

NATIONAL POWER TRAINING INSTITUTE

(Under ministry of Power, Govt. of India)

WESTERN REGION, NAGPUR (MAHARASHTRA)

BID DOCUMENT

for

**Annual Maintenance of
Garden at NPTI (WR)
complex, Nagpur**

OPEN TENDER NO. NPTI/WR/Garden Mtce./2011-12/

DATED: .12.09,2011

Cost : Rs. 500/- (Non - Refundable)

Sl.No. :

Issued to :

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NATIONAL POWER TRAINING INSTITUTE

(Under ministry of Power, Govt. of India)

WESTERN REGION, NAGPUR (M.S)

SECTION - I

DOMESTIC COMPETITIVE BIDDING

(Through call of open Tenders)

TENDER NO. NPTI/WR/Garden Mtce./2011-12/

Dated : 12.09.2011

Name of Work	Annual Maintenance of Garden at NPTI (WR) complex , Nagpur
Estimated value of contract	Rs. 3,78,000/-
Earnest Money Deposit	Rs.20,000/-
Period of Sale of Bid Document	12.9.2011 to 23.9.2011
Last Date & Time for receipt of Bid	24.9.2011 at 16.30 hrs
Date & Time of Opening Meeting.	24.9.2011 at 16.30 hours at Conference Hall in Institute Building, NPTI, Nagpur.
Place of Opening of Bid	Conference Hall in Institute Building, NPTI, Nagpur
The tender documents can be obtained from:	J.A.O Accounts Section - NPTI (WR) / Nagpur
Tender documents can be submitted at	Tender Box Kept in Principal Director's office.
Tenders addressed to	Principal Director, NPTI (WR), South Ambazari Road, Gopal Nagar, Nagpur. 440022

SECTION -II

INVITATION FOR BID

TENDER NO. NPTI/WR/Garden Mtce./2011-12/

Dated : 12.09.2011

National Power Training Institute (Western Region), Nagpur, invites sealed bids through open Tenders under the **two-bid system** from the eligible contractors for **Annual maintenance of garden at NPTI (WR) complex, Nagpur**, as specified in the bid document, for a period of **one year** for its Institutional and hostel building premises. The Competent Authority of NPTI (WR) and Contractor, by mutual consent may extend the contract for **a further period of 12 months** on the same terms and conditions.

2. The scope of services to be provided is mentioned at Section-V of this bid document, which includes the manpower, materials, tools, tackles and appliances required for maintaining greenery in the specified areas of N.P.T.I Complex, Gopal Nagar, Nagpur- 22.

3. The bid document can be obtained on written request from the office of **JAO AccountSection** NPTI (WR) at Institute Building, NPTI, South Ambazari Road, Gopal Nagar, Nagpur-440022, **from 12.9.2011 to 23.09.2011** between **11.00 am to 4.00 pm** on working days on payment of **Rs. 500/ (Non-Refundable)** towards the cost of bid document, payable through demand draft/Bankers cheque drawn in favour of **"NPTI, Nagpur"** .

4. NPTI reserves the right to issue the tender forms only to the eligible agencies, who are fulfilling the eligibility criteria detailed in the bid document.

5. Sealed quotations along with Earnest Money Deposit (EMD) of **Rs. 20,000/-** should be submitted at the tender box kept at office of the **Principal Director** at Institute Building, NPTI (WR), Nagpur latest by **24.09.2011 up to 13:00 hrs**. The tenders will be **opened at 16.30 hrs on the same day** in the Conference Hall of Institute Building, NPTI, Nagpur.

Director

National Power Training Institute (WR), Nagpur

SECTION-III

INSTRUCTIONS TO BIDDERS

1. This Invitation for Bids is open to the contractors registered either with Central/State Govt. departments / Undertakings or registered with Bombay Shop & Establishment Act 1948 for **Garden/Horticulture works** and having prescribed experience in similar nature of works. The contractor should have **02 years experience** in garden/horticulture works, executed for a value not less than **Rs. 3,00,000/-** in a single tender with Central/State Govt. Departments / Undertaking / Govt. Autonomous bodies. He shall have to furnish a list of Govt. organization where he has undertaken such contract previously.
2. National Power Training Institute, Nagpur, hereinafter will be referred to as the "**N.P.T.I**" and the successful bidder shall be referred to as the "**Contractor**"
3. The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding document. Failure to furnish information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will result in rejection of the bid.
4. The bidder is required to fill up the Profile of its Organization and other details in the format given as per Annexure - 1 , 2 & 3 of the Bid Document.
5. At any time prior to the deadline for submission of bids, the N.P.T.I may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by a written amendment. All prospective bidders who have given their mailing address at the time of obtaining the bid document, will be notified of the amendment, which will be binding.
6. In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the N.P.T.I, at its discretion, may extend the deadline for the submission of bids.
7. The bid prepared by the Bidder, as well as all correspondence and documents shall be written in English language.
8. The bids are to be submitted in two parts in separate sealed envelopes, i.e., Technical Bid and Financial Bid.
9. The **Technical Bid** prepared by the bidder shall include the following:
 - (a) Full particulars of Govt. organizations, where the Contractor has carried out Gardening & horticulture works for a period of **two years**, for a value not less than **Rs. 3,00,000/-** in a single tender. (Self-attested copies of the relevant work orders are to be enclosed).

- (b) Copy of registration particulars with Central/State Govt. departments / Undertakings / Govt. Autonomous bodies. or Copy of registration with Bombay Shop & Establishment Act 1948 for **Garden/Horticulture works.**
- (c) A copy of PAN card
- (d) Copy of Registration with the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the Contractor under this contract. In case the Contractor is exempted from obtaining such Registration or approval or other order from the Labour Commissioner, it will be required to produce an Affidavit duly signed by the Principal Officer or the Authorized signatory on behalf of the Contractor that is it is so exempted or not required to obtain any such Registration or approval or other order from the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the Contractor under this contract.
- (e) Copy of Valid EPF/ESIC registration particulars, Sales Tax Registration Certificate / Service Tax Registration Certificate if any.
- (f) Information regarding any litigation, current or during the last five years in which the bidder was/is involved, the opposite party(s) and the disputed amount.
- (g) Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).
- (h) Details of support facilities to execute the order.
- (i) Information regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved.
- (j) Earnest Money Deposit (EMD) of **Rs. 20,000/-** by demand draft drawn in favour of **'NPTI Nagpur'**

- 11.** The **Financial Bid** shall comprise the price component for all the services indicated in the Section-III of the bid document. **The price quoted by the bidders should include all applicable taxes, wherever applicable.** The bidder shall include Service tax and surcharges/cess etc. as applicable on the services that are provided under this contract, shall be included in the lump sum rates quoted and NPTI would not bear any additional liability on this account. NPTI shall however, deducts such tax at source as per the rules and issue necessary certificates to the contractor. The prices once accepted by the N.P.T.I shall remain valid till the currency of the contract. The N.P.T.I shall not entertain any increase in the prices during the period.
- 12.** Prices shall be quoted in Indian rupees only.
- 13.** Bids shall remain **valid for 90 days** after the date of bid opening prescribed by the N.P.T.I. A bid valid for a shorter period shall be rejected by the N.P.T.I as non-responsive.

14. In exceptional circumstances, the N.P.T.I may solicit the Bidder's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify the bid.

15 Sealing and Marking of Bids:

- (a) The **Technical Bid** along with EMD instrument should be placed in one sealed envelope super scribed '**Technical Bid**'. The **Financial Bid** should be kept in a **separate sealed envelope super-scribed 'Financial Bid'**. Both the envelopes should then be placed in one single, sealed envelope super-scribed '**Bid for Annual maintenance of garden at NPTI (WR) complex**' and should be addressed to **the Director, National Power Training Institute, Gopal Nagar, Nagpur - 440022**. The bidder's name, telephone number and complete mailing address should be indicated on the cover of the outer envelope.
- (b) Both the inner envelopes super-scribed **Technical Bid** and **Financial Bid** should have the name and address of the bidder so that if required, they may be returned to the bidder without opening them.
- (c) If the outer and inner envelopes are not sealed and marked as required, the N.P.T.I will assume no responsibility for the bid's misplacement or premature opening.
- (d) If for any reason, it is found that the Technical Bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is enclosed in the envelope super-scribed, "Technical Bid", the Bid document **will be summarily rejected in the first instance** itself.
- (e) All the Bid documents submitted should be serially page numbered and contain the table of contents with page numbers.

16. Deadline for Submission of Bids:

- (a) Bids must be received by the N.P.T.I at the address specified not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the N.P.T.I, the Bids will be received up to the appointed time on the next working day.
- (b) The N.P.T.I may, at its discretion, extend this deadline for submission of bids by amending the bid documents in which case, all rights and obligations of the N.P.T.I and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- (c) Any bid received by the N.P.T.I after the deadline for submission of bids prescribed by the N.P.T.I in the bid document will be rejected and returned unopened.

17. Modifications and Withdrawal of Bids:

- (a) The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the N.P.T.I prior to the deadline prescribed for submission of bids.
- (b) The Bidder's modification or withdrawal notice shall be prepared, marked and dispatched in a sealed envelope. A withdrawal notice should be through a signed confirmation by the bidder. The N.P.T.I should receive it before the deadline for submission of bids.
- (c) Bid withdrawn in the intervening period of the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form will result in the Bidder's forfeiture of its EMD.

18. Opening and Evaluation of Technical Bids:

- (a) The Tender Committee appointed by the N.P.T.I will open all Technical Bids in the first instance on the appointed date, time and venue.
- (b) During evaluation of the bids, the N.P.T.I may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and response shall be in writing.
- (c) No bidder shall contact the N.P.T.I on any matter relating to its bid from the time of the bid opening to the time the purchase order is placed. If the Bidder wishes to bring additional information to the notice of the N.P.T.I it should be done in writing. However, all bidders are strongly advised to furnish all material information in the bid itself.
- (d) Any effort by a Bidder to influence the N.P.T.I in its decisions on bid evaluation, bid comparison or purchase order decision will result in rejection of the bid.

19. Opening and evaluation of Financial Bids:

- (a) The N.P.T.I will open the Financial Bids of bidders as specified above.
- (b) Arithmetical errors will be rectified on the following basis:- If there is a discrepancy between words and figures, the higher of the two shall be taken as the bid price. If there is any other discrepancy, the figure leading to the determination of the higher amount shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, its bid will be rejected.

20. Payment terms.

The N.P.T.I shall make the contract payment as per the payment schedule mentioned below:

- (a) Monthly bills submitted in duplicate by the Contractor for the garden maintenance works executed in the preceding month, shall be paid after submission of bills bill in duplicate duly complete in all respects. The payment for the work will be released only after satisfactory completion of the work and inadequate manpower engaged for gardening work will attract, deduction at pro-rata basis from the work bill towards compensation. The decision of Principal Director, NPTI, Nagpur, is final and binding in this regard.
 - (b) If the performance of the work by the contractor is not found satisfactory the Competent Authority of NPTI shall have power to terminate or rescind the contract. Upon such termination or rescission, the security deposit (EMD) of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of NPTI.
 - (c) If at any time during currency of JOB, the SCOPE OF WORK for which this job has been awarded is reduced/abandoned, the payment / value of this job order shall be reduced on pro-rata basis by the N.P.T.I and would be binding on the Contractor.
 - (d) No escalation of price whatsoever would be allowed during the pendency of the contract.
- 21.** The N.P.T.I reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or bidders of the grounds for the N.P.T.I' s action.
- 22.** The N.P.T.I will award the contract to the Bidder whose bid has been determined to be the most responsive to the Bidding Document and who has offered the best-evaluated bid, within 30 days of the opening of the Financial Bid.
- 23.** The Bidder shall sign its bid with the exact name of the concern to which the contract is to be awarded.
- 24.** The Bid document filed by the bidder shall be typed or written in indelible ink.
- 25.** In case the Bid document submitted has deviations from the specifications or terms and conditions prescribed, the Bidder shall describe them in the Technical Bid covers separately and prominently (even though the deviations may not be material). It must be ensured that the price related deviations are not indicated in the Technical Bid cover in any manner. The N.P.T.I reserves the right to reject the bid having deviations from the prescribed terms and conditions.
- 26.** It will be the sole responsibility of the bidder alone to execute the entire contract on its award.

- 27. Prior to the submission of Bid, the Bidder/authorized representative should personally inspect the NPTI (WR) complex and facilities available at the N.P.T.I's premises at Nagpur at his own cost and under prior intimation.** This is necessary to enable the bidder to gather all information so as to facilitate the bidder to accurately prepare the Bid after taking into consideration all the relevant factors. Submission of the bid will, therefore, be considered as meeting the requirements of having fully read and understood the tender document and the scope of work prescribed therein and expected from the Contractor.
- 28.** The contract shall be deemed to have been concluded in Nagpur for purposes and therefore, the Courts of India at Nagpur will have exclusive jurisdiction to determine any unresolved dispute in relation this contract.
- 29.** It will be mandatory for all the prospective bidders to bid for all the items specified in Section-V of the bid document.
- 30.** The N.P.T.I at its discretion may exercise an option to place order on the successful bidder to render the services in part. The N.P.T.I shall exercise this option not later than 30 days of the opening of the financial bid. The bidder shall, at his option, agree to the above, in writing within 15 days of the written offer by the N.P.T.I.
- 31.** Making misleading or false representation in the bid document will lead to disqualification of the Bidder at any stage.
- 32.** Where the bid has been signed by the Authorized Representative on behalf of the concern, the bidder shall submit a certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder to the contract. (N.P.T.I may out rightly reject any bid, which has not supported by adequate proof of the signatory's authority).

Read and accepted.

**Signature and stamp of
Bidder or Authorized Signatory**

SECTION-IV

TERMS & CONDITIONS OF CONTRACT

- 1.** No alteration should be made in any of the **terms and conditions** of the bid document by scoring out. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and conditions listed in this section are liable to be ignored.

- 2.** A sum of **Rs. 20,000/-** (Rupees Twenty thousand only) must be deposited as **Earnest Money Deposit (EMD)** by means of Bank Draft drawn in favour of 'NPTI, Nagpur' & **must accompany the technical bid** in the sealed envelope without which the Bid will be rejected. The said amount will be forfeited, if the successful bidder fails within the time fixed by the N.P.T.I to sign the contract on terms contained in the bid document.

The earnest money of successful bidder will be adjusted with **Security Deposit**, which has to be deposited within 15 days after the receipt of Letter of Intent @ **10 % of tendered value of work**. The Security Deposit will be refunded to the contractor on completion of contract period after deducting liabilities if any. For other Bidders, the Earnest money instrument will be returned within 10 days of the completion of the financial evaluation by registered post. No interest will be payable on this deposit.

- 3.** Every bidder shall also pay **Rs. 500/-** (Non - refundable) towards cost of the bid document by way of a demand draft in favor of '**NPTI, Nagpur**'. **All those bidders who have downloaded the bid from the website shall ensure that the cost of the bid document is also placed in the cover containing the technical and financial bid.** Any bid for which the cost of the bid document has not been paid as mentioned in Section II shall be summarily rejected.

- 4.** Contractor will be required to provide to the N.P.T.I a documentary proof of Registration with the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the Contractor under this contract, along with any approval / other order of such Labour Commissioner that the Contractor may be required by any Law or Act in force at the time of the awarding of the contract to the Contractor. In case the Contractor is exempted from obtaining such Registration or approval or other order from the Labour Commissioner, it will be required to produce an Affidavit duly signed by the Principal Officer or the Authorized signatory on behalf of the Contractor that it is so exempted or not required to obtain any such Registration or approval or other order from the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the Contractor under this contract.

- 5.** No bid will be considered unless and until all the pages / documents comprising the Bid are properly signed and stamped by the person/s authorized to do so.

6. In the event of bid being accepted, the quotations will be converted into a contract, which will be governed by the terms and conditions given in the bid document. The instructions to bidders shall also form part of the contract.
7. The terms and conditions of contract given in **Section-II & IV**, along with the Instructions to Bidders in **Section III** should be signed and returned in the envelope marked as 'Technical Bid', otherwise the tender will be rejected.
8. All above conditions will be enforced, unless written order of N.P.T.I is obtained relaxing any specific condition in any specific instance.
9. The N.P.T.I does not bind itself to accept the lowest tender, in case of bidder quoting abnormally low rates.
10. Any change in the constitution of the concern of the Contractor shall be notified forthwith by the Contractor in writing to the N.P.T.I and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the Contractor in respect of this contract unless he/they agree to abide by all the terms and conditions of the contract.
11. The Contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and the terms, clauses and conditions, specifications and other details of the contract and the supplies. The Contractor shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for increase of any rates agreed to the contract or to evading any of his obligations under the contract.
12. In the event of the Contractor failing to fulfill or committing any breach of any of the terms and conditions of this contract; or if the Contractor or his agents or employees are guilty of fraud in respect of the contract or any other contract entered into by the Contractor or any of his partners or representatives thereof with the N.P.T.I; or if the Contractor or his agents or employees attempt to or direct or indulge in giving, promising or offering any bribes, gratuity, gift, loan perquisite, reward or advantages pecuniary or otherwise to any person in the employment of the N.P.T.I in any way relating to such officers or person or persons, office or employment; or if the Contractor or any of his partner become insolvent or applies for relief as insolvent debtor or commence any insolvency proceedings or makes any composition with his/their creditors or attempts to do so; or if at any time during the pendency of the contract, it comes to the notice of the N.P.T.I, that the Contractor has misled it by giving false/incorrect info, then without prejudice to the N.P.T.I's right and remedies otherwise, N.P.T.I, shall be entitled to terminate this contract forthwith, forfeit the Security Deposit and to blacklist the Contractor and execute the work or arrange otherwise at the Contractor's risk and at the absolute discretion of the N.P.T.I, The cost of such works together with all incidental charges or expenses, shall be recoverable from the Contractor on demand.

- 13.** The Contractor will be responsible for the conduct of all workers deployed by it and will be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the Contractor or any of the workers / agents / any others deployed by the Contractor in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same. The N.P.T.I will not be liable for any loss or harm to any person within or outside the NPTI campus from any act of omission or commission of any of the workers / agents / any others deployed by the Contractor in the course of providing any services stated in this contract.
- 14.** The N.P.T.I shall not be liable for any compensation, claim or damages etc. due to any accident, injury or harm to any person deployed by the Contractor or death due to accident or otherwise, which may arise out of any circumstances related or unrelated with their duties at NPTI. The N.P.T.I shall be indemnified by the Contractor for all such claims.
- 15.** Without prejudice to the preceding term of contract, the Contractor will be liable to reimburse the N.P.T.I of any cost or legal liability / penalty / fine imposed on the N.P.T.I by any authority, because of any misconduct or any act of omission or commission, whether intentional or otherwise, of the Contractor or any of the workers / Sub contractors / agents / any others deployed by the Contractor in the course of providing any services stated in this contract
- 16.** It shall be the responsibility of the Contractor to comply with the provision of the various Labour Laws. The Contractor shall faithfully discharge all the liabilities under the labour laws. The Contractor shall indemnify the NPTI against the claims arising out of non-fulfilment of obligations by him under the various labour laws.
- 17.** The labourers employed in the gardening works shall have to be paid as per minimum wages prescribed by the Competent Authorities of Govt. Of Maharashtra / Govt. of India. All labourers employed on works should be insured under the Workman's Compensation Act. No labourer below the age of 18 years will be employed by the Contractor.
- 18.** The Contractor shall be solely responsible for compliance with all statutory laws/rules/regulations such as those concerning PF, ESI, Labour laws, Minimum wages, etc. The N.P.T.I shall not be liable for any contravention/non-compliance on the part of the Contractor. Any contravention/non-compliance on the part of the Contractor would be construed as a sufficient ground for termination of the contract at the discretion of the N.P.T.I. Notwithstanding this, in the event of the N.P.T.I imposed with any penalty/fine etc., by any agency/authority due to the non compliance/contravention on the part of the Contractor to any statutory laws/rules/regulations etc., the N.P.T.I reserves the right to recover such fine/penalty etc., from the Contractor by way of recovery from the bills raised by the Contractor or by any other means.
- 19.** The Contractor will ensure that no person deployed by it indulges in smoking, drinking alcohol, chewing paan, tobacco etc or unnecessarily loitering in the NPTI

premises without work. If any person deployed by the Contractor is found to be indulging in these activities, a penalty of **Rs. 100 per person per incident will be leviable** by the N.P.T.I, which will be intimated by the N.P.T.I to the Contractor within 3 days of the incident, and deducted from the monthly payment of the Contractor.

- 20.** The Contractor promptly replace any person deployed by it, who is found to be medically unfit, or not maintaining adequate personal hygiene, or whose behavior is found to be not courteous or who is otherwise found to be unfit for working within the NPTI Campus or unfit for being deployed for these services by the N.P.T.I. In case the Contractor fails to remove or replace such person beyond three days after the request of the N.P.T.I to replace him, a penalty of **Rs. 100/- per day per such person** will be leviable by the N.P.T.I, which will be intimated by the N.P.T.I to the Contractor within 3 days of the incident, and deducted from the monthly payment of the Contractor.
- 21.** The contractor shall have to obtain Insurance cover for his workers as per the requirement of workmen compensation Act, 1923.
- 22.** The N.P.T.I may discontinue the contract at any point of time, by giving a notice at least **30 days** before the intended date of discontinuation, and will not be liable to any additional charges or compensation payable to the Contractor or any other person.
- 23.** The Contractor may discontinue the contract the contract at any point of time, by giving a notice at least **60 days** before the intended date for discontinuation. But will forfeit its Security Deposit submitted by it, in case of discontinuation without a notice or a notice less than 60 days prior to the intended date of discontinuation. The N.P.T.I will have the right to claim damages, and recover them from the payments due to the Contractor or by any other means, in addition of forfeiting the Security Deposit of the Contractor.
- 24.** Employment Cards must be issued to the employees and their wages must be paid to them on acquaintance roll by 7th day of every month. Before submission of bills by the Contractor to NPTI for payment against the jobs carried out by him a certificate will have to be submitted by the Contractor of having paid in full to the workers employed by him.
- 25.** The Contractor shall have to obtain ESI & EPF number from Central Provident Fund Commissioner & related Office for the labour engaged by him as required under the law and they have to fulfill all the required relevant laws for the engagement of labour.
- 27.** The Contractor has to maintain all the relevant register/records as per the laws related with labour engagement etc. An affidavit on a non-judicial stamp paper of appropriate value of the effect that the Contractor will be entirely responsible for fulfilling all the statutory obligations under different statutes like workmen compensation Act., Contract Labour (Regulation & Abolition) Act, ESI Act, PF Act, Bonus Act, Gratuity Act for the workers employed by him on the job will be submitted by the Contractor before execution of the contract agreement.

The workers employed by the Contractor will not be treated as the employees of the NPTI for any purpose whatsoever.

28. SECURITY RULES

The Contractor and their employees will invariably carry photo pass/Identity cards all the time on duty issued by the contractor and countersigned by specified authorities of the NPTI. The Contractor and their employees will have to follow the security rules as may be imposed from time to time and if the Contractor and or their employees are found to be reluctant to follow the rules/instructions, the NPTI will have the right to prohibit entry of such employees into the NPTI Complex and the contract is liable to be cancelled forthwith, if the Contractor himself is involved in breach of any clause of the agreement particularly of security/Safety.

The Contractor shall be required to enter into an agreement on a Stamp Paper of appropriate value for a period of one year within 10 days of receiving the intimation/letter of intent and to start the work within one week of the signing of Deed/Agreement.

29. ARBITRATION

In case of any dispute arising out of the contract and during the course of the contract, the matter will be referred to the sole arbitrator, Principal Director, NPTI or any officer nominated by him and his decision will be final and binding on both the parties.

Notwithstanding whatsoever state above and in case of any controversy regarding the scope of work or any other terms and conditions of tender, the decision of the Principal Director, NPTI shall be final and binding in this regard.

UNDERTAKING

I/We have read and understood all the terms and conditions in all sections of the bid document. I/we hereby quote for "**Annual maintenance of garden of NPTI (WR) complex**" specified in the bid document as set forth in the terms and conditions of the contract which will be binding upon me/us in the event of the acceptance of my/our tender.

I/We herewith enclose deposit for a sum of **Rs. 20,000/-** as earnest money and should I/we fail to execute an agreement embodying the said conditions within 21 days of the acceptance of my/our tender, I/we hereby agree that the above sum of earnest money shall be forfeited by the N.P.T.I.

In connection with the tender for the above work, it is to certify that:

- 1) I/We are a registered firm under Bombay Shop and Establishment act 1948 for Gardn/Horticulture works and it is certified that the said registration is valid as on date
- 2) I/We are a registered firm under Indian Partnership act and it is certified that the said registration is valid as on date
- 3) I/We are a registered firm with and it is certified that the said registration is valid as on date
- 4) It is to certify that I/we have not been blacklisted by any Govt. organization / Department / undertakings / Enterprises etc. in this line of business (if blacklisted the details shall be furnished)
- 5) It is certified/confirmed that this/these registrations is/are valid as on date and we shall inform the department ourselves as soon as our registration expires or is cancelled/revoked.

Read and accepted.

Signature and stamp of the Bidder
or Authorized signatory

Date:

Place:

IN WITNESS THEREOF the parties have here-into set their hands on the dates indicated below:-

1. (In the case of a firm)

**Signed By The Above Named Firm Of _____
Through _____ partner of the firm.**

Signature
(Name & Address)

2. (In the case of a company)

**The seal of the _____ Company, Limited, was affixed
by the virtue of the resolution of the Board
No. _____ Dated _____ the _____ Day
of _____ 200____.**

Secretary's Signature _____
Date _____

SECTION- V

SCOPE OF WORK

The scope of services to be provided includes the manpower, materials, tools, tackles and appliances required for maintaining greenery in the specified areas of N.P.T.I Complex, Gopal Nagar, Nagpur.

The services required to be carried out by the Contractor are given below. These are only indicative and not exhaustive. The services expected from the agency should be of the highest standards and to be executed to the satisfaction of designated officers of NPTI. The Contractor shall have suitable staff deployed for this purpose, his own system of supervision and management, and shall have to furnish the details of the same to the N.P.T.I before the commencement of the services.

- I The scope of work includes the following:
1. Complete maintenance of Garden area surrounding Institute building to an approx. area of 7500 sqm.
 2. Maintenance and arranging Indoors plants provided in Institute building and maintenance of potted plants in the Institute
 3. Maintenance of hedging in front of Workshop Building and Guest House.
 4. Development and maintenance of garden features in front of trainees hostel and students hostel, New Hostel.
 5. Complete maintenance of garden features and lawn in and around Executive Hostel.
 6. Clearing & dressing of roadsides area all around the complex, clearing of bushes, vegetations etc. in the transformer yard / substation premises, pump house surroundings, open areas in the institutional areas, near the compound walls, hostels and residential quarters play ground etc. regularly keeping it free from bushes, vegetations etc.
 7. The pre-cast cement paver blocks provided in the path way inside the garden are to be swept daily and maintained in clean condition.

- II The nature of work shall include:
- Maintenance of greenery in the areas specified above, by providing manure, watering, removing weeds, foreign materials, undesirable growth, mowing of lawn and cutting of tree branches.
 - Maintenance of rose beds: watering, de-weeding, pulverizing, hoeing, preventive spraying of fungicide and pesticide as required and as directed by the Officer - In charge.
 - Trimming of plants, trees and preparation of lawns.
 - Planting / Re-planting saplings and other tree plants by digging pits etc.
 - Development of garden in front of hostels or any other areas identified by the Officer In-charge.
 - Clearing & dressing of roadsides area and open areas around the complex regularly Keeping it free from bushes, vegetations etc.
- III. Tools in sufficient quantities for maintenance of greenery/lawns such as hose pipes, bucket, kudali, khurapi, sprayer, duster, pickaxe, hedge scissors, pruning knife, grafting knife, grass scissors, tree pruners, fork, shovel etc have to be arranged by the contractor himself.
- IV NPTI WR shall provide manure, fertilizer , plants and insecticide etc . whenever required
- V. **PENALTY:** If any plants withered due to the negligence of the contractor, the contractor at his own cost shall replace the similar plant, otherwise action will be taken as per the conditions of contract.
-

SECTION-VI

TENDER FORM (Technical Bid)

(On the letter head of the concern submitting the bid)

To

**The Director,
National Power Training Institute,
South Ambazari Road, Gopal Nagar,
Nagpur 440022**

Ref.: Tender No

Dated

Sir,

I/We hereby undertake to provide the annual maintenance of garden of NPTI (WR) complex as specified in the Bid/tender document and agree to hold this offer open for a period of **90 days** from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

- I/we have understood the Instructions to Bidders and Terms and Conditions of Contract as enclosed with the invitation to the tender and have thoroughly examined the specifications of services to be rendered and am/are fully aware of the nature of the services to be rendered and my/our offer is to supply the services strictly in accordance with the requirements.
- A crossed Bank Draft in favour of the N.P.T.I, Nagpur for **Rs.20,000/-**(Rupees (Twenty thousand only) as Earnest Money Deposit is enclosed.
The Draft is drawn on _____ Bank payable at Nagpur.
- Certified that I/we have the experience of more than _____ years in providing garden maintenance and related works. Certified copies of at least one work-order pertaining to each of the last two years are enclosed with this bid.
- A detailed profile of the organization as filled in as prescribed in the Annexure -1 of the bid document is enclosed with this bid. Other details required to be submitted with this bid as per the bid document are also enclosed as follows:
 - a) Full particulars of Govt. organizations, where the Contractor has carried out gardening, horticulture works for a period of **two years**, for a value not less than **Rs. 3,00,000/-** in a single tender. (Self-attested copies of the relevant work orders are to be enclosed)
 - b) Copy of registration particulars with Central/State Govt. departments / Undertakings / Govt. Autonomous bodies. or Copy of registration with Bombay Shop & Establishment Act 1948 for **Garden/Horticulture works**.

- c) A copy of PAN card
- d) Copy of Registration with the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the Contractor under this contract.
- e) Copy of Valid EPF/ESIC registration particulars, Sales Tax Registration Certificate / Service Tax Registration Certificate if any.
- f) Information regarding any litigation, current or during the last five years in which the bidder was/is involved, the opposite party(s) and the disputed amount.
- g) Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).
- h) Details of support facilities to execute the order.
- i) Information regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved.
- (k) Earnest Money Deposit (EMD) of Rs. 20,000/- by demand draft drawn in favour of 'NPTI Nagpur'**
 - We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.

Yours faithfully,

(Signature of bidder)

Dated this _____ day of _____ of 2011

Address _____

Company Seal

Mobile

Telephone: _____

FAX _____

E-mail _____

SECTION-VII TENDER FORM (Financial Bid)

(On the letter head of the concern submitting the bid document)

To

**The Director,
National Power Training Institute,
Gopal Nagar, Nagpur 440022**

Ref.: Tender No.

Dated

Sir,

Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the Financial Bid for the annual maintenance of garden of NPTI (WR) complex as per the invitation for this and in conformity with the said bidding document at the prices and rates mentioned in the enclosed offer.

The Price quoted by us for the scope of work detailed in Section V of the bid document is as below:

S.N.	Description of Work	Lump sum rate per month
1	<p>Annual maintenance of garden of NPTI (W.R) complex, Nagpur in the following areas as per the Scope of work, terms & conditions of contract.</p> <p>Complete maintenance of Garden area Surrounding Institute building to an approx. area of 7500 sqm.</p> <p>Maintenance and arranging Indoors plant provided in Institute building and maintenance of potted plants in the Institute.</p> <p>Maintenance of hedging in front of Workshop Building and Guest House.</p> <p>Development and maintenance of garden features in front of trainees hostel and students hostel. Complete maintenance of garden features and lawn in and around Executive Hostel.</p>	Rs. _____
2	<p>Clearing of roadsides area all around the complex, clearing of bushes, vegetations etc. in the transformer yard /substation premises, pump house surroundings, open areas near western and eastern compound wall in the institutional areas hostels & Staff Quarters</p> <p>The pre-cast cement paver blocks provided in the path way inside the garden are to be swepted daily and maintained in clean condition</p>	Rs. _____
	Total	Rs. _____ /month

- We do hereby undertake, that, in the event of acceptance of our bid, the supply of services shall be made as stipulated in the tender document and that we shall perform all the incidental services.
- The price quoted is the final net price of all the services to be provided by us, inclusive of any incidental services that may need to be provided. We enclose herewith the complete Financial Bid as required by you. This includes:
 - a) Price schedule as per Section-V of Bid document. The word 'No Quotation' is written across any or all of the items in the schedule for which a bidder does not wish to tender.
 - b) Statement of deviation from financial terms and conditions.
- We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
- We have carefully read and understood the terms and conditions of bid document and its implications. We do hereby undertake to supply all the specified items of service.
- We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.

Yours faithfully,

(Signature of authorised signatory)

Dated this _____ day of _____ of 2011

Telephone:

FAX

Email

Company seal

ANNEXURE -2
CERTIFICATE
(None of relative is working in NPTI)

I..... S/o Shri..... r/o.....

..... hereby, certify that none of my relative (s) is / are employed in NPTI. In case at any stage, it is found that the information given by me (us) is false / incorrect, The Principal Director, NPTI., Nagpur shall have the absolute right to take any action as deemed fit without any prior intimation to me (us).

Signature:...

Date :

Place:

Name:

Address:

.....

Phone No

ANNEXURE - 3

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach Director, NPTI, Nagpur before the date of bid opening)

To,

The Director,

**National Power Training Institute,
Gopal Nagar, Nagpur 440022**

Subject: **Authorisation for attending bid opening on 24/09/2011
(date) in the tender of "Annual Mtce of Garden of NPTI (WR) "**

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
I		
II		
Alternate Representative		

Signature of bidder

Or

Officer authorized to sign the Bid Documents on behalf of the Bidder.

Note:

1. Maximum 2 (Two) representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed is not received.

