

**TENDER FORM FOR
MAINTENANCE OF DIFFERENT GARDENS ON CONTRACT BASIS AT
COLLEGE OF AGRICULTURE, NAGPUR**

To,
Associate Dean,
College of Agriculture,
Nagpur.

Dear Sir,

1. In response to the tender notice published in the daily newspaper _____ dated _____ the _____ I/We submit herewith the tender form for contract work in different gardens.
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 contract work in different gardens and accordingly have quoted the rates on Hectare basis etc. as given in Appendix-II.
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, College of Agriculture, Nagpur. The decision of the Associate Dean, College of Agriculture, Nagpur will be final and shall be binding on me/us.
6. EMD for maintenance contract work at College of Agriculture, Nagpur should be deposited through RTGS as per e-tender process.
7. I/We agree to perform contract work in different gardens as per the specifications of the tender document
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 EMD through RTGS as per e-tender process. The envelope no.-2, (Commercial envelope) contains rates quoted by me/us for concerned garden/gardens. Which are in online mode.
9. I/We also agree that the Associate Dean, College of Agriculture, Nagpur has full rights to open/consider the commercial envelope only, if the Associate Dean, College of Agriculture, Nagpur 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 undertaking on apex is 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 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.

Signature of Tenderer

11. Committee will open both the envelopes simultaneously but if the documents and EMD are not as per the terms and conditions then offer will not be considered.
12. I/We hereby declare that, I/We are the registered firm for undertaking such type of garden maintenance work of gardens. I/We are having all the necessary licenses, permissions, manpower, labourers, tools & equipment's.

Enclosures: 1) Envelop No. 1 (Appendix-I Part- I, II, III)
 2) Envelop No. 2 (Appendix II) along with RTGS Copy for EMD of Rs. 50,000/-

Place _____
 Date _____

Yours faithfully,

Name and Signature of the
 Tenderer/ Contractor

Phone No. _____ Mob. _____

E-Tender Schedule

Tender document download start date and time	10/10/2024 – 11.00 hrs
Tender document download and bid submission end date and time	29/10/2024-17.00 hrs
Tender opening start date and time, Technical and commercial bid	30/10/24 11.00 hrs or on suitable date
Pre bid meeting	17/10/2024-16.00

Paste recent passport size photograph with signature

Appendix -1 (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 submitting 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 only related to prescribed work also but state in the list after numbering the same pages.

Sr. No.	Details	Whether attached	Page No.
1	Cost of tender document Rs. 3000/-online payment	Yes / No	
2	E. M. D . through RTGS/ Payment gateway	Yes / No	
3	Company profile, Details of Directors, details of partners & Experience of work	Yes / No	
4	Documents in support to reveal capacity for the tender	Yes / No	
5	Envelop 1	Yes/No	
6	Envelop 2	Yes/No	
7	Identity Card and permanent address proof	Yes/No	

The above details have been checked and found correct.

Place:**Date:**

(Official Seal)

Signature of Tenderer

On the stamp paper of Rs.100/-

Appendix - I (Part -II)

"Undertaking OF THE TENDERER"

- 1) That I / We _____(Name)
am / are the authorized
nominee(s) of the firm _____(Name) hereby submit tender to
the University of contract work for maintenance in Maharajbagh Garden and
Satpuda Botanic Garden, Horticulture Section, 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 form 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

Signature of Tenderer:

Place:

Date:

Name of Tenderer: _ _____

Capacity in which signed: _____

Full address of the Tenderer _____

With seal and stamp:

(Attach Identity card Xerox) _ _____

Phone No. : _____

Mobile No. : _____

Signature of Tenderer

**APPENDIX I (PART - III) TERMS AND CONDITIONS FOR
MAINTENANCE OF DIFFERENT GARDENS ON CONTRACT BASIS
COLLEGE OF AGRICULTURE, NAGPUR.**

A. GENERAL

1. E-Tenders are invited from Contractors/Intending Bidders/firms/agencies into bid system to enter into contract with Dr. P.D.K.V. Akola for maintenance of A) Maharajbag Garden B) Satpuda Botanic Garden for the period of **01/10/2024 to 31/03/2027 & extendable for next two years i.e. up to 31 March, 2029** subject to satisfactory work. Tender document is available on Government of Maharashtra Electronic Tender Management System (<http://maharashtra.nextprocure.in/>) through Sub Portal of <http://agro.maharashtra.nextprocure.in/> with online **Payment of Rs. 3000/- (Rupees Three Thousand only). The E-tendar form fee as well as EMD amount is to be paid on A/C details mention below only. The bidder has to pay all the amount online, or through A/C. details mentioned below.**

Name of A/C	:	Associate Dean, College of Agriculture, Nagpur
Account no.	:	005905017362
IFSC code	:	ICIC0000059
Bank name	:	ICICI Branch Nagpur.
Branch	:	Civil lines Nagpur.

The fees of tender document will be non-refundable. **Tender is to be submitted online on the government of Maharashtra website (<http://maharashtra.nextprocure.in/>) through Sub Portal of <http://agro.maharashtra.nextprocure.in/> in two separate e-envelopes the tender shall submit the e-tender and e-documents in two e-envelopes as below. (Technical Envelope T1 and Commercial Envelope C1).**

2. If any dispute arises in this regard, then Tenderer can submit his appeal before Empowered Committee formed in this regard. The decision of Chairman Empowered tender committee/ Associate dean, College of Agriculture, Nagpur will be final and binding on Tenderers.
3. The Tenderer should provide the following documents in technical envelope.
4. **Tenderer shall have to produce the certificate of Experience of related work in reputed Institute and also it is compulsory to produce the certificate about Non blacklist in which firm previously he has worked** , Documents in support to reveal capacity to contract work in Nursery, Gardens identity Card and address proof and all other relevant documents mentioned in check list Appendix I part I should be submitted in the Technical envelope No. T1
4. **Earnest money deposit (EMD) of minimum Rs. 50,000/- (Rs. Fifty Thousand Only) FOR MAINTENANCE OF DIFFERENT GARDENS ON CONTRACT BASIS AT COLLEGE OF AGRICULTURE, NAGPUR shall be paid via online using NEFT/RTGS EMD amount is to be paid on A/c details mentioned below only.**

The bidder has to pay all the amount online/A/c details mentioned here only.

Name of A/C	:	Associate dean, college of Agriculture, Nagpur
Account no.	:	005905017362
IFSC code	:	ICIC0000059

Bank name	:	ICICI Branch Nagpur.
Branch	:	Civil lines Nagpur.

Signature of Tenderer

5. A Tenderer will not be permitted to withdraw or modify or amend the contents of the tender in any circumstances once submitted on portal.
6. After tender opening, the EMD of the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given in challan under beneficiary Account Number.
7. Attested copy of earnest money exemption certificate will be accepted in lieu Earnest Money Deposit from the registered contractors of Maharashtra state only.
8. please note that **Earnest money in the form of cheques or any other form except above will not be accepted.**
9. The amount will be refunded to the unsuccessful tenders on deciding about the acceptance or otherwise of the tender. In case of successful tenderers, it will be refunded on his paying initial security Deposit and completing the tender documents in form T1
10. The Tenderer must submit only online Appendix II in commercial envelope C-1 .
11. **Lowest bid with statutory compliances will be considered irrespective of number of bids received and as per the decision of committee.**
12. The EMD amount of the bidder will be retained till the finalization of activity.
13. The Tenderer will be informed about the acceptance, if his/her tender is approved by the Associate Dean, **successful Tenderer will have to furnish security deposit to the extent of 5 % of the tender amount i.e. offer amount as mentioned in final order, through demand draft drawn on any Nationalized Bank/scheduled Bank payable at Akola in favour of the Comptroller, Dr. PDKV, Akola within 7 days from the issue of the order.**
14. The security deposit will be returned 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 successful tenderer whose bid is approved by the empowered committee. **The tenderer shall have to execute agreement in the prescribed form on Government Court Fee stamp paper costing Rs. 500/-which should be submitted to this office at the time of issue of final work order.** The agreement received with seal and signature of tenderer will become Legal Agreement between the Tenderer and the Associate Dean College of Agriculture, Nagpur on behalf of 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 up to the standard specification, and or non- acceptance of these terms and conditions by the tenderer, 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. Tenderer shall have to produce the certificate of Experience of related work in Reputed Institute, Documents in supports to reveal capacity to contract work in Nursery, Gardens identity card and address proof should be attached with documents of technical envelope No. TI.
18. Earnest money deposit (EMD) OF Minimum Rs. 50,000/- (Rs. Fifty thousand only) for this tender of A) Maharajbagh Garden B) Satpuda Botanical Garden should be paid online using NEFT/RTGS or payment gateway mode. No interest shall be paid on EMD.
19. **Tenderer (s) must sign with seal on each page failing which College/University may reject tender in toto.**

20. The rate submission on PTF (plain Tender form) costing Rs. 3000/- 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.
21. (A) Tenderer will not be permitted to withdraw or amend the contents of the tender once submitted (B)Tenderer may submitted his bid for any the gardens or for all two gardens also.
22. **Rates of single tenderer who is technically qualified may be approved, if the empowered committee in this regard of college of Agriculture, Nagpur approves it.**
23. **The rate quoted by the tenderer per Hectare of the respective gardens. (Maharajbagh Garden and Satpuda Botanical Garden) should be inclusive of all taxes, duties, levies etc. of all types. The college will be liable to pay only the net amount quoted by the tenderer. In future also the claim of what so ever will not be entertained.**
24. **The contractor should be registered labour contractor with all necessary statutory licenses, permissions, of central/state Government, and should promptly pay all the statutory dues.**
25. The tender form **without E.M.D will not be considered at any condition.**
26. The tenderer will be informed about the acceptance, if his/her tender is approved by the competent authority.
27. 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.
28. The Associate Dean, College of Agriculture, Nagpur **reserve the right to accept or reject any or all the offers without assigning any reason.**
29. The terms of contract work in different gardens within one month from the date of issue of the work order.
30. All relevant provision of acts and Notifications of central & State Government and their Statutory Bodies existing at the time of payment will be binding on the tenderer.
31. This security deposit will be retained till the completion of the specified period or termination of this contract. Security deposit will be refunded without any interest provided, contractor have not damaged any tool, equipment. Pipeline, cable or fixtures of garden and have not failed in providing the necessary labourers or execution of general maintenance work of gardens. In case any such default on the part of contractor is reported the security deposit will be forfeited.
32. **The contractor shall also provide the required trained supervisor with requisite expertise to supervise the daily work and it is mandatory. The daily work should be finalized in consultation with the Garden Incharge. It is authority of the Garden In charge to change the allotted work if necessary in that particular time . The contractor shall also comply with all legal provision applicable from time to time to the employees so engaged. The persons appointed by the contractor shall have no claim against university and it will be sole responsibility of the**

Contractor for any claims. The contractor should also look that, the appointed labours and supervisor has good character record and contractor has to produce such certificate to the Garden In charge before start of the work. If any accidental issues or medical emergency arises during the work, the contractor should take care with his own cost.

33. The contractor should submit the list of his labours engaged for running different activity with their identity proof.

Signature of Tenderer

34. **The contractor shall not sublet, transfer or assign the contract or any part thereof in any manner what so ever in the event of the contractor contravening this condition, the university/college shall be entitled to terminate the contract. It is necessary to manage the daily work by the person whose name the work order is given and other persons will not be entertained at any cost**
35. The contractor must register himself with the state Government/ Central Government for necessary tax /Surcharge/Duties and pay them promptly.
36. The contractor shall store his material only in areas allocated to him by the Garden In-charge under their supervision.
37. Any materials/equipment found lying outside the area will be removed from the garden at the cost of contractor.
38. 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.
39. No staff except Security Guard will be permitted to stay inside the garden after working hours or holidays except with the permission of Officer In-charge, garden. If found the police complaint will be filed
40. The successful tenderer will have to execute the lawn maintenance /garden maintenance work at other sites under college at the rates quoted by him.

B 1. Nature of work at Maharaj bag garden

1. Cleaning of complete garden area 5.00 ha. and maintain in presentable form.
2. Cleaning of garden road including zoo area and the lawns opposite to college campus.
3. Removal of weeds and keep the garden weed free forever.
4. Preparation of flowering bed along with the all the road/path side in the garden and regular earthing up of flower bed, shrubbery.
5. Application of FYM, fertilizers, spraying of pesticide and chemical in garden as and when required.
6. Spreading of silt and sand on lawn as per directives of garden In-charge. Planting of seasonal flower crops along with the road side and specified area.
8. Irrigation to the complete garden.
9. Regular trimming of hedges, edges and shrubs and maintain in presentable condition.
10. Loosening of soil and sand in play field area.
11. Moving of lawn and collection of cutted grasses and remove it and maintain lawn in presentable condition.

2. Nature of work at Satpuda botanic garden

1. Cleaning of complete garden area 10.00 ha. and maintain in presentable form.
2. Cleaning of garden roads & carries.
3. Removal of weeds and keep the garden weed free forever.
4. Preparation of flowering bed along with the all the road/path side in the garden and regular earthing up of flower bed, shrubbery etc.
5. Application of FYM, fertilizers, spraying of pesticide and chemical in garden as and when required.
6. Spreading of silt and sand on lawn as per directives of garden In-charge.

7. Planting of seasonal flower crops along with the road side and specified area.
8. Irrigation to the complete garden.
9. Regular trimming of hedges, edges and shrubs and maintain in presentable condition.
10. Loosening of soil and sand in play field area.
11. Moving of lawn, collection of cutted grasses and removes it and maintain lawn in presentable conditions.

Signature of Tenderer

B 3. The Nature of work and its frequency is as follows: -

Sr. No.	Nature of work	Frequency of work
1	Cleaning of complete garden area and maintain in presentable form.	Daily
2	Cleaning of garden road.	Daily
3	Removal of weeds and keep the garden weed free forever.	Once in a fortnight
4	Preparation of flowering bed along with the all the road/path side in the garden and regular earthing up of flower bed, shrubbery.	Once in a fortnight
5	Application of FYM, fertilizers, spraying of pesticide and chemical in garden as and when required.	As and when required
6	Spreading of silt and sand on lawn as per directives of garden In-charge.	Twice in a year
7	Planting of seasonal flower crops along with the road side and specified area.	Once in a season
8	Irrigation to the complete garden.	Kharif- As and when required Winter- Twice in a week Summer -Daily
9	Regular trimming of hedges, edges and shrubs and maintain in presentable condition.	Once in a month
10	Loosening of soil and sand in play field area.	Once in a week
11	Moving of lawn and collection of cutted grasses and remove it and maintain lawn in presentable condition.	Once in a month

C. Special Terms and Conditions for maintenance of Gardens

1. The Contractor shall have to make his own arrangement of all tools. equipment's with necessary fuels, lubricants required for the work at his own cost.
2. The Contractor shall have to engage sufficient labourers at the site. If it is found that the maintenance of the garden is not satisfactory because of Contractor's failure to employ adequate manpower, the Contractor shall be penalized and the recovery shall be made from the due payments as may be deemed fit. The garden wise requirement of the labour is as:-

3. **Table showing the garden wise requirement of manpower: -**

Sr No	Name of garden	Male labour (Daily)	Female labour (Daily)	Mali (Daily)	Total (Daily)
1	Botanical Garden	03	04	01	08
2	Maharajbag Garden	03	08	02	13
		06	12	03	21

All the male/female labours should be of sound health & physically capable to work as required in that particular period work of gardens and should be in the age group of 25 to 55. (Contractor has to provide age proof of every labour)

3. **The contractor should supervise daily work and get it done in presence of him.If the contractor fails to provide the above labour to the respective garden, the amount will be deducted as per labour charge due to his absentee from the final bill.** In this case, contractor has binding to provide the approved number of labours every day for respective garden. (Maharajbagh Garden @5.00 hector and Total labour-15) & (Satpuda Botanical Garden @10.0 hactor and total labour- 08) if contractor fails to provide the labour as prescribed in table for the respective garden, the proportionately amount per labour will be deducted from the final bill. Also contractor should ensure that, the wages to be paid to the labours should not be less than minimum wages as per the prescribed Government act.
4. **Contractor has to provide brush cutter with skilled labour (other than prescribed labour) and fuel etc at his own cost and for that he has to quote the rate separately for one day (8hrs).**
5. All the staff required for the maintenance of the garden shall be employed by the contractor and no employee of the College shall engage in the side work.
6. The Contractor shall be responsible for the operation of different motor pumps for watering the garden. He shall also be responsible to operate the fountains only at prescribed time. The Contractor shall have to engage such electrician at his own cost
7. The Contractor shall be responsible change the water in fountain tanks once in a week.
8. Lawn mowing should be done regularly and petrol/ diesel required for this operation will be provided by the contractor. Lawn mowing should be lush green and should be free from weeds.
9. The Contractor shall have to spreads tank silt evenly on the lawn, twice in a year.
10. The Contactor shall have to apply manure to rosary, flower beds, lawns andplants twice in a year.
11. Hedges, shrubs, rosary and other plants should be pruned regularly and should Be maintained in proper shape.
12. The Contractor shall not be entitled to make use of the garden for any type of function.
13. **The behavior of the contractor's and their staffs with the visitors should be lenient in case of the complaint received from the visitors regarding the rude behavior of the Contractor's staff, the action shall be taken against the Contractor as may be deemed fit.**
14. The Contractor shall have to hand over the fountains, sprinklers, motor pumps, etc in working conditions to the College after lapse of the maintenance period.
15. The Contractor shall plant the seedlings of seasonal flowers before commencement of each season.
16. The lawn and roads of the garden should always be neat and clean for the same the Contractor shall employed the sweeper separately for each garden.
17. The waste material like polythene bags, waste food material, garbage on the lawn should be lifted immediately and the same is dumped at appropriate place suggested by the Garden In Charge.
18. Except the Contractor staff engaged for garden maintenance no person of contractor shall enter in the garden during working hours.

19. The trimming of hedges, shrubbery and for topiary, the Contractor shall have to employ skilled manpower.

Signature of Tenderer

20. Order issued by the College from time to time regarding the quality and progress of the work shall be binding on Contractor.
21. It is necessary for the Contractor to plant the seedlings of seasonal flowers, i.e. rainy, winter and summer, thrice in a year before commencement of the season as suggested by the Garden In Charge.
23. If the Contractor fails to maintain the garden properly, the College shall deduct/recover/penalize the contractor as below.
- I. During monthly inspection if it is observed that the maintenance of the lawn is not proper the deduction shall be done from monthly Running Bill @ Rs. 25 per Sqm.
 - II. If the hedges are not pruned properly and weeds are found in the hedges, the deduction shall be made from Monthly Running Bill @ Rs. 20/- per Sq m.
 - III. If the flower beds of annual are not maintained properly, the deduction shall be made from Monthly Running Bill @ Rs. 25/- per Sq.m.
 - IV. If the maintenance of shrubbery is not found satisfactory the recovery shall be made from Monthly Running Bill @ Rs. 35/- per Sqm.
 - V. If the maintenance of rockery/landscape is not proper the recovery from Monthly Running Bill shall be made @ Rs. 75/- per Sqm.
 - VI. It is found that the Contractor has not planted the plant in place of dead plant and failed to plant the saplings of ornamental plants suggested by the Garden In-Charge or his authorized subordinate, the deduction shall be made @ Rs. 20/- per plant.
24. In case of any dispute arises in respect of terms and conditions of the work it shall be referred to the Associate Dean, College of Agriculture, Nagpur and his decision shall be final and binding upon the Contractor.
25. Hedges, edges, rosary and other plants of Garden and in front of College premises should be pruned and topiary regularly and should maintain in proper shape.
26. Regular earthing up of the quarries of flowering beds, seasonal beds and shrubberies of Garden at least fortnight interval.
27. Prepare basins to shrubs like Vidya. Madanmasta, Junifer, Hibiscus and other plants and maintain it properly for irrigation purpose.
28. Collect dry leaves of palms and other dry branches of trees regularly as a daily practice.
29. In children corner, loosen the fine sand around the playfield equipment at fifteen days of interval and spread it properly.
30. Oiling and greasing to playfield equipment's should be done at a month of interval.
31. Cleaning of all the shrubberies regularly at fifteen days of interval.
32. Maintain all the landscapes of Garden and in front of college building by removing weeds, mowing grass etc.
33. Lawn mowing should be done regularly in Garden and in front of college building LAWNS.
34. After Lawn mowing, collect the mowed grass immediately and clean the grasses around the dust bins, electric poles and besides the staining.
35. Prepare pits, beds or ridges and furrows for plantation of new seedlings or saplings.
36. All the roads of Garden should be free from weed or grasses.

Signature of Tenderer

37. All the nursery beds, seasonal beds, rosary and other beds should be weed free and weeding operation done regularly.
38. Irrigate all lawns of Garden and in front of college building regularly.
39. Irrigate all nursery beds, seasonal beds, rosary and other beds regularly and as and when the plants require.
40. Cut or uproot all the unwanted plants or weeds regularly.
41. After irrigation, collect all the garden pipes and place it in appropriate place.
42. All the taps and valves of Garden must be in working condition.
43. In rainy season all the roads of Garden, should be free from saturated water.
44. Plantation of new seedlings/saplings at said distance.
45. There is no responsibility of the University/College staff, if accident and other any incident happens with the labour. All care should be taken by the contractor
46. It is binding to the contractor to continue the same labour appointed at the beginning of contract work. The officer in charge will take the suitable decision for the changing of labour but only at unavoidable circumstances.
47. Contractor should ensure that labourer are not engaged in any illegal activities during working hours in garden premises, contractor will be held responsible and suitable action will be taken by the Professor Horticulture
48. In summer season, if there is scarcity of water, the contractor should take the immediate action for making the alternative arrangement of watering the plants of the garden and for this no extra charge will be given to the contractor.
49. While appointing the labour for the respective garden, the contractor should make aware to every labour about the nature of work. After that no complaint in this context will be entertained.
50. It is also binding to the contractor to follow the rules and regulations about the labour contract issued by the Govt. of Maharashtra time to time.
51. If any loss or harm to the garden plants and other govt. property by the labour. In this case the responsibility goes to the contractor.
52. It is binding to the contractor to complete the work from the labors as suggested by the officer in charge and staffs time to time.
53. **The identity card will be issued by the officer in charge of that respective garden to each and every labour and staffs of the contractor.**
54. Any canvassing or pressure from outside person will be punishable offence
55. The final bill of the contractor will be approved only after the satisfied work. Remarks given by the officer in charge of that respective Garden.
56. The supervisor should first take the approval for the next day work and binding to give the report about work done every day to the officer in charge of that respective gardens.
57. The contractor should provide skillful mali to the respective gardens
58. The contractor may appoint the supervisor at his own cost
59. The contractor's supervisor should be healthy and good manager and capable to get the work from the labours and also to manage the nuisance activities if happens in the gardens.
60. **The working time for labour is 9 to 1 pm and 2 to 5 pm provided 1 to 2 pm lunch break. The responsibility of break in week for labour lies with the contractor**

Signature of Tenderer

(This should be enclosed in envelope No. 2)

Appendix-II
TENDER FOR

A-MAINTENANCE OF MAHARAJBAGH GARDEN ON CONTRACT BASIS
COLLEGE OF AGRICULTURE, NAGPUR.

Sr. No.	Nature of work	Frequency of work	Daily requirement of man power	Rate for monthly maintenance Per Hectare in Rs.
Maintenance of MAHARAJBAGH GARDEN -area (5.00ha)				
1	Cleaning of complete garden area and maintain in presentable form.	Daily	Male labour-3	
2	Cleaning of garden road.	Daily	Female labour- 8	
3	Removal of weeds and keep the garden weed free for ever.	Once in a fortnight	Mali -2	
4	Preparation of flowering bed along with the all the road/path side in the garden and regular earthing up of flower bed, shrubbery.	Once in a fortnight	Total-13	
5	Application of FYM, fertilizers, spraying of pesticide and chemical in garden as and when required.	As and when required		
6	Spreading of silt and sand on lawn as per directives of garden In-charge.	Twice in a year		
7	Planting of seasonal flower crops along with the road side and specified area.	Once in a season		
8	Irrigation to the complete garden.	Kharif- As and when required Winter- Twice in a week Summer Daily		
9	Regular trimming of hedges, edges and shrubs and maintain in presentable condition.	Once in a month		
10	Loosening of soil and sand in play field area.	Once in a week		
11	Moving of lawn and collection of cutted grasses and remove it and maintain lawn in presentable condition.	Once in a month		
12	Brush Cutter with skill labour, with fuel (other than prescribed labour)	As and when required.		

PLACE
DATE

Signature of Tenderer

(This should be enclosed in envelope No. 2)
Appendix-II
TENDER FOR
MAINTENANCE OF SATPUDA BOTANIC GARDEN ON CONTRACT BASIS
COLLEGE OF AGRICULTURE, NAGPUR.

Sr. No.	Nature of work	Frequency of work	Daily requirement of man power	Rate for monthly maintenance Per Hectare in Rs.
B.	Maintenance of SATPUDA BOTANIC GARDEN -area (10.00ha)			
1	Cleaning of complete garden area and maintain in presentable form.	Daily	Male labour-3	
2	Cleaning of garden road.	Daily		
3	Removal of weeds and keep the garden weed free for ever.	Once in a fortnight	Female labour-4	
4	Preparation of flowering bed along with the all the road/path side in the garden and regular earthing up of flower bed, shrubbery.	Once in a fortnight	Mali-1	
5	Application of FYM, fertilizers, spraying of pesticide and chemical in garden as and when required.	As and when required	Total- 08	
6	Spreading of silt and sand on lawn as per directives of garden In-charge.	Twice in a year		
7	Planting of seasonal flower crops along with the road side and specified area.	Once in a season		
8	Irrigation to the complete garden.	Kharif- As and when required Winter- Twice in a week Summer Daily		
9	Regular trimming of hedges, edges and shrubs and maintain in presentable condition.	Once in a month		
10	Loosening of soil and sand in play field area.	Once in a week		
11	Moving of lawn and collection of cutted grasses and remove it and maintain lawn in presentable condition.	Once in a month		

PLACE

DATE

Signature of Tenderer

Procedure for the e-tendering is as follow.

I. Technical e-Envelope TI.

The first envelope mentioned on the portal as '**Technical e-Envelope TI**' shall contain the following duly scanned documents.

1. **EMD should be paid online using payment gateway.**
- 2 (a) In case the applicant is Pvt./Public Limited Company, self attested copies of:
 - (i) PAN Card of the Company
 - (ii) TAN Regn. Certificate,
 - (iii) PAN Cards of all full time Directors
 - (iv) Memorandum and Articles of Association (in original),
 - (v) Income Tax Return of the last financial year (2020-21 to 23-24) duly certified by a Chartered Accountant,
- (b) In case the applicant is Partnership Firm, self attested copies of
 - (i) PAN Card of the firm,
 - (ii) TAN Regn. Certificate,
 - (iii) Income Tax Return of the last financial year (2020-21 to 23-24) duly certified by aChartered Accountant
 - (iv) Certified copy of Partnership Deed,
 - (v) Certified copy of Power of Attorney
 - (vi) PAN Card of all Partners
- (c) In case of sole Proprietor Firm, self attested copies of;
 - (i) Election Identity Card/Passport / Driving Licence / Passport as a proof of identity and address
 - (ii) PAN Card of the firm, (iii) TAN Regn. Certificate,
 - (iv) Income Tax Return of the last financial year (2020-21 to 23-24) duly certified by a Chartered Accountant
 - (v) VAT certificate
3. A certificate of good conduct from the Police Commissioner
 - i. Name of the officer :

 - ii. Designation :

 - iii. Telephone No. :

 - iv. E.mail :

 - v. Address of the Office :

 - i. Name of the Officer :

 - ii. Designation :

 - iii. Telephone No. :

 - iv. E.mail :

 - v. Address of the Office :

b) **Commercial e-Envelope C-1** The second e-envelope mentioned on the portal as "**Commercial e-Envelope C-1**" shall contain the offer made on the screen online.

Signature of tenderer

He should not quote his offer anywhere directly or indirectly in Technical Envelope T1, failing which the Commercial Envelope C-1 shall not be opened and his tender shall stand rejected. The contractor shall quote for the work as per details given in the main tender and also based on the common set of conditions issued / additional stipulations made by the Corporation as informed to him online Documents, as required in detailed tender notice, if applicable, shall also be included.

OPENING OF TENDERS

On the date specified in the tender notice following procedure will be adopted for opening of the tender.

Technical e-Envelope T-1

First of all, **Technical e-Envelope T-1** of the tenderer will be opened to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements a note will be recorded accordingly by the tender opening authority and the said tenderer's Commercial Envelope C-1 will not be considered for further action but the same will be recorded. Decision of the tender opening authority shall be final in this regard.

Commercial e-Envelope C-1

This envelope shall be opened immediately after opening of **Technical e-Envelope T-1** only if the contents of **Technical e-Envelope T-1** are found to be acceptable to the Corporation. The tendered percentage above or below shall then be read out and a computer print will be generated for the record.

Steps to be followed by Contractors to participate in the e-Tenders processed by ADF 1. Preparation of online Briefcase:

All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and Hash Submission stage.

In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same.

It is mandatory to upload the documents using the briefcase facility. Therefore, the contractors are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

Note: Uploading of documents in the briefcase does not mean that the documents are available to ADF at the time of Tender Opening stage unless the documents are

specifically attached to the bid during the online Bid Preparation and Hash Submission stage as well as during Decryption and Re-encryption stage.

Signature of tenderer

1. Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by ADF on the home page of ADF e-Tendering Portal on <http://ADF.maharashtra.etenders.in> under the section Recent Online Tender.

3. Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents via online mode by filling the cost of Tender Form Fee.

4. Online Bid Preparation and Submission of Bid Hash (Seal) of Bids:

Bid preparation will start with the stage of EMD Payment which bidder has to pay online using any one online pay mode as RTGS , NEFT or payment gateway . For EMD payment, If bidder use NEFT or RTGS then system will generate a challan (in two copies) with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment via net banking facility provided by bidder's bank.

Bidder will have to validate the EMD payment as a last stage of bid preparation. If the payment is not realised with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in nonparticipation in the aforesaid eTender.

Note:

*** Realisation of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT/RTGS payment activity should be completed well before time.**

*** NEFT/RTGS option will be depend on the amount of EMD.**

*** Help File regarding use of ePayment Gateway can be downloaded from eTendering portal.**

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of ADF. The templates may be either form based, extensible tables and / or unloadable documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data using the Digital Certificate.

The uploadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes:

a. The Contractors upload a single document or a compressed file containing multiple documents against each unloadable option.

b. The Hashes are the thumbprint of electronic data and are based on one - way algorithm. The Hashes establish the unique identity of Bid Data.

c. The bid hash values are digitally signed using valid Class - II or Class - III Digital Certificate issued any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance.

Signature of tenderer

d. After the hash value of bid data is generated, the Contractors cannot make any change / addition in its bid data. The bidder may modify bids before the deadline for Bid Preparation and Hash Submission as per Time Schedule mentioned in the Tender documents.

e. This stage will be applicable during both, Pre-bid / Pre-qualification and Financial Bidding Processes.

5. Close for Bidding (Generation of Super Hash Values):

After the expiry of the cut - off time of Bid Preparation and Hash Submission stage to be completed by the Contractors has lapsed, the Tender will be closed by the Tender Authority.

The Tender Authority from ADF shall generate and digitally sign the Super Hash values U (Seals).

6. Decryption and Re-encryption of Bids (submitting the Bids online):

After the time for generation of Super Hash values by the Tender Authority from ADF has lapsed, the Contractors have to make the online payment of Rs. 750/- (excluding taxes) towards the fees of the Service Provider. After making online payment towards Fees of Service Provider, the Contractors are required to decrypt their bid data using their Digital Certificate and immediately re-encrypt their bid data using the Public Key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage.

Note: The details of the Processing Fees shall be verified and matched during the Technical Opening stage.

At this time, the Contractors are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission stage. The Bid Data and Documents of only those Contractors who have submitted their Bid Hashes (Seals) within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Contractor who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt / re-encrypt the Bid data / submit documents during the stage of Decryption and Re-encryption of Bids (submitting the Bids online).

7. Short listing of Contractors for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The shortlisted Contractors will be intimated by email.

8. Opening of the Financial Bids:

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial

Bids of all Contractors shall be available on the ADF e-Tendering Portal immediately after the completion of opening process.

Signature of the Tenderer

9. Tender Schedule (Key Dates):

The Contractors are strictly advised to follow the Dates and Times allocated to each stage under the column "Contractor Stage" as indicated in the Time Schedule in the Detailed Tender Notice for the Tender. All the online activities are time tracked and the Electronic Tendering 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 in the Tender Schedule.

At the sole discretion of the Tender Authority, the time schedule of the Tender stages may be extended

C) Terms and Conditions For Online-Payment

The Terms and Conditions contained herein shall apply to any person ("User") using the services of ADF Maharashtra, hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through ADF Maharashtra website i.e. <http://ADF.maharashtra.etenders.in>. Each User is therefore deemed to have read and accepted these Terms and Conditions.

Privacy Policy

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not will fully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from the User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender.
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;

c) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings.

Signature of the Tenderer

General Terms and Conditions For E-Payment

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.

2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.

3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Providers') and in the event such claim is made it shall not be entertained.

7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction^{^*}) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental there to.

8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction^*) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

Signature of Tenderer

9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment,, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

10. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.

11. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider No communication received by the Payment Gateway Service Providers) in this regard shall be entertained by the Payment Gateway Service Provider.

Limitation of Liability

12. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

13. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

14. The Merchant and the Payment Gateway Service Providerfs) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:

- (I) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
- (II) any interruption or errors in the operation of the Payment Gateway.

15. The User shall indemnify and hold harmless the Payment Gateway Service Providers (s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

Signature of Tenderer

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

Miscellaneous Conditions :

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider^ have no control over such matters.

3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.

4. The Merchant, the Payment Gateway Service Providers) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to:

1.1 Choose a new password, whenever required for security reasons.

1.2 Keep his/ her User ID & Password strictly confidential.

1.3 Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet cafe.

Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Serviced) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.

2. The User may make his/ her payment(Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

Signature of Tenderer

- i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
- ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
- iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

Personal Information

1. The User agrees that, to the extent required or permitted by law. Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
2. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
3. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website, the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.
4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

Payment Gateway Disclaimer

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider^ do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

Signature of Tenderer