termination of the contract for whatsoever reasons, the Agency shall promptly return to the Academy all material and equipment supplied by the Academy to it and shall discontinue use of and hand over peaceful possession of the Academy's premises together with fixtures and articles in good condition, to the satisfaction of the Academy.

6. The quality of work at all stages should be as per the standards laid down and explained to the Agency by the Academy. It is made clear that there cannot be any compromise in the quality of work and it shall be the responsibility of the Agency to ensure that the standards laid down from time to time are strictly maintained.

7. The Agency shall ensure that it fully complies with all provisions of labour laws and rules and regulations laid down there under from time to time which are applicable to the present contract and more particularly notified under "STATUTORY COMPLIANCE" which include obtaining requisite/valid license from the appropriate authorities of Central/State Govt. or local body and to keep the same in force till completion of the contract. In case of any default or failure to comply with such requirement, this contract shall automatically stand terminated. In

the event of such a termination, the Agency shall not be entitled to make a claim for any compensation or damages against the Academy and the Academy shall not be liable to pay any such compensation or damages to the Agency.

8. The status of the staff/labour/workmen employed by the Agency shall always be the employees of the Agency itself for all purposes under the labour & service laws and the Academy shall, in no way, be responsible or liable for their wages, salaries, bonus, gratuity or any other allowances, leave salary, wages for holidays or any compensation, notice pay etc. and the employees of the Agency shall have no right to claim any benefit under the establishment of the Academy.

9. The Agency will give a declaration as per draft letter (ANNEXURE I) attached that he has read and understood the above conditions and the same shall remain binding upon him in case the work is entrusted to him.

10. The amounts specified hereinabove are inclusive of all costs, expenses, wages and other expenses including ex-gratia payment to workman or payment of their legal dues that may be incurred by the Agency and the Agency shall not be entitled to make any other demands monetary or otherwise from the Academy during the term of this contract. It is expressly agreed that in the event there is a revision of minimum wages or special allowance, then the amount payable in clause hereinabove shall be suitably modified.

11. The Agency shall at all-time indemnify the Academy against all claims for compensation under the provisions of any law for the time being in force / brought into force, by or in respect of any workmen employed by the Agency in carrying out the contract and against all costs and expenditure incurred by the Academy in connection therewith. The Academy shall be entitled to deduct any amount due, from all the money paid or payable by way of compensation as aforesaid and costs or expenses in connection with any claim thereto. For this purpose, an indemnity bond will have to be executed.

12. The Agency shall not assign the contract. He shall not sublet any portion of the contract. In case of breach of this condition, ACADEMY will serve a notice in writing on the Agency rescinding the contract where upon the security deposit shall stand forfeited to ACADEMY without prejudice to other remedies against the Agency.

13. The Agency itself preferably be a qualified agriculture graduate and should have working experience of handling such jobs. The Agency must hold a valid government license to carry out garden maintenance works throughout the tenure of the contract.

14. The Agency shall be responsible for taking good care of all equipment. They will employ only those workers who have worked at least for two years. The Agency will have to intimate the details of persons employed at ACADEMY along with a passport size photograph.

15. The Agency shall employ following required number of employees for carrying out the jobs specified in the tender and as per following details for rendering satisfactory services:

Timings

Worker	1st Shift	2nd Shift	3rd Shift
Supervisor	2		
Worker	19	1	1
Total	21	1	1

16. The employees engaged by the contracting Agency should observe the discipline and should see that the decency and decorum are maintained within the course of their employment.

17. The Agency should furnish the garden maintenance schedule every week.
18. All personnel employed by the Agency shall be medically fit and in good health.
19. The Agency's employees will wear proper uniforms and shoes provided by the Agency at its own cost while on duty. Any employee found improperly dressed or unsatisfactory in performance would be asked to leave the premises. The Agency will provide immediate replacement in such cases; appropriate penalty will be imposed by deduction of proportionate payment from the monthly bill of the Agency.
20. All the licenses, permits etc. from statutory authorities required for running of this contract will be in the name of the Academy. However all formalities required for obtaining / renewing them will be done by the Agency on behalf of the Academy.
21. The Agency shall indemnify Academy against all claims which may be made upon the employer whether under Workmen's Compensation Act or any other statutes in force during the currency of this contract shall at his own expenses effect and maintain a policy of insurance in the joint names of the Academy and the Agency against such risks and deposit such policy or policies with Academy.
22. The Agency shall ensure that it fully complies with and observe all the provisions of the Contract Labour Act (Regulation and Abolition Act) 1970, the Minimum Wages Act, 1948, Under minimum wage act 1948, Payment of Wages Act, 1936, Employees Provident Fund and Miscellaneous Provisions Act 1952, the E.S.I. Act and such other statutory enactments, rules and regulations laid down by the government or local body in force / coming into force which may apply to this agreement and any liability on account of non-compliance or violation thereof shall be the Agency's responsibilities.
23. The employees employed by the Agency shall be its employees and the Academy shall in no way be responsible or liable for their wages, salaries, bonus, gratuity or any other allowance, leave salary, wages for holidays or any other compensation notice pay etc.
24. The Agency shall regularly make payment to the Provident Fund, Family Pension, Employees State Insurance Contribution, Deposit Linked Insurance Scheme and all other statutory dues that may become due or payable by the Agency for the labour employed by it and maintain all such records as may be statutorily required and present the same to the officers of the Academy as and when required.

D. DEPLOYMENT OF STAFF BY THE AGENCY:

01. The Agency shall deploy the Supervisors and Garden Workers as stated above to ensure rendering satisfactory services on everyday basis, as may be required by the Academy. The Academy reserves its right to reduce or increase the number of the workmen from time to time depending upon the requirement on actual basis. The Agency shall not have right to claim compensation or damages from the Academy on account of reduction of employees at any time.
02. The Agency shall deploy such of their personnel who are courteous, trained, well-mannered and disciplined. The personnel deployed by the Agency should observe at all times

during the contract period, strict discipline and should see that the decency and decorum are maintained during the course of their working. They shall abide by the disciplinary procedures; rules, regulation, guidelines, Standing Orders laid down by the Academy and shall strictly follow the instructions given by the representative or officer in charge of the Academy from time to time.

03. The Agency shall take suitable measures in the event of any of his personnel failing to observe discipline and decency in the campus as may be brought to the knowledge of the Agency and shall make immediate replacement of such of the personnel who are habitually indulging in commissions & omissions of acts which would render the services of the Agency ineffective. In case of failure to do on the part of the Agency, the Academy would be at liberty to restrict the entry of such personnel inside the campus and in such an event, necessary deduction shall be effected from the from the monthly bills of the Agency.

E. SCOPE AND STYLE OF WORK:

1. The contractor shall maintain existing garden area in which lawns, rose gardens, flower beds, ornamental plants, bushes and shrubs are planted.
2. The maintenance of garden includes watering the lawns, plants, roses etc. cutting the grass in the lawns pruning of the roses and other ornamental plants, cutting of the unwanted branches of trees, bushes and shrubs.
3. The contractor shall have to maintain the existing plants in pots and multiply the same by using the available material by using its expertise.
4. The contractor shall not only maintain the existing garden area but also develop and maintain additional areas as per the requirement / direction / instruction of the authority concerned of the Academy.
5. The contractor shall maintain the garden in and around the Director's bungalow as directed by In-charge Gardening / Director.
6. The agency shall follow the instructions of the Engineering Department of the Academy.
7. Cleaning of all the gardens in residential area whenever instructed.
8. You will be responsible for removal of the wild grass that grows in the entire open area of the 32 acres campus of NIA. You will have to undertake this as a continuous process and should ensure that the growth of wild grass is removed immediately. You will undertake this activity ensuring fully that while undertaking such measures, the landscape and gardens of NIA are not adversely affected.
9. The gardening contractor shall appoint a full time person as manager / supervisor for gardening activities who has knowledge / diploma in gardening.
10. The removal and disposal of the dried leaves of the plants / trees and other waste material in to the compost pits at the campus, as instructed shall be the responsibility of the contractor.

11. Purchase of plants or any kind of seeds and any other material for use in the campus shall not be made unless a written approval is obtained from authorities of the Academy.
12. The contractor shall not be allowed to carry away any plant, potted plant or any garden material outside the campus without prior permission.
13. The contractor shall use Academy's nursery / garden area only for developing garden within the campus.
14. For maintaining of gardens the contractor shall provide all the necessary expertise, skilled and unskilled labour force.
15. The contractor shall maintain all the plantation, trees, lawns, seasonal plants, compost pits within this area as well as the trees and plants planted alongside the road, pathways boundary wall etc. in excellent condition by manuring, watering, pruning, spraying insecticides periodically etc.
16. The contractor shall maintain the garden hydrant system in all three shifts. Technical expertise if required shall be provide by the contractor. The contractor employees will also be engaged in upgradation of garden hydrant system.
17. Sharpening and edging of tools and implements will be the responsibility of the contractor.

F. TERMINATION OF THE AGREEMENT

During the currency of this agreement, the Academy shall have the right to terminate this agreement if it is not satisfied with the performance of the agency by giving it minimum 30 days' notice in writing. For this purpose, the Academy shall be the sole Judge to decide whether the performance of the agency is satisfactory or not and such decision of the Academy shall be final, conclusive and binding on the agency and the agency shall not be entitled to any compensation in that regard. Furthermore if on account of non-renewal of the contract and/or termination of this contract, the agency has to terminate its employees, then it shall be the responsibility of the agency to pay the legal dues to its employees. In the event of non-compliance of legal requirements agency it shall be liable for all the costs and consequences.

G. LIST OF TOOLS AND IMPLEMENTS TO BE PROVIDED BY THE AGENCY AT SITE:

The agency has to provide following tools and tackles for day to day and routine maintenance of Garden. All the garden tools should be in good condition and they should be periodically replaced when not in working condition.

S.N.	Description	Qty	Remark
01	Flexible hose pipes for watering plants (30 m long)	10 Sets	Everyday
02	Hedge shears	2 Nos	Everyday
03	Axes	2 Nos	Everyday
04	Koyata	2 Nos	Everyday

05	Khurapee	10 Nos	Everyday
06	Pruning Saw	1 Set	Everyday
07	Secatuers	2 Sets	Everyday
08	Spades and Diggers	2 Sets	Everyday
09	Ghamelas	10 Set	Everyday
10	Crow Bar	1 No	Everyday

H. PAYMENTS

1. The Agency shall submit bills once a month, along-with all supporting documents by 5th of every month.
2. The Agency has to enclose certified copy of Income Tax, PAN Card No. Income tax as applicable from time to time will be deducted while making every payment. GST or any other tax will be the responsibility of the Agency. Bill should be tax invoice. Agency has to comply with KYC (Know your Customer Document).
3. Payment will be made on or before 15th of every month, after making all necessary deductions of dues & penalties as contemplated under the contract. The Certificate of the Officer In charge of the Academy as to the bill amount payable to the Agency after all deductions, shall be final and binding on the Agency. **Payment of monthly GST amount will be made only after the GST entry appears in GSTIN portal.**
4. Apart from submission of certified copies of PF/ ESIC challans along with the monthly bills, the Agency shall submit self-attested copy of muster roll along with the copy of Salary Register showing the receipt of payment of salary by the concerned employees duly certifying on the bottom of it by the Agency that the payments are made as per the provisions of Minimum Payment of Wages Act and it being a condition precedent for releasing the payment, the payment against the monthly bills of the agency shall be released to the Agency only upon complying with this condition. The Agency shall have no claim by way of interest or compensation for the reason of late releasing of the payment to them on this account.
5. Rs.1000.00 per month will be deducted from the monthly bill if the required tools and tackles as mentioned in item G above are not provided by the agency.

I. MISCELLANEOUS.

1. Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to /sought from the Director, ACADEMY, whose decision in the matters shall be final and binding on the Agency. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Director, ACADEMY whose decision will be final and binding on the Agency.
2. If the Dispute is not resolved through the reference made to the Director, ACADEMY, a reference of the same shall be made to an Arbitrator to be appointed by the Director ACADEMY Pune for adjudication of the same in accordance with the provisions of

Arbitration & Conciliation Act-1996 and any statutory modification there under from time to time. There shall be no objection if the Arbitrator to be appointed is a Competent Officer of ACADEMY in the discretion of the Director ACADEMY Pune.

3. The quoted rate of the contracting Agency shall be deemed to have taken into account all the conditions mentioned above. The Agency shall visit the ACADEMY premises and properly assess the scope of work. It shall be presumed the Agency had inspected the premises and made proper assessment and requirements. Once the rate is quoted and accepted, then subsequently, the Agency shall not raise any dispute that the rate quoted was less without considering the actual requirements.
4. The penalties towards certain lapses of the Agency on account of inadequate manpower, non-compliance of statutory requirements, non-performance and unsatisfactory services, non wearing of uniform, non-display of identity card, misuse of any place including hostel room / entry of unauthorised person, non-receipt of call, non-switching on / off irrigation pumps and pilferage / damage / loss to Academy in any manner etc. would be imposed by the academy. The Academy's decision in this regard will be final and binding on the Agency.

Signature of the Agency

ANNEXURE – A1

Note: Scanned copy of below Affidavit should be uploaded online.

A F F I D A V I T

(On Non Judicial Stamp paper of Rs. /- in case the individual who is the sole proprietor of the firm)

I

..... s/o
..... age years, occupation business r/o
..... do hereby state on oath as under:

That I am residing in locality of
District..... since last years.

That I am the sole proprietor of a proprietary concern name and style as
“.....” having its office at.....
..... District dealing in business of Government,
garden contracts and ancillary works attached therefore.

Hence this affidavit.

Deponent

Note: This Affidavit should be notarized.

ANNEXURE-A2

**CONSTITUTION OF FIRM – SOLE
PROPRIETORSHIP/PARTNERSHIP/LTD.CO./OTHER**

S.N.	Name of sole partner or Director / other High Officials	Age	Share	Technical Experience			Whether power of attorney Holder
				Year to Year	As Employee	As contractor	
1	2	3	4	5	6	7	8

SIGNATURE OF TENDERER

ANNEXURE – B

PARTICULARS OF ENROLMENT WITH NIA AND OTHER ORGANIZATION

1. Enrolment with NIA

Name of works for Which enrolled by NIA, in the past	1
	2
	3
	4
Sr. Nos. for which tenders Were submitted :	
Sr. Nos. for which work-order Was received:	

2. Enrolment with other Organisation.

Sr. No.	Name & Address of Authority with whom you are enrolled	Year to year	Is copy Of letter enclosed	Year to year	Class or Category	Limit (Rs.in Lac)	Is copy of Letter enclosed
1	2	3	4	5	6	7	8

SIGNATURE OF TENDERER

ANNEXURE – C

PARTICULARS OF TOOLS, PLANT AND MACHINERY

Sr. No.	Item	Specification	Quantity	Estimated Value	Remarks
I	II	III	IV	V	VI
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

SIGNATURE OF TENDERER

ANNEXURE – D

LIST OF AMCS COMPLETED DURING LAST FIVE YEARS FROM THE DATE OF PUBLICATION OF E-TENDER NOTICE

S.N.	Name of the organization with complete postal address mentioning Private Sector/ Govt. Body / PSU/ Training Institute.	Name and designation of the contact person with Tel. / Mobile No (s)	Period for which the contract was awarded	No. of persons deployed by your firm / company / co-operative society.	Nature of Work.
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

SIGNATURE OF TENDERER

ANNEXURE – E

WORK IN HAND / ONGOING AMCS/SERVICE CONTRACTS

S.N.	Name of the organization with complete postal address mentioning Private Sector/ Govt. Body / PSU/ Training Institute.	Name and designation of the contact person with Tel. / Mobile No (s)	Period for which the contract is awarded	No. of persons deployed by your firm / company / co-operative society.	Nature of Work.
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

SIGNATURE OF TENDERER

ANNEXURE – F

PARTICULARS OF PERMANENT ADMINISTRATIVE AND TECHNICAL STAFF

Sr. No.	Name	Designation	Age	Academic Qualification	Service with the Firm	Details of Experience Year to Year
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						

SIGNATURE OF TENDERER

ANNUAL TURNOVER FOR LAST THREE YEARS.**Name of Tenderer**

S. No.	Financial Year	Total Contract amount received	IT certificate enclosed Yes/ No	Audited balance sheet copy enclosed. Yes/ No	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1	2019-20				
2	2020-21				
3	2021-22				

SIGNATURE OF TENDERER

DECLARATION

With respect to the tender published by NIA, I / We hereby submit my / our tender in a required format.

I / We have adhered to the requirements prescribed by NIA Pune. I / We have carefully gone through the guidelines / terms and conditions and I / We accept the same without any alternations / modifications.

I/We agree to notify the NIA of any changes in the foregoing particulars as and when they occur and to verify and confirm. I/We understand and agree that the Director, National Insurance ACADEMY has the right as he may decide, not to open Financial Bid tender in any particular case and also to suspend, remove or blacklist my/our name from NIA's list of contractors in the event of my/our furnishing false particulars in the Technical Bid form or submitting non-bonafide tenders or for technical or other delinquency in regard to which the decision of Director, NIA shall be final and conclusive.

I/We certify that the particulars furnished in the Technical bid forms are correct and that should it be found that I/We have given a false certificate or that if I/We fail to notify the fact of my/our subsequent amalgamation with another contractor or firm, the National Insurance Academy may disqualify my/our name from the opening Financial bid.

PLACE:

DATE:

SIGNATURE OF TENDERER

(To be executed by the Contracting Agency on a Non-Judicial Stamp Paper of ₹.500/00, as per the draft.)

AGREEMENT

Agreement made at Pune on ----- between National Insurance Academy, Baner Road, Balewadi, NIA P.O., Pune – 411 045 hereinafter called ‘Academy’ represented by the Chief Administrator, Authorized Representative, on the one part and M/s. -----
-----address -----
-----, hereinafter called the ‘Agency’ (Which expression shall be deemed to include his / their representative heirs, assigns, executors. etc) represented by its Director **Shri.** ----- address -----
----- on the other part.

Whereas the Agency has agreed to perform all the jobs/services set forth in the tender document and its’ annexures, which shall be treated as an integral part of this agreement, upon the terms and conditions governing the contract annexed.

In consideration of the payment to be made by the Academy, the Agency shall duly perform the work set forth in the tender documents and its annexure and shall execute the same with great promptness, care and diligence in a prudent manner to the satisfaction of the Academy and will carry out the performance in accordance with the terms and conditions of contract with effect from ----- to --
----- and will observe, fulfill and honour all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth herein) and the Academy hereby agrees that if the Agency observes and honours the said terms and conditions of the contract, the Academy will pay or cause to be paid to the Agency for the performance, on the completion thereof, the amount due in respect thereof at the rates accepted.

IN WITNESS WHEREOF BOTH THE PARTIES HAVE SET THEIR HAND TO THIS AGREEMENT AT PUNE ON THE DAY, MONTH AND YEAR WRITTEN FIRST ABOVE.

WE HAVE CAREFULLY READ EACH AND EVERY WORD OF THIS AGREEMENT AND HEREBY AGREE TO EXECUTE THE CONTRACT ACCORDINGLY.

Chief Administrator / ZM

M/s. _____.

NIA

WITNESS:

WITNESS:

1. _____

1. _____

2. _____

2. _____

INDEMNITY BOND

(On ₹.500/- Stamp Paper)

PROVIDING GARDENING SERVICES ON CONTRACT BASIS AT NIA CAMPUS

This deed of indemnity executed at Pune at this ----- day of the month on -----
-- the year 2016. Between National Insurance Academy registered under the Public Trust Act having its
office at the chief place of business at Baner Road, Balewadi, Pune 411 045. (herein after called as the
"First Party") represented by Mr. -----

AND

M/s. -----, having its office and place of business at -----
-----.(herein after called as the "Second Party")
represented by Mr.-----.

WHEREAS THE FIRST PARTY AND THE SECOND.PARTY have signed an agreement on -----
----- 2016 for providing -----service at NIA to the First party by the
Second Party

AND WHEREAS the First Party wanted the second party to execute an indemnity bond in order to
indemnify the First party against all claims for compensation under the provision of any law for the time
being in force brought into force by or in respect of any workmen employed by the Second Party while
carrying out the contract and against all costs and expenditure incurred out the contract and against all
costs and expenditure incurred by the First Party in the said connection.

NOW THIS DEED OF INDEMNITY WITNESSED THAT, the Second Party hereby agrees and
undertakes to indemnify and keep indemnified the First Party / against all the claims for compensation
under the provision of any law for the time being in force brought into force by or in respect of any of the
workman employed by the Second Party in connection with execution of the contract and against all costs
and expenses incurred by the First Party in connection therewith. The First Party Shall intimate in writing
immediately any such damage, loss or costs incurred by it to the Second Party stating the quantum thereof
along with the detailed particulars or as to how and in what circumstances the said costs, damage of loss
was incurred. The First Party shall further be entitled to deduct any loss due from the Second Party from
all the money paid or payable by way of

Compensation as aforesaid and costs or expenses in connection therewith.

This indemnity bond shall be in force from _____ to _____

IN WITNESS THEREOF THE PARTIES HAVE SIGNED THE INDEMNITY BOND ON THIS -----
DAY OF _____ MONTH OF _____ YEAR.

For NIA, Pune

For _____

FIRST PARTY

SECOND PARTY

WITNESS: -

WITNESS: -

1. _____

1. _____

2. _____

2. _____

COMMERCIAL / PRICE BID

PROVIDING GARDENING SERVICES ON CONTRACT BASIS

MINIMUM RATES OF WAGES APPLICABLE TO THE SCHEDULED EMPLOYMENT OF “CONSTRUCTION AND MAINTENANCE OF BUILDINGS AND ROADS” – ZONE A

S.N.	PARTICULARS	AMOUNT Rs.	%	TOTAL AMOUNT
I	GARDEN SUPERVISOR (Skilled Labour)			
1	Basic Pay	16562.00		637 x 26
2	Special Allowance	5954.00		229 x 26
3	House Rent Allowance		5%	1125.80
4				
5	Provident Fund - ceiling cap amount of Rs 15000/- fix X 13% (12% EE share+1% Admin Charges)			1950.00
6	Leave with Wages	1317.19	5.85%	1317.19
	Sub Total - I			26908.99
II	GARDEN WORKER (Un-Skilled Labour)			
1	Basic Pay	13598.00		523 x 26
2	Special Allowance	4888.00		188 x 26
3	House Rent Allowance		5%	924.30
4	Employee's State Insurance - Employer's Contribution		3.25%	665.98
5	Provident Fund - ceiling cap amount of Rs 15000/- fix X 13% (12% EE share+1% Admin Charges)			1950.00
6	Leave with Wages	1081.43	5.85%	1081.43
	Sub - Total –II			23107.71
S.N.	Description	Number of Personnel to be deployed	Rate per month per personnel (Rs.)	Amount per month (Rs.)
	(A)	(B)	(C)	(D = B x C)
I	Garden Supervisor (Skilled Labour)	2	26908.99	53817.97

II	Garden Worker(Un-Skilled Labour)	21	23107.71	485261.96
III	Total of I + II	23		539079.93
IV	Monthly Service Charge i.e. Agency's overhead + profit i.e. %..... of S. No. III			
V	Total of III +IV			
VI	GST as applicable			
VII	Gross Total			

1) The amount towards Leave with Wages and National Holidays will be reimbursed on monthly basis subject to submission of documentary evidence.

2) The bonus @ 8.33% on basic salary with a cap as per Govt. Notification will be reimbursed at the end of the year / contract period.

3) ESIC payment will be applicable for those employees whose wages (Basic + D.A.+ A.A + HRA + LWW + NH) are up to Rs.21000.00 per month.

4) In excess of the wages beyond Rs.21000.00 the contractor has to obtain Employees Compensation Policy with medical extension benefit. Premium of EC policy would be reimbursed on production of proper premium receipt and copy of the policy. The premium of such policy with the monthly cap of 3.25% of (Basic + DA + HRA) per year would only be reimbursed.

5) Under such circumstance, the monthly ESIC contribution payable to the contractor will be withdrawn by the Academy.

6) *VDA rates will be changed as per revision of Central Labour Minimum Wages.

Signature and seal of Tenderer

Date: