

**RE-TENDER FORM FOR RUNNING ACTIVITIES AT
TELANKHEDI GARDEN & AQUARIUM,
COLLEGE OF AGRICULTURE, NAGPUR**

To,
The Associate Dean,
College of Agriculture,
Dr. PDKV, Nagpur.

Dear Sir,

1. In response to the tender notice published in the daily newspaper _____ dated ____th, October, 2013.

I/We submit herewith the tender form for running activities at **Telankhedi Garden & Aquarium (Entry ticket, hawkers zone and parking)** under College of Agri., Nagpur.

2. I/We have thoroughly examined and understood the General and specified terms and conditions of the tender form and I/We agree to abide by them in toto and in testimony I had signed the declaration and undertaking.
3. I/We agreed to run activities for Telankhedi Garden under jurisdiction of College of Agriculture, Nagpur and accordingly have quoted the tender amount.
4. I/We shall be bound by communication of acceptance of the offer, dispatched within prescribed time.
5. I/We accept that the right to accept or reject whole or part of the tender without assigning any reason is reserved with the Associate Dean. The decision of the Associate Dean will be final and shall be binding on me/us.
6. A Demand Draft (D.D.) of EMD for running activity, payable at Akola bearing No. _____ & _____ dated _____ 2013 in favour of The Comptroller, Dr. PDKV, Akola is enclosed herewith.
7. I/We agree to run activity at Telankhedi Garden, College of Agri., Nagpur, as per the specifications of the final orders for the period specified in special conditions of the concerned activity.
8. As per the terms and conditions, we are submitting our offer in two envelopes. The documents as per Appendix – I are enclosed in envelop no. 1. (Technical envelope) along with DD of EMD. The envelope no.-2, (Commercial envelope) contains rates quoted by me/us.

9. I/We also agree that Associate Dean has full rights to open/consider the commercial envelope only, if Associate Dean is satisfied with contents in Technical envelope. The decision of the Associate Dean regarding this will be final and binding on me/us.
10. I/We hereby declare that the entries made in this tender form and enclosed draft of agreement on apex are binding for me/us. To facilitate checking and as a step for ensuring that all documents are enclosed. I have numbered all documents and attested the copies. As provided in this tender I have filled relevant entries in the checklist provided along-with this form & same is enclosed in Technical envelope.
11. College will open both the envelopes simultaneously but if the documents and earnest money deposit are not as per the terms and condition then this offer will not be considered.

The following documents duly filled in and signed, are enclosed along-with the tender.

- Enclosures : 1) Envelop No. 1 (Appendix-Part- I,II, III, along with Checklist and declaration)
2) Envelop No. 2 (Appendix II) along with the DD of 25% of offer amount.

Place _____

Yours faithfully,

Date _____

Name and Signature of
the Tenderer/Contractor

Phone No. _____ Mob. _____

Paste recent
passport size
photograph
with signature

Appendix – I (Part-I)
(This should be enclosed in envelope No. 1)
CHECKLIST MUST BE FILLED BY THE TENDERER

The documents enclosed with tender form are as listed below. Any omission makes the tender liable for rejection. Before sealing the tender please check up each item and score at the appropriate place with YES or NO. You must also quote the relevant page number. You may attach other information also but state in the list after numbering the same pages.

Sr. No.	Details	Whether Attached	Page No.
1	D. D. of E. M.D. & 25% of offer amount 1) TELANKHEDI GARDEN & AQUARIUM ENTRY TICKET COUNTER, HAWKER'S ZONE and PARKING	Yes / No	
2	Company profile, Information booklet if any. In case of registered firm/ society/partnership firms, all the details of partners, members should be enclosed separately.	Yes / No	
3	Documents in support to reveal capacity to run the activity and experienced	Yes / No	
4	Identity Card, address proof, pan card, and driving license.	Yes / No	
5	Envelop 1 (Appendix – I, Part I, II, III and IV)	Yes/No	
6	Envelop 2 (Appendix-II for Offer amount along with D. D. of 25% of offer amount of each activity)	Yes/No	

The above details have been checked and found correct.

Place:

Date:

(Official Seal)

Signature of Tenderer

(This should be enclosed in envelope no. 1)

Price Rs. 2000/-

Tender Sr. No. : _____

Issued to: _____

Money Receipt No.: _____ Date _____

Signature of the Cashier with office stamp: _____

On stamp paper of Rs. 100/-
Appendix – I (Part –II)
“DECLARATION OF THE TENDERER”

That I / We _____ am / are the authorized nominee(s) of the firm _____ hereby submit tender to the University for running facilities at TELANKHEDI GARDEN & AQUARIUM belonging to College of Agriculture, Nagpur under Dr.P.D.K.V. Akola

- 1) I am to state that the information provided in the tender form is true and correct
- 2) I / We may be punished as per law for any wrong information, misleading facts provided in the tender from besides rejection of my / our tender.
- 3) In case of any dispute, the Jurisdiction will be Nagpur only.
- 4) I / We have carefully read all the general and specific terms and conditions of the tender and I solemnly declare that the same are acceptable to me/us and binding on me/us.
- 5) No case is registered against me at any police station or pending at any court and if there is any case registered or pending I will provide all details and the decision of tender committee will be final and binding on me.

Place:

Signature of Tenderer:

Date:

Name of Tenderer: _____

Capacity in which signed : _____

Full address of the Tenderer: _____

With seal & stamp:

(Attach Identity card Xerox) _____

Phone No. : _____

Mobile No. : _____

APPENDIX I (PART – III)

Terms and Conditions for Tenderers for running different activities at Telankhedi garden, College of Agriculture, Nagpur

A. GENERAL

1. Sealed Tenders are invited from Contractors/Intending Bidders into bid system to enter into contract with Dr. P.D.K.V. Akola for running different activities at **Telankhedi for the period from 1.11.2013 to 31.10.2014 extendable for next two years i.e. 2014-15 & 2015-16**. Single tender form can be used for one or more facilities and will be available on payment of Rs. 2000/- in cash in the office of Associate Dean, College of Agriculture, Nagpur.
2. The tender form will be accepted during working hours on any working day and latest **upto 1 p.m. on 17.10.2013** at O/o Associate Dean, College of Agriculture, Nagpur and will be opened on the same day (if possible) at 3.00 p.m. in the o/o Associate Dean in presence of members of Tender Committee and intending bidders who desires to attend. **During tender opening only bidder or his representative will be allowed to remain present on production of Identity Proof.**
3. Tenders received late will not be considered. In case tenders are sent by Registered post, it shall be the responsibility of intending Tenderer to ensure that they are received before closing hours.
4. **Tenderer (s) must sign with seal on each page failing which College/ University may reject tender in toto.**
5. The rates submission on PTF (Plain Tender form) costing **Rs. 2000/-** is mandatory and PTF should be purchased in the name of such firm who is expected to use it. Otherwise his tender form will be rejected.
6. If any dispute arises in this regard, then Tenderer can submit his appeal before Tender Committee. The decision of Associate Dean will be final and binding on Tenderers.
7. (a) The Tenderer should provide the following documents in Technical envelope with superscription **“TENDER FOR RUNNING DIFFERENT ACTIVITIES AT TELANKHEDI, NAGPUR**. D. D. of E. M. D and 25% of offer amount/bid of Nationalized/Scheduled Bank payable at Nagpur for following amount :

A) Telankhedi Garden & Aquarium	EMD	DD of 25% of offer amount
(Entry Ticket Counter, Hawkers' Zone and parking)	Rs. 30,000/-	--do--

The E.M.D. and 25% of offer bid amount should be in the form of Demand Draft payable at Akola and should be drawn on any Nationalized/Scheduled Bank. It should be in favour of The Comptroller, Dr. PDKV, Akola. No interest shall be paid on EMD and 25% of offer amount. If Tenderer is participating in two or more activities, a **separate D.D. of E.M.D. for each activity should be enclosed in**

envelope No. 1 and D.D. of 25% of offer amount of each activity along with appendix IV should be enclosed in envelope No. 2.

- 7(b)** Tenderer shall have to produce the experience certificate of head of office, where the activity successfully run by him minimum for one year. This certificate should be attached with document of envelope No.1
- 8.** The Tenderer must submit Appendix II in commercial envelope with superscription of the name of activity and Garden **Envelop 1 and 2 should be enclosed in third Envelope with the same superscription.**
- 9.** A Tenderer will not be permitted to withdraw or modify or amend the contents of the tender once submitted.
- 10. In case of poor response from the tenderers, the decision of Associate Dean will be final.**
- 11.** The tender form **without E.M.D. will not be considered at all.**
- 12.** The EMD amount of the bidder will be retained till the finalization of the activity.
- 13.** The Tenderer will be informed about the acceptance, if his/her tender is approved by Associate Dean. Successful Tenderers will have to furnish security deposit to the extent of 10% of the tender amount i.e. offer amount of the each activity mentioned in final supply order, either in cash or through demand draft drawn on any Nationalised Bank/Scheduled Bank payable at Akola in favour of The Comptroller, Dr. PDKV, Akola within 7 days from the issue of the order. E.M.D. and 25% of offer amount of successful bidder will be forfeited if the second 25% of offer amount of tender has not deposited the bid amount within 7 days from the date of issue of order.
- 14.** The Security deposit will be returned within 3 months after the expiry of contract period and after setting of losses, if any.
- 15.** The Specimen of “**Agreement Bond**” will be provided along with office order to the tenderers whose rates are accepted by the Associate Dean. **The Tenderer shall have to execute agreement in the prescribed form on Government Court Fee stamp paper costing to Rs. 100/- which should be submitted to this office at the time of 25% amount of offered bid of tenderer, within 7 days from the date of issue of order.** The agreement received with seal and signature of Tenderers will become Legal Agreement between the Tenderers and the University, which will be binding on both parties.
- 16.** This contract will be governed as per terms and conditions mentioned in the Agreement. Delay in execution within the prescribed time limit, making of facilities not upto the standard specification, and or non-observance or non-acceptance of these terms and conditions by the Tenderers, shall constitute **breach of contract** and the

security deposit or the offer amount deposited by the tenderer shall be forfeited by the Associate Dean.

17. The firm who make any undue effort to bring the pressure from outside or from any University authority will be liable for outright rejection. **AND WILL BE BLACKLISTED FOR EVER.**
18. All relevant provision of Acts and Notifications of Central & State Government and their Statutory Bodies existing at the time of payments will be binding on the tenderer.
19. **The Associate Dean reserves the right to accept or reject any or all the offers without assigning any reason.**
20. The terms of the payment of the offer amount shall be as under:
First 25% of the offer amount in the form of DD of National bank/Scheduled bank payable at Akola along with Appendix II mentioning therein the offer amount will have to be enclosed in Envelop No. 2.
Second 25% of the offer amount will have to be deposited within 7 days from the date of issue of office order except first 25% of offer amount. **If he fails to deposit second 25 % of offer amount and 10% security deposit on or before 7 days from the date of issue of office order of accepted tender, his EMD and first 25% of offer amount will be forfeited. Each third and fourth 25% of offer amount shall have to be deposited in the form of post dated two cheques of Nationalized/Scheduled Bank each payable at Akola each of dated 31.1.2014 and 31.3.2014. If the post dated cheques are not realized on due date, the contract shall be terminated immediately. In this case all deposited amount shall be forfeited and the contract will be terminated and the contractor will be blacklisted.**
Same tenderer will operate the all the respective activities for next two year by increasing **10 % value of the previous year.**
For the second and third year the tenderer shall have to be deposited in the form of post dated four cheques of 25% each of offer amount of Nationalised/Scheduled Bank each payable at Akola each of dated **31.07.2014, 31.10.2014, 31.12.2014 and 31.03.2015 (2014-15) and 31.07.2015, 31.10.2015, 31.12.2015 and 31.03.2016 (2015-16), respectively.**
21. The successful contractor shall be permitted to sell the tickets at ticket counter only at 8.00 a.m. to 6.00 p.m. during February to August and 8.00 a.m. to 5.30 p.m. during September to January. The Garden gates will be closed for visitor's entry 15 minutes after the closing time of ticket counter. The Contractor shall not be permitted to use the facilities prior or after the scheduled time and shall be solely responsible for such unauthorized activity.
22. The successful contractor shall also execute bond of indemnity to indemnify the University from any damage or theft or loss or liability that may arise due to any act of commission or omission of the contractor or due to any accidental

claim which may arise during the subsistence of the agreement. Safety of the visitors shall be the sole responsibility of the contractor.

23. The contractor shall also provide the required trained staff with requisite expertise for giving services to the public who would use the facilities. The contractor shall also comply with all legal provisions applicable from time to time to the employees so engaged. The persons appointed by contractor shall have no claim against University and it will be sole responsibility of Contractor for such claims. **The contractor should submit the list of his employee engaged for running different activity with their identity proof.**
24. In case of misbehavior by contractor or his staff with University employee or any visitor visiting the Telankhedi and Aquarium the contract of such tenderer shall be liable to be terminated on enquiry and the decision of Associate Dean will be final and binding against the contractor/tenderer and the name of such contractor **will be blacklisted and he will not be allowed to participate in future tender bids of this institution in person or on behalf of any contractor.**
25. **The behavior of the staff of contractor with the visitors should be polite and lenient. In case of complaints received from visitors regarding rude behavior of the contractor or his employees, or if it is observed that the booking man is demanding more money than the prescribed rate, the Associate Dean shall be entitled to take appropriate action against the contractor and It may include-**
 - (a) cancellation of contract
 - (b) recovering damages
 - (c) compelling contractor to substitute such persons.
 - (d) Imposing fine
26. The contractor shall run the activities in the available space without cutting any tree or causing any damage to the University property.
27. **The contractor shall not sublet, transfer or assign the contract or any part thereof in any manner whatsoever In the event of the contractor contravening this condition, the University shall be entitled to terminate the contract.**
28. The contractor shall not start any other activity at the allotted site or other site of the activity.
29. The University shall not be in any way responsible for any loans taken by the contractor for the purpose of development and running the said activities, and the contractor shall alone be responsible and liable for the same.
30. **All the expenses of activities such as investments, repairs, operating expenses and establishment shall be borne by the contractor only.**

31. The contractor shall fix the rate-board and also complaint and suggestion box, at the prominent and conspicuous place near the activity. Professor of Horticulture, Officer In-charge of Telankhedi Garden shall open the suggestion box as of respective Gardens on first Monday of each month. The Associate Dean after considering the complaints/suggestions received from time to time shall give necessary directives to the contractor for the improvement of these activities.
32. The contractor may fix necessary sign-boards displaying the activity at prominent and conspicuous places duly approved by the Associate Dean, at the cost of the contractor.
33. The Associate Dean or his nominees or any other officer authorised by Associate Dean shall inspect the activity, and contractor shall comply with all directions and suggestions given by the Associate Dean or Authorised Officer. Tenderer shall not charge entry (tickets) fees and parking charges for College or University function held in the garden.
34. **The contractors of the respective activity shall charge the visitors at following rates**

a. Entry Ticket Counter : Telankhedi for every three hours or below.

- I) No Ticket for child below 3 years
- II) Rs. 5/- for child 3 to 12 Years
- III) Rs. 10/- for above 12 years to Adult
- iv) **50% concession for group of 10 and above for students**

b. Cycle stand /Parking : Telankhedi for every three hours or below.

- | | |
|--|----------|
| a) Bus, Truck | Rs. 20/- |
| b) Vehicle 3 or 4 wheeler | Rs. 10/- |
| c) Two wheeler vehicle (Motor cycle, Scooter etc.) | Rs. 5/- |
| d) Cycle | Rs. 3/- |

Entrance will be free of cost to the staff of the University and employees of contractors working in the garden on production of Identity Card issued by the Associate Dean or letter signed by him or by Officer In-charge only. Invitees or guests accompanying with Associate Dean or Officer In-charge will not be charged and they will be free to take the vehicles inside the garden.

35. Tenderer shall not charge Entry ticket and Parking charges when the function is arranged by College or University inside the Garden. Such persons shall be issued passes, if possible.

36. The lawns of Garden can be allotted to private parties for private functions by the Associate Dean. The Contractor can charge entry ticket/Parking charges on pro-rata basis.
37. The contractor shall prohibit the use of non-degradable materials and also take care that no tourist entered in the premises carries Ciggar, bidi, tobacco pouch and wine, alcoholic beverages, intoxicant etc. nor such items like tobacco pouch, wine beer, intoxicant etc. will be served /sold within the premises. If any alcoholic or intoxicant is found within the premises of these activities, the contract shall be terminated unilaterally. He should put these instructions at appropriate 4 visible places.
38. Gambling or any game of chance is strictly prohibited and contractor shall not open any gambling den or game of chance.
39. **The contractor shall not allow the visitors to arrange any function such as marriage reception, orchestra, fire works, social gathering, group party/party get together etc. within the premises.**
40. **The contractor shall have to keep surroundings neat, clean & presentable and make the arrangement for disposal of waste at his own cost. Similarly, it will be the responsibility of the contractor to collect and to lift the waste and garbage from the premises and to dump it at proper place outside the garden. He shall not act himself or allow to act others at the premises which will go against rules in existence for protecting environment. Officer In-charge of the garden shall visit/Inspect the area as and when he desires, and shall be empowered to issue suitable warning in case of any defaults by the tenderer.**
41. All Contractor shall fix ticket booking equipments at his own cost and shall hand over the same to the University in operating conditions of cost at the time of expiry of the contract.
42. The contractors have to install the sub-meters for electricity and water one day before starting the concern activity at their own cost, and pay the energy charges according to consumption paid to the College before 10th of every month and the rates will be the same as charged to the University for highest slab. The charges shall have to be paid as per meter reading; otherwise this will attract 2 % penalty charges per month for period of one month only. If the consumption charges are not paid within one month, the supply of water or electricity will be disconnected immediately. However there will be free well water supply only to the Aquarium.
43. In case of any dispute arising between the parties in respect of terms of this agreement and matters arising out of this agreement, it shall be referred to the sole arbitration of Associate Dean, College of Agriculture, Nagpur whose decision shall be final and binding upon the parties. Such arbitrator shall have all necessary power under the Indian Arbitration and Conciliation Act, 1996 and the said arbitration proceedings shall be conducted at Nagpur only under the provisions of the said Act, and the

decision of Associate Dean, shall be subject to general power of **superintendence** of Vice-Chancellor of the University.

44. If the contractor commits breach of any of the terms & conditions as mentioned aforesaid, the Associate Dean shall be at liberty to terminate the agreement with due notice to the contractor. The notice of termination shall be issued in writing under the authority of Associate Dean, College of Agriculture, Nagpur and the contractor shall immediately stop the use of the facility on receipt of such notice. The contractor shall not be entitled to claim any rebate or refund of any part of consideration under these circumstances.
45. The contractor should not allow any outside food except in permitted area for such purpose.
46. **Contractor shall have to keep his own security guards and employees to manage the activity at his own cost at Garden Entry, Children corner & Aquarium. Security guard if not found up to closing of Aquarium and children corner, the suitable fine will be imposed on contractor which shall be and recovered on the same day or from playfield security deposit .**
47. Registration/Approval from statutory bodies of the government for appropriate business will be the responsibility of contractor.
48. The contractor must register himself with the State Government/Central Government for payment of necessary tax/Surcharge/Duties and pay them promptly.
49. The contractor shall do all the printing like Tickets, Information booklets, any stationery/article required for publicity etc. at his own cost with approved format from College before starting the activity or time to time.
50. The rates for all activities shall be as provided in the tenders.
51. All contractors will have to clean the site after termination of contact and handover the vacant site (in the same conditions which was handed over to him before) to the University
52. If contractor fails to clean the site, the same will be cleaned by University and all the expenses will be deducted from the security deposit of contractor.
53. The contractor should keep First-Aid Box at appropriate places.
54. The contractor shall store his material only in areas allocated to him by the University.
55. Any material/equipment found lying outside the area will be removed from the garden at the cost of contractor.
56. Considering the natural beauty of a garden, the contractor should restrict himself to create any structure or equipment which will damage the ecological balance of the garden.
57. The contractor shall use his creative idea to increase the beauty of the garden.

- 58.** The University has right to terminate the contract in case of violation of any condition of contract.
- 59.** The timings for the garden and all internal activities will be as per general conditions of the tender.
- 60.** The premises shall be handed over to Entrepreneur/Tenderer purely on license basis and exclusive possession of the same will be with Dr. Panjabrao Deshmukh Krishi Vidyapeeth. The staff and officers of the University shall have right of entry in the premises for inspection and to check whether the terms and conditions of the license are being fulfilled. If any complaint is received by the University regarding deficiency of service, then upon making investigation and enquiry in respect of the said complaint and if the same is found genuine, then the Associate Dean will be at liberty to cancel the contract without giving any notice to the Entrepreneur/Tender, the said decision of the University cannot be questioned before Competent Forum by the Entrepreneur/Tender.
- 61.** No staff except Security Guard will be permitted to stay inside the garden after working hours or holidays except with the permission of Officer Incharge.
- 62.** Lodging /Boarding/Resorts/Covered huts are not permitted.
- 63.** No compensation shall be given to contractor, if the activities are stopped by means of liasioning, heavy rains, hot/cold weather etc.
- 64.** The contract is given to run/install particular activity noted in the tender. The contractor will not be allowed to start any other activity which is not included in the tender.

Special conditions

Entry Ticket Counter Telankhedi Garden

Successful Tenderers for Entry Ticket will have to provide the additional “Playfield Security Deposit” of Rs.25000/- (Rs.Twenty Five thousand only) exclusively for the damage/theft/breakage of playfield equipments installed at the gardens.

Followings are the special conditions for the running facilities of “Entry Ticket Counter” at the Telankhedi Garden Nagpur, which includes maintenance of Children Corners of all garden and aquarium at Telankhedi Garden.

1. The location of Entry Ticket Counter should be near the entrance gate of garden.
2. The contractor should ensure that visitors should not enter with plastic, Polythene bags or leaving any garbage in the garden. He should prohibit the visitors on the entry gate for the same .
3. The contractor shall not have right to install or carry out any activity outside specified area.
4. The contractor should collect the Entry Ticket amount from the visitors at the Entry Ticket counter and not at the Entrance Gate.

Children Corner Telankhedi Garden

1. Tenderer of Entrance Ticket Counter shall have to run and maintain the Children Corner which includes the playfield equipments.
2. The children corner will be open according to garden time.
3. The tenderer shall allow only Children below 12 years to use the playfield equipments in the corner. Parents/Guardians shall be allowed to enter in the corner if they are accompanied with children. Others will not be allowed to enter in the corner. In case of violation a fine @ **Rs. 100/- each will be charged by the officer In-charge of Garden from the contractor.**
4. The tenderer shall have to maintain all the equipments in working order, neatly painted, greased or oiled. If necessary repairs should be done timely.
5. He shall have to keep one security guard compulsorily up to closing of Children corner otherwise fine of **Rs. 240/-** will be charged to the tenderer Which will be recovered on same day or from playfield security deposit.
6. The tenderer shall be liable for any loss or damage caused to equipments in the Garden.
8. Any playfield equipment damages/breakages should be got repaired as early as possible and latest within a week.

Aquarium (Telankhedi Garden)

1. Tenderer offering highest bid to run the Entry Ticket Counter shall have to run and maintain aquarium in respective garden. He shall have to take complete charge of Aquarium and aquarium related materials, Generator set etc. and report the same to Officer In-charge/ Professor of Horticulture, College of Agriculture, Nagpur.
2. The starting visiting hours for Aquarium will be similar as Garden entry timing (Mention in general terms & condition). However, closing hours of visit at Aquarium will be half hour prior to garden timing.
3. He shall have to maintain all the equipments of Aquarium in working order and presentable condition.
4. He shall have to clean all the fish pots of aquarium regularly and keep whole area inside and outside the Aquarium neat and clean and presentable. Associate Dean/ Professor of Horticulture /Officer In-charge of the Garden shall visit/Inspect the Aquarium (inside and outside) as and when they desire, and shall be empowered to issue suitable warning in case of any defaults by the tenderer.
5. Tenderer shall not start any other activity inside or outside the Aquarium, and he will not erect any structure, nor he will sublet the contract to anybody.
6. The tenderer shall be liable for any loss or damage caused to the aquarium equipments and aqua material therein, and the same will be recovered from him.
7. Any Aquarium equipment going out of order should be got repaired or replaced and dead aqua material should be replaced by equal surviving material immediately. The feeding and medication should be done regularly.
9. Tenderer shall have to keep his own two Security guards in Telankhedi compulsory to look after the Aquarium. Similarly he will have to employ one security guard for children Corner for Telandhedi Garden.
10. The payment of monthly Electric and water consumption bill of aquarium should be made before the 10th of next month.
11. In case of failure in electric supply of Aquarium at Telankhedi Garden use of generator set is permitted (this will be given in charge while taking the charge of Aquarium) Generator set maintenance, repairs, fuel, battery charging shall be the responsibility of tenderer, and he shall have to keep the Generator set in proper working condition at all times.

- 12.** The University shall not have any liability in respect of any accident or injury caused to the visitors due to defaults. Tenderer alone shall be responsible and liable for the same.
- 13.** The water supply tank for Aquarium shall have to be kept clean time to time.
- 14.** The Tenderer shall allow the Associate Dean or any other authorized person to inspect the aquarium and shall comply the directives within a week, failing which contract will be liable for termination.

**तेलनखेडी उद्यान येथे फिरते विक्रेता विभाग (हाकर्सझोन)
चालविण्याकरिता निविदेच्या अटी व शर्ती – 2013-14, 2014-15, 2015-16**

- 1) डॉ. पंजाबराव देशमुख कृषि विद्यापीठ, अंतर्गत कृषि महाविद्यालय, नागपूर येथील तेलनखेडी उद्यानाचे परिसरात प्रवेश द्वाराच्या बाजूला फिरते विक्रेता विभाग (हाकर्स झोन) चालविण्यासाठी ठेक्याने देण्याबाबत निविदा मागविण्यांत येत आहे.
- 2) फिरते विक्रेता विभाग (हाकर्स झोन) ची जागा कृषि महाविद्यालय, नागपूर अंतर्गत तेलनखेडी प्रवेश द्वाराच्या उजव्या बाजूला राहिल. या जागेवर स्टॉल लावण्याचे अधिकार ठेकेदारास राहिल. निर्धारित जागा प्रभारी अधिकारी महाराजबाग बगीचा, नागपूर आखुन देतील त्याप्रमाणे राहिल.
- 3) परिसराची साफसफाई ठेकेदाराला स्वतः करावी लागेल त्यासाठी आवश्यक कचरापेटी ठेवण्याची तरतुद ठेकेदाराला करावी लागेल. परिसर संपूर्ण स्वच्छ व निरोगी राहिल याची जबाबदारी ठेकेदारावर राहिल. ठेकेदारास महानगरपालिकेकडून किंवा शासनाकडून आवश्यक असल्यास परवाना काढून घ्यावा लागेल तसेच अन्न निरीक्षकास खाद्य पदार्थांचे निरीक्षण करण्याची मूभा राहिल आणि त्याची जबाबदारी ठेकेदारावर राहिल.
- 4) स्टॉल सुरु ठेवण्याची वेळ फेब्रुवारी ते ऑगस्ट सकाळी 08.00 ते सायंकाळी 06.30 व सप्टेंबर ते जानेवारी सकाळी 8.00 ते सायंकाळी 6.00 पर्यंत राहिल.
- 5) ठेकेदारास स्वतः स्टॉल्स लावण्याचा किंवा दुसऱ्यांना स्टॉल लावू देण्याचा अधिकार राहिल तसेच या स्टॉलचे भाडे घेण्याचा अधिकार ठेकेदारास राहिल.
- 6) ठेकेदाराने ज्यांना स्टॉल दिला आहे अशा व्यक्तींची नावे व पत्यासह यादी या कार्यालयास दर महीण्याचे 5 तारखेपर्यंत सादर करावी लागेल. परंतु ज्यांना स्टॉल द्यावयाचे आहे त्याची पूर्वमंजूरी सहयोगी अधिष्ठाता, कृ.म.वि. नागपूर यांचेकडून घेणे अत्यावश्यक राहिल.
- 8) ठेकेदारास गुन्हेगार वा गुन्ड प्रवृत्तीच्या लोकांना स्टॉल देता येणार नाही. परंतु चुकीने दिला गेल्यास आणि स्टॉल धारक गुन्हेगार किंवा गुंड आढळून आल्यास त्याला दुस-या दिवसापासून स्टॉल लावता येणार नाही. उल्लंघन केल्यास पोलीस स्टेशनकडे तक्रार करण्यांत येईल.
- 9) ठेक्याची मुदत संपताच ठेकेदाराने फिरते विक्रेते विभागाची जागा बिनशर्त रिकामी करुन द्यावी लागेल तसे न केल्यास विद्यापीठास जागा बळजबरीने रिकामी करुन घेण्याचा संपूर्ण अधिकार राहिल. व त्या संदर्भात ठेकेदाराचा कोणताच उजर ऐकला जाणार नाही.
- 10) ठेकेदारास किंवा स्टॉल धारक तसेच ग्राहकांना त्यांची वाहने अधिकृत वाहन स्टॅन्डवर ठेवावी लागतील इतरत्र ठेवता येणार नाही.
- 11) वरील अटी व शर्ती मला मान्य असून त्या मला बंधनकारक आहे तसेच विद्यापीठाच्या मालमत्तेस कोणतेही नुकसान झाल्यास ते मी भरुन देण्यास तयार आहे अन्यथा मी शिक्षेस पात्र राहिल असे हमी पत्र 100 रु. किंमतीच्या कोर्ट स्टॅम्प पेपरवर ठेकेदारास लिहून द्यावे लागेल.

पार्कींग ठेक्यासाठी निविदेच्या अटी व शर्ती – 2013-14, 2014-15, 2015-16
महाराजबाग, तेलनखेडी गार्डन

- 1) अ. कृषि महाविद्यालय, नागपूरच्या परिसरात तेलनखेडी उद्यानाच्या स्टॅडच्या जागेचे क्षेत्रफळ 900 मी. असून प्रवेशद्वार उद्यानात प्रवेश करण्यापुर्वी डाव्या बाजूला राहिल. ठेकेदारांनी या जागेबाहेर कोणतीही वाहने ठेवू नये. ठेवलेले आढळून आल्यास ठेकेदाराकडून 50 रु. प्रति वाहन दर आकारण्यात येईल.
 - ब) अतिरीक्त जागेची गरज असल्यास एक आठवड्यापुर्वी अर्ज करावे लागेल व सहयोगी अधिष्ठाता यांची अनुमती असल्यास या जागेकरीता प्रति चौ. मी. जागेकरीता रु. 1/- प्रमाणे अतिरीक्त जागेची रक्कम त्वरीत भरावी लागेल.
 - क) उद्यानाच्या कोणत्याही परिसरात (वाहन स्टॅड व्यतीरिक्त) वाहने ठेवण्यात येणार नाही याकरीता कंत्राटदाराने स्वतःच्या खर्चाने 1.5 फुट × 2 फुट आकाराचे सुचना बोर्ड तयार करून ठिकठीकाणी लावावे.
 - ड) येथे स्पष्ट करण्यांत येते की, फक्त सायकल, स्कुटर व लहान चारचाकी मोटार वाहनाकरीताच स्टॅडचा ठेका देण्यांत येत असून वर (अ) मध्ये नमुद केलेल्या 'जागेचा' ठेका देण्यांत येत नाही किवा ठेक्याच्या कालावधीत वर उल्लेखित जागा लिज किंवा लायसन्स वर देण्यांत येणार नाही व तसा उद्देशही नाही. स्टॅडचा ठेका चालु राहण्याच्या कालावधीतील वापरण्यांत येणा-या जागेवर पुर्ण निर्बंध व मालकी विद्यापीठाची राहिल तसेच त्यावर विद्यापीठाचा कब्जा राहिल. ठेक्याच्या कालावधीत वापरण्यांत येणारी जागा कमी जास्त करण्याचे अधिकार विद्यापीठाचे राहतील व हा सायकल, स्कुटर व लहान चार चाकी मोटार वाहनांचा स्टॅडचा ठेका असून त्या अंतर्गत जागेचे लिज किंवा लायसन्स म्हणून समजण्यात येऊ नये.
- 2) उद्यानात भेट देणारे प्रेक्षक तसेच महाविद्यालयातील कर्मचारी व विद्यार्थी वाहने ठेवतील.
 - 3) अनामत रकमेवर व इतर रकमेवर व्याज देण्यांत येणार नाही.
 - 4) ठेका मंजूर झाल्यानंतर ठेक्याचे काम सुरु करण्याआधी ठेकेदाराने स्वतःचे खर्चाने स्टॅड बोर्ड, घ्यावयाचे दर इ. स्टॅडचे जागेवर लावले पाहिजे बोर्ड न आढळल्यास तसेच कोणत्याही प्रकारची तक्रार आल्यास शर्तीचा भंग समजून ठेका रद्द करण्यांत येईल. ठेकेदारास नुकसान भरपाई मागण्याचा कोणताही अधिकार राहणार नाही. बोर्डवर लिहावयाच्या माहितीचा मसूदा आणि जागा सहयोगी अधिष्ठाता यांचे कडून मंजूर करून घ्यावी लागेल. बोर्डवर कोणतीही खोडतोड आढळल्यास प्रती दिन रु. 500/- प्रमाणे दंड आकारण्यात येईल.
- 5) अ. सहयोगी अधिष्ठाता, प्राध्यापक उद्यान विद्या, प्रभारी अधिकारी तेलनखेडी व त्यांच्या सोबत असणारे अधिकारी, कर्मचारी, विद्यार्थी यांच्या वाहणांनी विनामुल्य देखभाल करावी लागेल.
 - ब) महाविद्यालयाचे विद्यार्थी, विद्यापीठाचे अधिकारी, वर्तमानपत्राचे बातमीदार व ईतर कार्यालयातून येणारे कर्मचारी व डाक चपराशी यांचे कडून पैसे न घेता त्यांच्या सायकल स्कुटरची बिनामुल्य देखभाल ठेकेदारास करावी लागेल. याबाबत कोणत्याही प्रकारची तक्रार चालणार नाही. उपभोक्ताकडून तक्रार आल्यास त्याची गंभीर दखल घेतली जाईल.

- क) ठरलेल्या वेळेतच स्टॅन्डवर वाहन ठेवता येईल व प्रत्येक दिवसाचा अर्थ (सकाळी 8.00 ते सायंकाळी 6.30 वाजेपर्यंत फेब्रुवारी ते ऑगस्ट व सकाळी 8.00 ते सायंकाळी 6.00 वाजेपर्यंत सप्टेंबर ते जानेवारी) असा राहिल.
- ड) विद्यापीठाने उद्यान कोणत्याही कार्यक्रमाकरीता खाजगी किंवा सरकारी व्यक्तींना वापरण्यास दिल्यास निमंत्रित व्यक्तीकडून किंवा त्यांच्या कर्मचा-यांकडून स्टॅन्ड भाडे वसूल करता येणार नाही आणि त्या दिवशी स्टॅन्ड बंद ठेवावे लागेल कार्यक्रमाविषयी ठेकेदारांना सुचीत करण्यात येईल. शुल्का ऐवजी ठेकेदारास यथाप्रमाणे (Prorata) तत्वावर (ठेका ÷ 365 या दराने) त्या दिवशीचे भाडे देण्याबाबत संबंधीत व्यक्तींना सुचना देण्यात येईल. व संबंधीत वाहने पाहण्याची जबाबदारी सायकल स्टॅन्ड मालकाची राहिल.
- ई) ठरविलेल्या दरापेक्षा जास्त तिकीट आकारल्यास प्रती वाहन रु. 50 प्रमाणे दंड करण्यात येईल व दंडाची रक्कम त्वरीत भरावी लागेल अन्यथा योग्य ती कार्यवाही करण्यात येईल. किंवा कंत्राट रद्द करण्यात येईल.
- 6) सायकल स्टॅन्डकरीता जी जागा निर्देशित करतील त्याच जागेवर ठेकेदाराला सायकल, स्कुटर, लहान मोटर वाहन ठेवावे लागेल. तसेच तिकीट विक्री पार्किंग झोन मध्येच बसून करावी लागेल. उद्यानाच्या भिंतीलगत वा प्रवेशद्वाराजवळ कोणतेही वाहन ठेवता येणार नाही. स्टॅन्ड व्यतिरिक्त इतर कामाकरीता, कोणत्याही प्रकारच्या कामाकरीता/बांधकामाकरीता ठेकेदारास जागेचा उपयोग करता येणार नाही. स्टॅन्ड पोटकिरायाने दुसऱ्यास चालविण्यास देता येणार नाही. स्टॅन्डची जागा व तारेचे कंपाऊंड ज्या स्थितीत आहे त्याच स्थितीत ठेकेदारास मिळेल व भिंतीला कोणत्याही प्रकारचे नुकसान झाल्यास ठेकेदारास सहयोगी अधिष्ठाता ठरवतील त्या प्रमाणे नुकसान भरपाई करून द्यावी लागेल.
- 7) कृषि विद्यापीठाचे कर्मचारी व विद्यार्थी सोडून इतर लोकांनी स्टॅन्डवर सायकल, स्कुटर व वाहन ठेवण्याबाबतच्या सुचना स्टॅन्डच्या बोर्डावरच लिहाव्या.
- 8) ठेकेदाराने स्टॅन्डवर काम करणाऱ्या कर्मचाऱ्यांची नावे ताबडतोब कार्यालयास कळवावी लागतील. यात बदल झाल्यास 24 तासांच्या आत कळवावे लागेल. त्या संबंधात काही तक्रारी असल्यास सहयोगी अधिष्ठाता यांचा निर्णय बंधनकारक राहिल.
- 9) ठेकेदार व त्याचे माणसांनी सायकल, स्कुटर व मोटार वाहन ठेवणाऱ्या व्यक्तींशी सभ्यतेने वागावे. त्या संबंधात काही तक्रारी असल्यास सहयोगी अधिष्ठाता यांचा निर्णय बंधनकारक राहिल.
- 10) स्टॅन्डवरून सायकल, स्कुटर किंवा इतर वाहने चोरीला गेल्यास अथवा अदलाबदल झाल्यास आणि त्याबाबत पोलीस तक्रार झाल्यास आर्थिक भरपाई करून देण्याची संपूर्ण जबाबदारी ठेकेदाराची राहिल. व ठेकेदारास सायकल किंवा इतर वाहन मालकास भरपाई करून द्यावी लागेल.
- 11) ठेक्याची मुदत संपताच ठेकेदारास स्टॅन्डची जागा बिनशर्त रिकामी करून द्यावी लागेल. तसे न केल्यास विद्यापीठास जागा बळजबरीने रिकामी करून घेण्याचा संपूर्ण अधिकार राहिल, व त्या संबंधात ठेकेदाराचा कोणताही उजर ऐकला जाणार नाही.
- 12) वरील अटीच्या अर्थाबाबत कधी काही अडचणी उद्भवल्यास सहयोगी अधिष्ठाता यांचा निर्णय अंतीम राहिल. ठेक्याच्या कालावधीत तसेच गरज भासल्यास वरील अटी बदल करण्याचे अधिकार सहयोगी अधिष्ठाता यांना राहिल.

Appendix – I (Part –IV)
“DECLARATION OF THE TENDERER”

- 1) That I / We _____ am / are the authorized nominee(s) of the firm _____ hereby submit tender to the University for running facilities at Telankhedi Garden belonging to College of Agriculture, Nagpur under Dr.P.D.K.V. Akola
- 2) I am to state that the information provided in the tender form is true and correct
- 3) I / We may be punished as per law for any wrong information, misleading facts provided in the tender from besides rejection of my / our tender.
- 4) In case of any dispute, the Jurisdiction will be Nagpur only.
- 5) I / We have carefully read all the general and specific terms and conditions of the tender and I solemnly declare that the same are acceptable to me/us and binding on me/us.

Place:

Signature of Tenderer:

Date:

Name of Tenderer :

Capacity in which signed :

Full address of the Tenderer :

With seal & stamp :

(Attach Identity card Xerox) :

Phone No. :

Mobile No. :

(This should be enclosed in envelope No. 2)

Appendix –II

**TENDER FOR RUNNING DIFFERENT ACTIVITIES
AT TELANKHEDI GARDEN, NAGPUR**

A. TENDER AMOUNT OFFERED FOR THE YEAR 2013-14

Name of activity	EMD Amount In Rs. Lakh	Name of Bank/Branch D.D. No. and Date Of E.M.D.	Minimum offer amount Rs. in lakh	Maximum bid offered by Tenderer Rs. in lakh	Name of Bank/Branch DD No. & Date of 25% of offer amount
A)Telankhedi Garden & Aquarium <ul style="list-style-type: none">• Entry ticket,• Parking and• Hawker's Zone	0.30	-----	26.00	----- -	----- --

PLACE :

DATE :

**Signature of Tenderer
Name & Full Address**

(Stamp of Rs. 100/-or of appropriate value)

Affidavit/Indemnity Bond

My tender for running _____ at _____ Garden has been accepted by the Associate Dean, Agriculture, College, Nagpur

I, Mr.

Aged, S/O

R/o(Address)

the contractor, agree to abide by and fulfill all terms and conditions included from page No. 1 to 22 of the tender or in default to forfeit the tender amount as well as Security Deposit to the Associate Dean, College of Agriculture, Nagpur subsequent upon closing of the activity due to default.

I, further agree to indemnify the University from any loss or liability that may arise due to any act of commission or omission by me or due to any accidental claim which may arise during the subsistence of agreement.

I am fully aware that in case of any dispute, the decision of the Associate Dean, College of Agriculture, Nagpur shall be final and binding on me.

Signature

Date _____

Full Name _____

Address _____

Ph. _____

Verification

1. Verified & signed at Nagpur on this (the day)
..... (month), 2013

DEPONENT

I know the deponent

Advocate

In presence of

1. Witness;

Signature _____

Name _____

Address _____

2. Witness:

Signature _____

Name _____

Address _____

Place : Nagpur

Date :

**Chairman, Tender Committee &
College of Agriculture, Nagpur**