



YASHWANTRAO CHAVAN ACADEMY OF DEVELOPMENT ADMINISTRATION
Rajbhavan Complex, Baner Road, Pune – 411 007.

Phone No. (020) 25608408 / 25608268

TENDER PAPERS

For Two Years 2020 - 2022

**Tender For Development and Maintenance of Landscape, Garden and allied services in Yashada Campus & Residential Area
(For Twenty Four Months)**

COST OF TENDER FORM : Rs. 1000/- (Non Refundable)

ESTIMATED COST OF WORK : Rs. 37,55,000/-+GST (For 2 Years)

EARNEST MONEY : Rs. 37,550/-(Refundable)
(1 % of the total contract value)

SECURITY DEPOSIT : 5 % of the total contract value

BLANK TENDER FORMS : 29/09/2020 (09.30 AM) TO 13/10/2020 (03.00 PM)

DOWNLOAD PERIOD

PRE-BID MEETING : 05/10/2020 At 03.00 PM

LAST DATE OF SUBMISSION : 13/10/2020 (03.00 PM)

DATE OF TECHNICAL BID : 15/10/2020 (If possible)

OPENING

NAME OF WORK

Development and Maintenance of Landscape, Garden and allied services in Yashada Campus & Residential Area (For Twenty Four Months)

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DETAILED TENDER NOTICE
YASHWANTRAO CHAVAN ACADEMY OF DEVELOPMENT ADMINISTRATION
Raj Bhavan Complex, Baner Road, Pune 411 007.
Phone No. (020) 25608408 / 25608268

**Development and Maintenance of Landscape, Garden and allied services in
Yashada Campus & Residential Area
(For Twenty Four Months)**

1.1 Online tenders are invited for the above work, from Contractors having experience of similar works for YASHADA and will be received in form of e-tenders upto 3.00 pm. On / before 13/10/2020. Tender can be downloaded from <https://mahatenders.gov.in> up to 13/10/2020. Tender is also available only for perusal on www.yashada.org

Cost of each blank tender form	: Rs. 1000/-
Time Limit	: 2 Years
Earnest Money	: Rs. 37550/- (1 % of the total contract value)
Security Deposit	: 5 % of the Accepted Tender Cost
Pre-bid meeting	: 5/10/2020 At 03.00 PM
Last Date Of Submission	: 13/10/2020 (03.00 PM)
Date Of Technical Bid	: 15/10/2020 (If Possible)
Opening	

Validity Period :

The offer of the Contractor shall remain valid for acceptance for a minimum period of **120 days** from the date of opening of Envelope No.2 (Main Tender) and thereafter until it is withdrawn by the Contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgement Due.

- The tender notice shall form a part of the contract agreement.
- No JV allowed.
- Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations/amendments if any, shall be communicated in the form of corrigendum or by a letter as may be considered suitable.

- Right is reserved by YASHADA to reject any or all tenders without assigning any reason thereof.
- Tenders which do not fulfill all or any conditions or are incomplete in any respect are liable to summary rejection.

GENERAL

- **Time limit:** The work is to be completed within time limit as specified in the Notice inviting tender which shall be reckoned from the date of written order of commencing the work and shall be inclusive of monsoon period.
- **Tender Rate:** No alteration in the form of tender and the schedule of tender and no additions in the scope or special stipulation shall be permitted. Amount quoted for the tender shall be taken as applicable to all leads and lifts.
- **Tender Units:** The tenderers should particularly note the unit mentioned in the Schedule “B” on which the rates are based. No change in the units shall be allowed. In the case of difference between rates written in figures and words, the correct rate will be the one, which is lower of the two.
- The Income Tax @ 2% or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority and other statutory deductions shall be deducted from bill amount whether measured bill, advance payment or secured advance and other charges as per Government rules.
- Pre-bid Meeting shall be held on the designated date. The Interested Bidders may attend the Pre Bid Meeting. Bidders may get their doubts cleared /clarification from Yashada. Minutes of the Pre Bid Meeting shall be uploaded onto the e-tendering portal and shall be available to all Bidders. The clarifications issued, corrigendum if any and the Minutes of the Pre Bid Meeting shall form part of the tender.

2.0 EARNEST MONEY:

Earnest money of (1% of the total contract value) Rs. 37,550/- (In words -Thirty Seven Thousand Five Hundred Fifty Only) & Tender Fee of Rs. 1000/- along with the tender should be paid online drawn in favour of Director General Yashada.

Notes:

- 2.1 Tender of those who do not deposit tender fee and/or earnest money (Online) shall be summarily rejected.

- 2.2 The amount of earnest money will be refunded to the unsuccessful tenderer on deciding about the acceptance or otherwise of the tender or on expiry of the validity period whichever is earlier.
- In case of the successful tenderer, it will be refunded on his paying the security deposit and completing the tender documents or will be transferred towards a part of security deposit to be paid after awarding of the work. If successful tenderer does not pay the security deposit in the prescribed time limit and complete the agreement bond, his earnest money deposit will be forfeited to YASHADA.
- 2.3 Earnest money of the un-successful tenderers will be refunded on their application only after an intimation of rejection of their tender is sent to them or on the expiry of the validity period whichever is earlier.
- 2.4 If any technical difficulties arise while filling up e-tender, please contact on toll free No. 1800 3070 2232 at NIC. If any query in tender please contact on 020-25608409 in office hours.
- 2.5 Even though the tenderers meet the requirements, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

AND / OR ON ACCOUNT OF

Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delay in completion of work or litigation history or financial failures etc.

3.0 TENDERING PROCEDURE

3.1 Technical Envelope .

The online envelope clearly marked as "**Technical Envelope**", shall contain the scanned copies of originals of following documents :-

- a) **Valid Shop Act License as per shop and establishment act 1948 and Valid PWD Registration class 5th and above.**
- b) **Registration of agency, firm/company as per relevant act for Valid Shop Act License bearer.**
- c) **Valid Goods and Service Tax (GST) Registration Certificate.**
- d) **The contractor / firm should have turnover of Rs. 15 Lacs Per annum for last three financial years 2016-2017, 2017-2018, 2018-2019 for this purpose the certified copy of turnover certificate supporting the same from chartered accountant on Chartered accountant firm's letterhead is necessary.**
- e) **Contractor should have last three years garden development and maintenance, landscaping experience with government / semi government. For this, nature of**

organization, work of similar type and magnitude of work related information should be submitted in annexure E (Form No. 3). Also the contractor should have satisfactorily completed (from start to finish) as a prime contractor of atleast 1(One) similar type of work costing not less than Rs. 10,00,000/-(Rupees Ten Lakhs).

f) Copy of PAN Card

g) Copy of allotment of ESIC Registration Certificate

h) Copy of allotment of PF Registration under EPF and miscellaneous Provisions act, 1952.

i) Copy of valid and recent labour license as per contract labour act.

The above all documents should be in the name of bidder / bidders only. All above document are mandatory. If bidder / bidders fails to submit above documents / any one of the documents, bid will be disqualified from bidding process and price bid will not be opened.

3.2 Commercial Envelope “(BOQ)”:

The tenderer should quote his offer on BOQ of the tender total amount in online Commercial Envelope (BOQ). He should not quote this offer anywhere directly or indirectly. Rates quoted should be excluding GST.

3.3 ACCEPTANCE OF TENDER:

3.3.1 The commercial bid of technically qualified bidders shall only be opened and lowest offer of the technically qualified bidder shall be accepted. The acceptance of tender may be communicated to the Contractor by email or otherwise.

3.3.2 The successful bidder will have to sign the original copy of the tender papers according to which the work is to be carried out. Such a bidder shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions and availability of labour and materials and that he has quoted his amount with the consideration to all these factors.

3.4 SECURITY DEPOSIT:

3.4.1 The Agency shall have to pay amount of Security Deposit equal to 5% of the cost of accepted tender in the form of Demand Draft drawn on any nationalized / scheduled bank in favour of Director General Yashada, within eight working days. If agency fails to pay security deposit in prescribed time his EMD will be forfeited and tender will be cancelled.

3.4.2 All compensation or other sums payable by the Agency under the terms of this contract or any other contract or on any account may be deducted from his Security Deposit or from any

sums which may be due to Agency or may become due to Agency by YASHADA on any account and in the event of the security being reduced by reason of any such above noted deductions, the Agency shall, within 10 days of receipt of notice of demand from the YASHADA authority, make good the deficit.

3.4.3 There shall be no liability on YASHADA to pay any interest on the Security Amount Deposited by or recovered from the Agency.

3.4.4 The Security Deposit shall be refunded after completion of defect liability period of (one) year from the date of completion of the work.

3.4.5 अंदाजपत्रकीय दरापेक्षा कमी दराच्या निविदा प्राप्त झाल्यास त्यांच्या स्विकृती अनुसरण्याच्या सुधारित मार्गदर्शक सूचना सार्वजनिक बांधकाम विभाग, शासन निर्णय क्र. सीएटी/२०१७/प्र क्र ०८/इमा-२, मुंबई, दि.२७/०९/२०१८ व शासन निर्णय क्र.सीएटी/२०१८/प्र क्र १२७/इमा-२,मुंबई दि.२८नोव्हेंबर२०१८.

4.0 TERMS AND CONDITIONS :

1. The maintenance and development of landscape and gardens including allied services covered in this tender shall be collectively referred to as 'gardening services'.
2. The gardening services contract through this tender will be valid for a period of two years, from the date of work order, or upto the end of extension of contract, if any.
3. The rates as well as terms and conditions contained herein shall remain unchanged during the operative period of this tender and the agency (the successful bidder shall be referred to as the agency in this document) shall not be entitled to any additional payment imposing additional financial burden on Yashada (Yashwantrao Chavan Academy of Development Administration shall be referred to as Yashada in this document) on any count. Furthermore, the quantity mentioned in Annexure B shall vary as per requirement, the rates mentioned in the contract shall apply to any increases in quantity, without any increase in rates.
4. The agency shall not transfer or assign to or share benefit of the agreement in respect of this tender with any other person/body/authority.
5. The agency shall enter into contract by signing an agreement on stamp paper of value as per Govt. of Maharashtra G.R. क्र. सर्किर्ण-२००९/संक्र/संक्र१७९४/नवि-२० नगर विकास विभाग, मंत्रालय, मुंबई ३२. दिनांक ७ डिसेंबर २००९ (Mentioned G.R. Attached Annexure - 1) the above amount will have to be borne by the agency.
6. The agency should provide one qualified garden supervisor and sufficient number of experienced garden workers as mentioned in page no. 14, including sufficient relievers while adhering to all labour laws. The agency shall provide manpower in shifts whenever required (specially during summer for watering). Before appointing supervisor, the Agency shall have to show the original certificate of qualification as specified. Agency should provide police verification of personnel deployed within one month of deployment.

7. The agency should obtain all necessary permits / licenses for maintaining the required establishment for gardening services from various authorities such as Municipal Corporation, other Authorities, State / Central Govt.'s regulatory authorities and concerned departments like labour department, etc. at its own cost. Yashada shall not be responsible in any way for any breach by the agency of any of applicable statutory provisions, rules and regulations in respect gardening services.

The agency shall also keep Yashada indemnified against all claims for compensation under the provisions of any law for the time being in force / brought into force, by or in respect of any workman deployed by the agency for carrying out the obligations of the agency under the contract and against all costs and expenditure incurred by Yashada in connection therewith. Yashada shall be entitled to deduct any amount due on above account from all moneys paid or payable, by way of compensation as aforesaid or of any other nature and costs and expenses in connection with any claim thereto.

8. The quality of service under the arrangement through this tender at all stages should be as per the standards laid down and explained to the agency by Yashada. In case of lapses on the part of the employees of the agency engaged on the gardening services work, suitable disciplinary action should be taken against the defaulter by the agency, under intimation to Yashada.
9. The agency shall at all times, keep Yashada effectively indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands in any way arising out of or by reason of anything done or omitted to be done by the agency and against all costs and expenditure required to be incurred by Yashada on account of failure of the agency to keep this indemnification and operative in favour of Yashada.
- 10 The agency should co-operate for coordinating its functioning with all other agencies working in the campus of Yashada so as not to hamper other works in the campus. It shall also ensure that its activities do not disturb the officials, participants and campus residents of YASHADA. The agency will keep the maintenance registers as directed by Yashada to monitor the day to day work of the agency.
- 11 The employees of the agency deployed at Yashada may avail the facilities on Yashada campus like cafeteria / mess strictly on payment basis.
- 12 The agency shall ensure that it fully complies with and observes all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act, 1948; Payment of Wages Act, 1935, Employees Provident Fund and Miscellaneous Provisions Act, the ESI Act and such other statutory enactments, rules and regulations laid down by the state government or central government or local body in force/coming into

force which may apply to gardening services under this agreement and any liability on account of non-compliance or violation thereof shall be the agency's primary and final liability as well as responsibility. For this purpose, the agency shall submit monthly statutory compliance report duly certified by the authorised representative of YASHADA given in Annexure to this document Yashada shall have a right to hold payment of monthly bill in case the agency fails to comply with statutory requirements or fails to submit proof of statutory payments made by them in respect of their employees deployed at YASHADA.

- 13 The employees deployed by the agency at the Yashada shall be its own employees under their exclusive management, supervision and control and Yashada shall in no way be responsible or liable for their wages, salaries, bonus, gratuity or any other allowance, leave salary, wages for holidays or any compensation, notice pay etc.
- 14 The agency shall regularly make payment of contributions to the recognized provident fund, Employees State Insurance Corporation, Deposit Linked Insurance Scheme and all other statutory dues that may become due or payable by the agency for the employees deployed by the agency and maintain all such records as may be statutorily required and present the same to the officers of Yashada regularly along with the monthly bills in respect of dues paid in previous month (name wise). For this purpose, the agency shall fill up separate challans, if necessary in respect of employees deployed at YASHADA. The monthly bill of the agency will be eligible for payment after it submits the same with the evidence of compliance in respect of above and the agency will not link any delayed payment of its monthly bill due to non compliance as above to the timely payment of its employees engaged on the gardening services work.
- 15 The complete list of garden workers and supervisor along with their bio data, photographs, proof of residence should be submitted to the Estate Office of Yashada or engineer in-charge before such persons are deployed at YASHADA. Any changes there in should be informed to the Estate Manager of Yashada or engineer in-charge as soon as forthwith they take place.
- 16 All the workmen deployed by the agency at Yashada shall abide by the disciplinary requirements as also rules and regulations laid down by YASHADA from time to time.
- 17 All persons deployed by the agency shall at all times be medically fit. The employees deployed by the agency should always wear prescribed uniforms while on duty.
- 18 Maintenance of all gardens, lawns and removal of drops of foliage etc and keeping the garden in green and healthy condition is the essence of contract under this tender.

Duties and responsibilities of the agency are stated in the Scope of work. Decision regarding discharge of the duties and responsibilities as directed by Yashada shall be final and binding on the agency. If the lapses on the part of the agency are noticed by Yashada with regard to the duties and responsibilities of the contractor, Yashada shall levy penalty cost for the area which is not developed/maintained on the basis of cost /sqm as calculated on penalty item will be recovered doubled of such cost amount. If such cost comes upto 10% of cost per month as per accepted tender cost, this tender / contract may be terminated and Yashada will get the work done from other agency at the risk and cost of the contractor.

- 19 Yashada shall not be liable and hence neither accept and will not entertain any claim in the event of any of the agency's employees sustaining any injury, damage or loss either to person or property either inside or outside Yashada's premises. The agency shall provide adequate insurance cover to its employees deployed in Yashada in keeping with the provisions of the Workmen's Compensation Act and submit the proof thereof to Yashada. The agency shall settle all issues of compensation of its employees in this regard, without recourse to Yashada for any liability on this account.
- 20 The worker/staff of the agency shall be for all legal purposes employees of the agency. The agency shall indemnify YASHADA against any claims by the employees of the agency including presumptive right of employment. In order to give effect to this, the agency shall incorporate suitable clause in the appointment orders to be issued to its workers/staff, copy of which shall be furnished to YASHADA, to confirm this compliance.
- 21 In case the workers engaged by the agency have any grievances, they shall take up the same with the agency without creating any disturbance on the campus of Yashada. If the agency's workers resort to any kind of agitation resulting into damage to the YASHADA's property and/or reputation, or hindrance to its work the agency shall be liable for payment of damages to Yashada. It will also be construed as breach of contract rendering the agency liable for such action as may be deemed necessary. The agency shall be solely responsible if the workers engaged by it misbehave or create problem in the premises of Yashada.
- 22 If in course of execution of the contract work (i.e. gardening services) by the agency any minor or major damages is caused by the agency or its workmen, to the persons or property of Yashada, such damage/s shall be recovered from the agency by Yashada and any claims arising there from shall be recovered, settled and dealt with directly by Yashada and the agency shall render all assistance and co-operation to Yashada in this respect.
- 23 Tenders shall be opened in the presence of all tenderers who choose to remain present for opening and officers of YASHADA. While opening the technical envelope first, the papers

will be scrutinized to verify the technical eligibility. The date and time of opening of the Commercial envelope (BOQ) shall be communicated to the valid bidders, via e-tendering software, amongst those who are found eligible as per Technical Envelope.

- 24 Any dispute arising from or in respect of the terms of this tender / contract or in respect of interpretation of any clause herein shall be settled by mutual discussion between the Agency and Yashada. In case of disagreement, the interpretations of the Director General will be final. The Director General, YASHADA shall be the final authority.
- 25 No cheque payment or cash payment will be allowed to workers only NEFT / RTGS payments shall be considered.
- 26 The technical and commercial documents if not up loaded properly the bidder will be fully responsible for that purpose.
- 27 In case YASHADA requires additional garden workers and / or provision of garden tools and equipment in same campus or other campus of YASHADA in Pune for garden development, agency should provide garden workers with the same rates with the proportionate additional cost.

5.0 SCOPE OF WORK AND SPECIFICATIONS

(i) Agency's Scope: -

- 1) The Agency shall be fully responsible for maintaining the landscape and the Garden area of Yashada as per Annexure B. The work shall consist of maintaining the landscape including lawns, hedges, trees, flower, beds, shrubberies etc. and lawns by watering , manuring, mowing, weeding, rolling, sweeping etc. and keeping the garden in perfect and lively condition. The Agency will have to make his own arrangement of all tools, lawn mowers; hose pipes, sprays, duster, rollers, insecticides, fungicides, accessories such as Ghamela, phawada, tikaw, khurpe, (sceator), power tools and chainsaws and any other tools, equipment, etc. required for satisfactory maintenance during the period of the contract as per availability of space. The Agency will be provided with lockable storing space at the site of work for storage of tools, equipment etc. And he has to make his own security arrangements for locking the same. Yashada will not be responsible for any damages or loss, agency will be solely responsible. The specified area for maintenance may be less or excess as per site situations at the time of working.
- 2) **Watering:** YASHADA has provided water lines with suitable outlet for watering the garden/lawns. The water will be made available free of cost at the above outlets. The Agency shall draw out water for lawn hedges, trees, flower beds, shrubberies, etc. every day

during the prescribed hours. Care shall be taken to avoid excessive watering, waste of water and damage to the tender plants and flowerbeds.

- 3) **Lawn Mowing:** The lawn provided at different levels, slopes and areas are to be periodically mowed by lawnmowers or grass cutting shears as instructed by the In-charge Engineer. The mowing shall be done evenly & smoothly to the satisfaction of the in-charge Engineer.
- 4) **Weeding :** All unwanted plants are to be weeded out along with their roots. All the weeds hidden under the grass or otherwise shall be removed to ensure that no more weeds are left which may show up within a fortnight of the weeding, to the satisfaction of the In-charge Engineer.
- 5) **Hedge Cutting:-** The hedges should be cut periodically (once in 10 days) and maintained in good shape as per instruction from the In-charge Engineer or authorized representative.
- 6) The soil near the plants shall have to be loosened, by breaking the clods, removing unwanted vegetation dressing up the areas to the required slopes and shapes as per instruction of the In-charge Engineer or his authorized representative.
- 7) Landscape earth required for the routine maintenance shall be brought from outside the premise conforming to the following specifications. Landscape earth shall be loamy, properly screened of granulometry to suit the type of plant (coarse for weeds and shrubs finer for lawns) containing adequate amount of humus, friable and free from perennial weeds, stones and pebbles.
- 8) **Application of fertilizer:** - The Agency shall apply the fertilizers to the lawns, shrubs, trees, flower beds etc, as per dose recommended by the In-charge Engineer or his authorized representative.
- 9) **Plant care:-** The Agency shall take care of the plants, flowers, lawns hedges, trees and all other landscape features in the areas to keep them free from insects, pests and diseases. The agency shall protect the plantation from the damage by insects, pests, and diseases by efficient and available methods as instructed by the In-charge Engineer. All unwanted plants mowed grass dry leaves etc. are to be removed and dumped in the pits provided for the purpose at the site shown by the In-charge Engineer.
- 10) **Application of soil:-** The Agency shall spread the poita soil on the lawn shrubs flowerbeds etc. as per the instructions given by the In-charge Engineer. Eight brass Poita soil and five brass red soil in one year should be provided as directed.
- 11) **Rolling:** - The Agency shall ensure that rolling of lawns periodically by hand driven roller to make the surface even. Any one of three hand driven rollers (weighing 150 kgs, 200 kgs and 300 kgs) will be provided by the agency. The agency will have to make his own arrangement of conveying the roller to the concerned sites as directed by the In-charge Engineer.

- 12) Maintenance of permanent fixtures, paths landscape water drains, manhole covers and any other permanent fixtures shall be construed as forming a part of the garden areas for the purpose of payment. The agency has to keep these permanent fixtures neat and clean by sweeping removing any vegetation growing on them and washing them with water to keep clean so as not spoil the general appearance of the garden areas.
- 13) The maintenance period mentioned in the contract may be increased or decreased by Yashada on its own discretion.
- 14) During the Garden maintenance period if agency fails to maintain the landscape work in good condition the contract will be terminated by YASHADA & total amount will be recovered from the agency or agency has to restore the same in good condition.
- 15) All statutory deductions as applicable will be deducted while making every payment.
- 16) Cleaning of garden water fountains as well as cleaning of fountain tanks regularly as directed by Yashada through its Estate Officer or concern engineer.
- 17) Maintenance of all ornamental and other plants in the gardens of Yashada including planting of all kinds of ornamental and flower saplings in any of the areas of the premises of Yashada entire premises including academic and residential premises.
- 18) Maintenance and Multiplication of plants in pots with available material.
- 19) Maintenance of all indoor plants in office area.
- 20) Movement of plant pots for important functions at the academy.
- 21) The agency shall provide labour in shifts whenever required (Specially during summer when watering is required to be done early morning).
- 22) The agency shall also maintain in all respects any new garden area developed. Such as Green house or any other new cloudscape developed.
- 23) Garden workers will work during 8.00 a.m. to 5.00 p.m. under the directions and guidance of the Estate Department.
- 24) All coconuts/green coconut (shahale) shall be plucking (removed) from the coconut trees as per the instructions given by the in-charge Engineer. The agency shall remove the coir from husk and shell (hard cover) of coconut / green coconut (shahale) and Coconut tree should be covered with round Aluminum sheet on center of the trunk of tree to prevent climbing by the rats and other pests. Contractor will be responsible to collect the coconuts and handover to Estate Department and he should see nobody will remove the coconut other than garden person. The salt should be added at the bottom of coconut trees with water and suitable fertilizer. Zandu flowers at the time of Desera and Diwali and other festivals, should be planted in campus and also mogra and all other flower trees as directed by in-charge engineer.

- 25) The care of mango trees shall be taken by the agency and the ready mango fruits shall be removed by the agency as per the instructions given by the in-charge Engineer.
- 26) All the fruit bearing trees should be protected and fruits should be removed as per instructions by the in-charge Engineer.
- 27) In Kohinoor Bungalow, Kasturi, kaustubh bungalow the agency should plant all types of vegetables as per requirements and seasonal flowers and flower trees.
- 28) Agency shall keep the pots with plants in specified chambers as directed by officers Incharge and shuffle those plants after every week.
- 29) Agency shall give the weekly advance programme and shall keep a instruction book with Supervisor for recording instructions by the Officer Incharge.
- 30) Fortnightly cleaning of area behind Shamee Hostel.
- 31) Activating and running the existing Vermi compost plant in YASHADA for 24 months. The Agency needs to mobilize the required technology and conduct supervision as required with vermi culture and other accessories. The agency should utilize the vermi compost for YASHADA garden and whichever is balance quantity of vermi compost, the Agency may shift the vermi compost for its own use from YASHADA campus. The utilization of vermi compost for YASHADA garden and the balance quantity of vermi compost will be verified and certified by the in-charge Engineer. The agency should produce 1800 kg vermi compost in six months. In its two year contract, agency should provide 7200 kg vermi **compost. If he fails to provide, Rs. 10,000/- amount will be deducted for per six months from contractors payment.**

(ii) Minimum man power to be supplied

- | | | | |
|-----------------------------------|---|-----|--|
| a. Supervisor | - | 01] | (Qualified Botanist OR Horticulturist Degree with minimum 5 years Garden Development Experience) |
| b. Gardener (mali) | - | 02] | Physically fit Minimum |
| c. Unskilled Male / female labour | - | 08] | three unskilled male labour to be provided every day |

Total **11 (Eleven) Personnel**

- a) 297 man-days should be created in a month; if less mandays created the double payable amount will be deducted for less mandays from maintenance of Garden payment. As per the wages of Govt. of Maharashtra.
- b) Five garden labours, as per the High Court decision will work under the instruction of Agency's supervisor who should maintain another daily attendance register for record. The agency has to provide all the garden tools and equipments for maintenance of YASHADA garden.

(iii) Maintenance of Shrubs:-

1. Shrub beds should be regularly trimmed / shaped.
2. Shrub trees should always have attractive appearance.
3. Soil around shrub trees should be regularly raked, aerated to avoid water stagnation, formation of hard crust on top of the soil.
4. Shrub grown in the campus should also be grown in site nursery for replenishment and replacement as per requirement.
5. Special care should be taken against seasonal attack of pests and any of plant diseases. The agency shall make all efforts to prevent plant diseases and take all prudent and preventive steps by spraying of pesticides, fungicides, insecticides at periodic intervals to protect the flora and entire premises of the Yashada.
6. Regular weeding and spraying / showering shrub plants with water in winter and summer at least once in 15 days and as and when required.
7. The agency shall as far as possible make use of bio fertilizers and bio pesticides and bio degradable material. The agency shall use the bio degradable garden waste for nurturing vermi compost plant at YASHADA.
8. The agency shall carry out spraying activities as per instructions.
9. The agency shall paint the trees by terracotta or brigrade of snowcem or topcem or Sico company paint, eight times in two years as directed by in-charge engineer.

(iv) Technical Specifications for landscape maintenance of YASHADA Campus
Maintenance of Lawns:-

1. The lawns should be always in lush green condition
2. Lawns should be regularly mowed and cut to a desired depth and should be insects free.
3. The presently dry patches / dull spots if any in the lawns should be renovated / replaced by new patch of lawn.
4. All unwanted / wild and poisonous weeds should not be allowed to grow and mix in the lawns and extreme care should be taken not to allow any weed growth in the lawns.
5. Edging of lawns should be regularly done.
6. Lawn areas should be regularly kept clean and should be free of dry leaves, trash fallings from adjacent trees and any foreign matter.
7. Water should be used judiciously and carefully and over watering / under watering should be avoided.

(v) Requirements of seasonal plants:-

1. Seasonal flowering plants should be grown in areas specified by Yashada e.g. office entrance gate, Kohinoor, and adjacent areas to buildings as may be directed by Estate Officer or in-charge engineer from time to time for seasonal flowers see below.
2. Selection of seasonal plants should be such that it should make the environment around colorful.

These plants need more care, more sprays of pesticides and insecticides than normal garden plants.

(vi) Maintenance of the small and big trees:-

1. All the trees in Yashada campus should be regularly trimmed / shaped so as to be in decent shape and avoid obstruction of sunlight of adjacent lawns, shrubs and flower beds.
2. Trees bark should be regularly painted with copper sulphate and lime after every season.
3. For the problem of termites proper termisides should be regularly used.
4. Dried branches and leaves should be recycled in earth manure.
5. No tree should be cut without Yashada's approval otherwise the agency shall be penalized approximate.
6. The agency should remove the damaged trees, cutting the branches of trees. Any type of tree within the garden or outside the garden which is in YASHADA office campus / residential campus, will be the property of garden and will have to maintained by the garden agency, as directed by in-charge engineer.

A) I) Providing Seasonal flowering plants eight times in two years (Approximately total qty. as below)

Below mentioned quantity is for one time.

a) Holihok – 200 Nos.	b) Salwiya – 330 Nos.
c) Dezi – 200 Nos.	d) Pitonia – 330 Nos.
e) Delia – 200 Nos.	f) Aster - 200 Nos.
g) Merigold as per required – 670 Nos	h) Bigonia - 270 Nos.
i) Cosmos – 330 Nos.	j) Zeniya - 170 Nos.

II) Providing additional different Verities of flowering plants for two years

1-Dainthas 8"x8"-530 Nos	15-Batmogara-50Nos	28-Kunda-50Nos.	41-Cartus-5Nos.
2-Gajeniya 8"x8"-160 Nos	16-Parijatak 18"x18" Height 8" to 10"-6Nos.	29-Boganwel 5x6 (Dorf)-5Nos	42-Bonsai (Min 2 to 5 years old)-5Nos
3- Sadafuli 8"x8"-160 Nos	17-Nishigandh-20Nos	30-Koranti-25Nos.	43-Fern pot 8"-15Nos.
4-Antirinhm 8"x8"-670 Nos	18-Ananta-15Nos	31-Lili 5"x6"-50Nos.	44-spathiphyum 12"x12"-15Nos.
5-Koleus 8"x8"-200Nos	19-Mogara 10"x10" Bag size Ht 1.5-40Nos	32-Sontakka-25Nos.	45-Song of India 5"x6"-40Nos
6-Zendu 8"x8"-130Nos	20-Fox Tail 21"x21"	33-Pentas	46-Poencetia-

	height 8'-20Nos.	5"x6"-40Nos	15Nos.
7-Balsum 8"x8"-260Nos	21-Kamal-25Nos	34-Gladiolus-25Nos.	47-Medical Plants-15Nos.
8-Jayi 5"x6: bag size Ht1"-40Nos	22-Aboli-50Nos	35-Heliconia 5"x6"-10Nos.	48-Shewanti-170Nos
9-Jui 5"x6" Bag size Ht 1"-40Nos	23-Gulbakshi-25Nos	36-Creepars-50Nos	49-Himalia Pentas 10"x10"-250Nos
10-Son Chafa 18"x18"-2Nos	24-Kardal 8"x8"-30Nos	37-Ground Cover35Nos	50- Plumbago (Chitrak) 5"x6"- 70 Nos
11-Tagar (10"x10" Bag size double)- 67 Nos	25-Ratrani (5"x6")-125 Nos	38-Canna Rhyzone – 143 Nos	51-Powder Puff 5"x6"- 67 Nos
12-Shankasur- 50 Nos	26-Ribbon Grass (10"x10")-70 Nos	39-Spider Lilly 5"x6"- 25 Nos	52-Pmpass Grass 10"x10"- 25 Nos
13-Singonium- 94 Nos	27-Galphimia Creeper Red 7x8 Bag size-57 Nos	40-Croton Min 5"x6"-55 Nos	53-Red Croton 5"x6"-55 Nos
14-Dressing Mahtma 5"x6"- 52 Nos	-	-	-

B) Providing Plantation for Nursery – Different types of plants, flowers should be planted in nursery as directed, Palm trees etc. in Kundi such types of various trees. The variety of seasonal flower and Kundi trees may change and they should be good quality as per direction of in-charge engineer.

a) Golden Durvanta -5"x4"bag size Ht 6" 25000 Nos	b) Acalifa-5"x4"bag(1.5)"Ht 200Nos
c) Hamelia (5"X4") Ht 1' – 100 Nos.	d) Ixora (5"X4"bag) Ht 1.5' – 180 Nos. (Singapuri Red/Pink)
e) Musanda (5"X4") Ht 2' – 110 Nos.	f) Hibiscus – 150 Nos.
g) Pentas 10"x10" – 250 Nos.	h) Girenium – 150 Nos.
i) Cufia 5"x6"- 250 Nos.	j) Nerium - 150 Nos.
k) Verbina – 300 Nos.	l) Morning Glory – 400 Nos.
m) Snow Bush – 100 Nos.	n) Ticoma Capensis – 350 Nos.
o) Rose (Mix colour and various verity2' to 3' Ht) – 1190 Nos.	p) Fercuria 5"x6"- 200 Nos.
q) Lantina 5"x6"- 330 Nos.	

C) Providing New Potted Plants (18" in dia Plastic Pot with bottom plate and upto 3 to 6 foot height) And square plastic pots (Heavy Duty) three foot in lenth 1^{1/2}' in height, kundi – Milan / national of company (Heavy Duty)

a) Finix Palm – 33 Nos.	b) Red Bottle Brush – 39 Nos.
c) Cyprus – 15 Nos	d) Philodendron – 15 Nos.

All new plants, kundies as per page no 16,17&18 should be planted and supplied within 3 months from the date of work order and as and when directed by the engineer in charge. If such action is

not taken the doubled amount of the estimated rates of particular item will be deducted from the payment of contractor.

D) Lawn :- (New Development with material and further maintenance)

The agency has to develop new lawn area with excavation of old lawn, filling fresh soil with garden soil, fertilizer and manure etc. around 2500 sqft (232.34 sqmt) and any other area as required by YASHADA from time to time utilizing the quantity mentioned below as per direction of the In-Charge Engineer within 3 months of the date of work order or as per orders. If the lawn area is not developed the amount calculated at the rate of Rs. 635 + GST Extra per sqmt for the lawn area not developed shall be deducted from the bill of third or subsequent month/s and the work shall be got executed from other agency at the risk and cost of the agency under contract of this tender.

a) Taiwan Lawan – 2000 sq.ft.
b) American Blue – 2850 kg.
c) Pachphyllum - 2140 kg

E) Providing Pesticides four times during contract period.

a) Dimethoate – 250 ml. x 4 Times	b) Novan – 250 ml. x 4 Times
c) Diclorphos – 250 ml. x 4 Times	d) Cloropytiphos – 100 ml. x 4 Times
e) Pholidodust – 10 kg. x 4 Times	f) Bavistin – 500 gm. x 4 Times
g) Indofil – 250 gm. x 4 Times	h) Saaf – 250 gm. x 4 Times
i) Phorate – 02 kg. x 4 Times	

F) Fertilizer :- Fertilizer a) Urea b) DAP c) SSP 19.19.19 for garden area shown in statement Annexure –B should be provided every 45 days during contract period as per direction of the In-Charge Engineer.

G) Sixteen brass poita soil and red soil ten brass, and manure two brass, agency will have to supply at the minimum for two years and will be utilized as directed by the In-Charge Engineer.

H) The seasonal flowers, plants, potted plants, nursery plants, pesticides, fertilizers, lawn and soil qty. mentioned above should be consumed if it is not consumed the amount of above items will be deducted as per market rate from maintenance of garden payment.

The seasonal flowers, plants, potted plants, nursery plants, pesticides; fertilizers may change as per YASHADA officer’s guidance.

I) The Agency has to submit the gate pass or challans or receipts of the material, which is purchased by it and brought into Yashada for garden development and maintenance in Estate Department. Before submitting the receipt the Agency will have to show the material to security

in main entrance gate and get the stamp on the challan / receipt, without gate entry or gate stamp the receipts / challan will not be treated as authentic.

J) It shall be the responsibility of the Agency to store the materials purchased for it in neat and tidy manner in the space provided by Yashada.

(vii) Scope of Yashada: -

Supply of water and electricity required for garden services.

(viii) Penalty:-

1. In case the agency fails to take any action as required under the terms and conditions set out in this document against such default, payment shall be deducted as mentioned below..

2. If the garden area remains unattended or not attended as per detail scope of work, the deduction in payment shall be made at the rate derived at formula II as per accepted offer.

I) Amount as per work order for Two Years (including all taxes excluding GST)

II) Cost / month / Sqm = (Amount as per work order / (24months X 13504/- Sqm)) =

Rs. _____ Per Sqm

3. Agency will clean all YASHADA campus and dispose all garden waste by utilizing for vermi composting and if in excess, it will be responsibility of agency to dispose the garden waste. If the agency fails to clean and dispose garden waste the same will be disposed off by YASHADA and cost will be recovered from agency with penal interest.

4. If less mandays are provided than the minimum mandays specified at (ii), page (14) above, the deduction of amount will be double of the amount calculated with labour wages rates and it will be deducted from the agency's bill.

5. Penalties as per point (vi) C, D & H will be applicable.

(6) PAYMENT:-

All payments shall be made in Indian currency. The Agency shall normally be paid once in a month on its running bill on the basis of actual satisfactory maintenance of area. If some part is not maintained, amount for that area will be deducted from running bills as per penalty clause. The agency will submit R.A. bills in the prescribed form along with supporting measurements recorded in measurement book and duly certified by the In-Charge Engineer of YASHADA. Furthermore, the quantity mentioned in Annexure B shall vary as per requirement, the rates mentioned in the contract shall apply to any increases in quantity, without any increase in rates.

(7) TERMINATION OF AGREEMENT

If the contractor fails to abide the conditions of contract, the contract will be terminated at any time by giving 30 days notice to the contractor and the contractor may be black listed by YASHADA. In such circumstance YASHADA reserves right to carry out the remaining work from any other agency. The risk and cost amount will be recovered from contractor's balance payment. The decision of Director General on the say of the agency after notice as above shall be final, conclusive and binding on the agency and the agency shall not be

entitled to any compensation in the regard. Furthermore, if on account of non renewal of the contract and / or termination of this contract the agency has to terminate its employees then it shall be the responsibility of the agency to pay the legal dues to its employees. In the event of non compliance of legal provisions or non payment of legal dues the agency itself shall be solely liable for all the costs and consequences.

1. The agency expressly agrees and accepts that on termination of this contract as above the agency shall vacate the premises of Yashada along with its men and material and hand over the vacant and peaceful possession of the Yashada's property to Yashada. In case of failure of the agency or its employees to do so, Yashada shall have a right to get the premises vacated and adopt any such course as may be deemed necessary.
2. In case the Agency desires to terminate the contract during the period of the agreement, the Agency will be required to give three months prior notice to YASHADA. Agency will not exit the contract upto 6 months from the commencement of contract work. Yashada can terminate the contract giving 30 days minimum notice.

(8) Dispute: -

If any dispute arises out of the terms of this tender / contract or in the interpretation of any clause herein, it shall be settled by mutual discussion between the authorities of YASHADA, Pune and the authorized representatives of the Agency. The Director General of YASHADA will be the final authority in resolving such disputes.

(8.1) Mutual Settlement:-

All such dispute or differences shall in the first place be referred by the agency to Yashada in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

(8.2) Settlement through Court:-

It is a term of this contract that the Agency shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through mutual settlement.

(8.3) Jurisdiction of Courts:-

Jurisdiction of courts for dispute resolution shall be PUNE only.

(8.4) Force Majeure

When an extraordinary event or circumstance beyond the control of the parties such as a war, strike, riot, crime, or an event described by the legal term "act of God" (such as flooding, earthquake, or volcanic eruption), prevents one or both parties from fulfilling their obligations under the contract. In such situations decision of "Director General YASHADA" will be a final decision & binding on both the parties.

ANNEXURE A

**MONTHLY CERTIFICATE OF COMPLIANCE OF STATUTOY OBLIGATIONS - BY THE
AGENCY**

From

W.C. No.....

For the Month of

1. The Attendance Muster Cum Wage Register of persons engaged during the month duly signed by the individual employees and countersigned by the Representative of the Company (Attach Xerox Cory)

Yes/No

2. All employees have been paid wages, Special Allowance and HRA at rates, not lesser than the minimum rates prescribed by the Government under relevant enactments? (Verified with Attendance Muster Cum Wage Register)

Yes/No

3. All the employees have been extended coverage of PI / FPF as per the eligibility under PI Act .) (Attach copy of PI /FPF Challan paid.)

Yes/No

4. Appropriate deductions are made towards Professional Tax and Income Tax and as per the provisions of the Payment of Wages Act from the Salary Wages paid (Verified with Attendance Muster Cum Wage register)

Yes/No

5. Following Registers required under provisions of various statutes are maintained upto date in the prescribed format, kept available in the premises of the Company for the Inspection of any Statutory Authority on demand.

Yes/ No

- A Register of Persons Employed
- B. Muster Roll
- C. Register or Wages.
- D. Register of Deductions.
- E. Register of OT.
- F. Register of fines
- G. Register of Advances.

6. The Licence under the provisions or Contractor labour (R & A) / has been obtained / renewed and kept operative. The half yearly / yearly returns are submitted in time to the Authority under the Act (Attach Xerox Copy)

Yes/No

(Signature of the Agency)

Annexure B
Total Area of Garden in YASHADA and Residential Campus

Sr. No.	Location	Area	Unit
1.	Area near Kojagiri Mess	3429.26	Sqm.
2.	Area of Kasturi Bunglow	146.98	Sqm.
3.	Area of Kaustubh Bunglow	229.12	Sqm.
4.	Opposite side of Bunglow	88.32	Sqm.
5.	Area of Kojagiri Mess Back side and Kohinoor Bunglow front side	45.53	Sqm.
6.	Area of front side of Lezim Hall	377.85 130.90 156.71	Sqm.
7.	Area near Shami Hostel side	223.90	Sqm.
8.	Area front of Shami Hostel	171.00 37.17	Sqm.
9.	Area side of Shami Hostel	311.48 192.91	Sqm.
10.	Area of Opposite side of Vermiculture site	284.35	Sqm.
11.	Area of tree plantation behind Reception Hall	426.46 700.12 83.72 89.12	Sqm.
12.	Area near Main Gate	138.56 51.00 106.14	Sqm.
13.	Area behind YMRC	462.00	Sqm.
14.	Area near new Auditorium Building	100.18	Sqm.
15.	Area inside Kohinoor Bunglow	851.57 167.73 229.74	Sqm.
16.	Area of Tree Guard in Parking	2.25	Sqm.
17.	Area near Bamboo Partition and Compound Wall in	160.00	Sqm.
18.	Area in Yashada's Residential Campus and near it's Gate	1430.00	Sqm.
19.	Inside Garden's (Hostel area, Lezim area)	28.00	Sqm.
20.	In front of Sampada and Admin Building	2511.98	Sqm.
21.	Area behind Zanshi canteen	140.00	Sqm.
	Total Area of Garden	13504.05	Sqm.
	Say	13504.00	Sqm

Annexure C

Agency should have the following certificates:

- 1) EPF Certificate Registration
- 2) ESIC Certificate Registration
- 3) Goods and Service Tax (GST) Registration
- 4) Professional Tax Registration
- 5) Labour License
- 6) Latest three year's experience certificate
- 7) Work in-hand / work done list
- 8) EPF Return 6A, 12-A
- 9) ESIC Return submitted to ESIC (attached proof)
- 10) PAN Number
- 11) Shop Act License & firm registration and Valid PWD Registration
- 12) Eligible and Valid Turnover Certificate from Chartered Accountant
- 13) Owner and Supervisor qualification and experience certificate

ANNEXURE – D

**Yashwantrao Chavan Academy of Development Administration, YASHADA
Total Amount for Manpower calculated as per following Particulars**

Sr. No.	Class	Specified Man Power Shown on Page No. 14
1.	Skilled	Supervisor
2.	Semi-Skilled	Gardner
3.	Un-Skilled	Unskilled Male / Female

A) Minimum Wages

Sr. No.	Particulars	Terms and Conditions
1.	Basic	Minimum Wages Shall be Paid as per applicable rates. On Receipt of Notification regarding revision in Basic wages/Special Allowances (VDA) from the labor Department, the revised rates will be made applicable with effect from the implementation date. Minimum wages shall be defined under in section (4) of The Minimum wages Act 1948.
2.	Spl/ Allowance (VDA)	
3.	Total Minimum Wages (1+2)	
4.	HRA 5% of Total Minimum Wages	HRA 5% on Basic + Special Allowance

B) Statutory Compliances:- In addition to the above, the following Statutory Compliances payment shall be made by the Yashada subject to the Terms and Conditions mentioned aforesaid

1.	P.F. (13.61%) Of Total Min. Wages	Wages upto Rs. 15,000/- p.m. liable for deduction of P.F.
2.	ESI (3.25%) of Total Minimum Wages	ESI is applicable if Total Emoluments are below Rs. 21000/- per month
3.	Leave with wages Yearly (on Reimbursement Basis)	As per the Bombay Shop & Establishment Act 1948 as per section (35).21 days leave is addimisable in a Year and accumulate upto 42 days.
4.	Bonus (Ex-gratia payment) Yearly (on Reimbursement Basis) on Submission of proof of such payment to the concerned employee	After Completing one year continuous service and required qualifying service in minimum 30 days.
5	Labour Welfare Fund Six Monthly	Applicable if more than five workers are working in the establishment
6.	Goods and Service Tax (GST)	Goods and Service Tax will be paid as per the applicable rates and declared by the Central Govt. and State Govt. from time to time.

Annexure E

Form No.III

Details of works of similar type and magnitude carried out by the Tenderer

Name of the tenderer :-----

Sr. No.	Name of work	Cost of work	Date of starting	Stipulated date of period of completion	Actual date of completion	Remarks

Name and Signature of the Authorised
Signatory of the Agency with stamp

Annexure F

DECLARATION BY THE AGENCY

(To be Signed at the time of Agreement)

I/We hereby declare that I/we have made myself / ourselves thoroughly conversant with the local conditions regarding all required materials and labour of which I/we have based my/our rates for this work. The specifications, conditions on this work as specified in this tender have been carefully studied and understood by me/us before submitting this tender. I/we undertake to use only the best materials approved by the YASHADA Officer YASHADA, Pune or his duly authorized assistant, before starting the work and to abide by his decision.

I/We hereby further declare that my/our tender is unconditional in every manner or whatsoever in nature.

I/We have quoted my/our offer of tender amount in words as well as in figures. I/We further undertake to enter into contract with YASHADA, Pune.

Further I / we declare that I / we are not black listed by any govt / semi-govt departments and I / we are not defaulter of any govt / semi-govt departments if found are liable for tender rejection at any stage.

Name and Signature of the Authorised Signatory of the Agency /
Power of attorney holder with complete address with stamp.

Bill of Quantity (BOQ)

Tender Inviting Authority: Director General YASHADA	
Name of Work: Tender For Development and Maintenance of Landscape, Garden and allied services in Yashada Campus & Residential Area	
Contract No:	
Bidder Name:	
<u>SCHEDULE OF WORKS</u>	
<p>This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.</p> <p>Note - The tenderer has to calculate the cost for component A& B and quote the Total Amount including Cost of A&B with all taxes excluding GST.</p>	
SI. No.	Item Description
1	2
1	<p>To be estimated by tenderer</p> <p>A-> For specified man powers as per tender document (Page No.14) for 24 months calculated as per minimum wages structure.</p> <p>B-> Admin charges/ material charges for development / service etc as per detailed specification and scope of work as mentioned in tender, Including all taxes excluding GST, for twenty four months.</p> <p>Quote the total Amount in Figure including A & B mentioned above with all taxes excluding GST. (Total in words Rs..... )</p> <p>Note- Rate Quoted is binding for Maintenance work extended time after 24 Months up to finalization of new further tender process.</p>
	RS-----/-