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Zonal Training Centre, "Jeevan Vidya",

Plot No.148-149, Sector No.26

Nigdi Pradhikaran, Akurdi,

Pune – 411044 (Maharashtra)

TENDER DOCUMENT - (PART – I) - TECHNICAL BID

For Garden Maintenance and Horticulture work

On Contractual Basis

at L.I.C Of India, Zonal Training Centre, (WZ), Akurdi, Pune-411044

Dated: 25.06.2024

Place: AKURDI, PUNE

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NOTICE INVITING TENDER

Ref.:ZTC, AKURDI/Garden / 24-25

Dated: **25.06.2024**

Sub: Invitation of Tenders for Garden Maintenance and Horticulture work at ZTC, Akurdi, Pune - 411044

The LIC's Zonal Training Centre, Akurdi, , "Jeevan Vidya", Plot No 148/149, Nigdi Pradhikaran,Pune-411044 invites applications under two bid system from Reputed and Experienced Registered / Licensed / Service Provider / Bidder, interested in providing Garden Maintenance and Horticulture work on contract basis, in the premises of ZTC located as per address in Part I below and having at least 3 years of experience in Garden Maintenance and Horticulture Work in organization like Banks, Government Offices, PSUs and Multinational Companies. **Interested service providers / Bidder from Maharashtra may submit bids as under:**

I. Important information for Bidders:

S. No.	Description	TECHNICAL BID
1.	Nature of Job	Garden Maintenance and Horticulture Work
2.	Date of Publishing of Tender	25.06.2024
3.	Tender Document Fees (Non-refundable)	NIL
4.	Site Visit by Bidder at ZTC Campus	25.06.2024 to 10.07.2024 on Working days / hours only (Between 10.30 HRS & 14.30 HRS)
5.	Pre Bid Meeting	10.07.2024 at.15.00 HRS
6.	Last Date and Time for submission of Tender through GeM (Technical Bid and Financial Bid) along with Earnest Money Deposit (EMD)	16.07.2024 up to 14:00 HRS
7.	Date and Time of Opening of Technical Bids	16.07.2024 at 14:30 HRS (Monday)
8.	Date and Time of Opening of Financial Bids	06/08/2024 at 15:00 HRS (Monday)
9.	Earnest Money Deposit (EMD)	Rs.131200.00 one lakh thirty one thousand two hundred Only) By Demand Draft or NEFT / RTGS in our account as given in Page 11 below (Exempt For MSME)
10.	Dates of Visit by committee from LIC-ZTC to Bidder's Establishment	19.07.2024 to 31.07.2024
11.	Contract period	Two Years
12.	Validity of tender	Six calendar months.

II) The Financial Bid Tender Schedule is as below:

1	DESCRIPTION	FINANCIAL BID
2	Nature of Job	Garden Maintenance & Horticulture Work
3	Earnest Money Deposit	₹. 131200.00/- by Demand Draft (DD) favouring LIC of India and drawn on any Nationalized Bank / Scheduled Bank payable at Pune or By NEFT/RTGS in our account details of which is given in page 10. The EMD shall not carry any interest and shall be refunded within three months after the tendering process is over, to the unsuccessful Bidder. Please note that the EMD amount of the successful Bidder shall be adjusted towards security deposit (Exempt For MSME).
4	Date of Opening of Financial Tender of qualified Bidders	06/08/2024 at 15:00 HRS (Monday)
5	Validity of tender	Six calendar months

GENERAL TERMS AND CONDITIONS

A. Introduction

LIC of India - Zonal Training Centre (ZTC) (Western Zone), Akurdi, Pune (hereinafter referred to as “ZTC”) is a Training Centre of the Life Insurance Corporation of India (hereinafter referred to as “LIC” or “Corporation”) which has been established to impart training for its Officers, Employees and Agents from the States of Maharashtra, Gujarat, Goa and occasionally from All Over India to develop their professional and managerial skills. The ZTC has been developed to be a well contained infrastructure at the premises situated at:

Life Insurance Corporation of India

Zonal Training Centre (WZ)

“Jeevan Vidya” Plot No.148-149, Sector No.26

Nigdi Pradhikaran, Akurdi Pune – 411 044 (Maharashtra)

The ZTC Campus is more particularly described under **SCHEDULE-1**.

- B.** The ZTC is desirous of **engaging a contractor for** Garden Maintenance and Horticulture work at the ZTC Campus of Corporation located at the above address for a period of 2 (Two) years, extendable by another 1 (one) year and further extendable by 1 (one) more year (i.e. 2+1+1) at the discretion of the **Director, ZTC, AKURDI** .

Following terms shall have the below mentioned meanings unless otherwise specified:

- 1) “**LIC**” or “**LICI**” or “**Corporation**” shall mean the Life Insurance Corporation of India, established by the LIC Act of 1956.
- 2) “**ZTC**” or “**ZTC, Akurdi**” shall mean the Life Insurance Corporation of India, Zonal Training Centre, situated at Akurdi, Pune - 411044.
- 3) “**Tender**” shall mean the Tender for carrying out Garden Maintenance and Horticulture work at ZTC, Akurdi.
- 4) “**Contractor**” / “**Bidder**” / “**Applicant**” shall mean the individual /proprietor /Firm /Vendor /Company who is eligible as per page 2 to 4 above and submitting the present Tender.
- 5) “**Competent Authority**” shall mean the Director, LIC of India, Zonal Training Centre, Akurdi, Pune– 411044 or any other Official as may be authorized by him/her.

C. General Terms and Conditions:

1) Application submitted by the Bidder shall be “rejected out right”, if the Bidder:

- a) Submits an incomplete application, OR
- b) Submits the application as a Joint-Venture OR
- c) Does not keep the application open for acceptance for a period of 6 (Six) calendar months from the date of opening the Tender. OR
- d) Stipulates his / her own conditions or any alternative / conditional proposals. OR
- e) Does not have minimum 3 (Three) years of experience in providing Garden maintenance

and Horticulture Services in organizations like Banks, Government Offices, PSUs and or MNCs.
OR

f) Does not sign and affix the Signature/Stamp/Seal of the Entrepreneurial Establishment of the Bidder in the manner and at the places as envisaged in the Application Document. OR

g) Does not remit Earnest Money Deposit , if any, while submitting the Application Form. OR

h) Does not have all “Statutory Registrations / Licenses/ Certifications” as required by Statutory Authority. OR

i) Is not registered under the Contract Labor (Regulation & abolition) Act, 1970. OR

j) Does not agree with all Terms and Conditions. OR

k) Does not quote offer in Figures and words in the “Financial Bid”. OR

l) Does not submit the Tender within the stipulated date and time.

2) The Applications shall be scrutinized on the basis of:

a) Fulfillment of our Terms and Conditions mentioned in the tender document and

b) Inspection of Documents/ Bidder’s Office and the sites currently Bidder is maintaining for Gardening / Horticulture purpose.

Only those Bidder who are found eligible on the basis of documents/ Information submitted as per Annexure- I shall be technically qualified.

(Site visit and/or Interview of Bidder shall be conducted before selection.)

3) After scrutiny and Analysis of applications received from the Bidder, they shall be evaluated on the basis of the following criteria (Necessary proofs to be submitted along with Tender which shall be self attested and have seal of the Bidder):

a) Minimum Experience of 3 (Three) years with experience certificate from at least 2 (two) Organizations from Public or Reputed institutions .

b) Adherence to all Law, Acts, Rules, Regulations, notifications and orders as applicable to such type of business and to fulfillment of all statutory obligations by the Bidder.

c) The participating bidder must be in a position to provide the following documents:

1) Copy of Income Tax Returns for the three out of last four preceding financial years

2) Self certified copies of annual turn over details for three out of last four financial years (including Balance Sheet, IT Returns, Profit & Loss Accounts, certified by CA.

3) Contract Labour License and registration, if applicable.

4) Professional Tax Registration Certificate.

5) Valid registration with Employees Provident Fund (EPF) authority.

6) Valid registration with Employee state registration corporation (ESIC)

- 7) Partnership Deed, Memorandum of association and Articles of Association (if any).
- 8) GST Registration Certificate along with the GSTIN number.
- 9) Proof of Registration under applicable Shop & Establishment Act.
- 10) Work Orders / Experience Certificate (latest 3 years) from other institutions of existing Running Contracts.
- 11) Letter/s of Selection on Panel of Bank/Government Offices/PSUs/MNCs if any.
- 12) PAN Card , Adhar Card If any
- 13) In case of MSE Bidders, proof of registration and copy of MSE certificate and fulfilment of rules and regulations with concerned statutory authorities.

4) In order to satisfy itself about the nature and quality of the services rendered by the Bidder, DIRECTOR, ZTC, AKURDI may depute its Officer(s) or Authorized Representative(s) to visit the Institute/Establishments address mentioned by the Bidder as , decided by the Competent Authority. Besides, DIRECTOR, ZTC, AKURDI may also arrange for verification of any document/testimonial submitted by the Bidder in support & compliance of Technical Criteria as laid down in the tender document. It shall be mandatory for the Bidder to extend full co-operation to the office of the ZTC, AKURDI. In case, the Bidder fails to co-operate or if , after verification it is found that the Bidder does not meet any of the criteria as laid down in the Tender document, the Tender of such Bidder shall be rejected.

5) The Financial Bid shall be opened only for those Vendors who have technically qualified on the above mentioned criteria (3 (a) to 3 (13) above and receipt of report from ZTC team visiting the bidder's premise.

6) The Contract shall be for a period of 2 (Two) years which can be extended by 1 (one) year and thereafter by further 1 (one) year (i.e. 2+1+1), if required, at the discretion of Director ZTC after reviewing on the same terms and conditions and at the rates as mutually already agreed upon, after evaluation by Competent Authority, of the services provided by the Bidder and finding it satisfactory.

7) In the event of any changes in wages (Basic + VDA)of the workers, as declared by relevant Central or State Govt authorities whichever is higher, during the period of contract, DIRECTOR, ZTC, AKURDI shall increase/decrease the contractual amount to the extent of the difference in increase/decrease in the wages only. The contractual amount so revised due to change in wages shall be deemed to be modified as agreed on contractual value.

8) The rate quoted by the Bidder shall be inclusive of the cost of services / wages / material and taxes but exclusive of GST.

9) In case of unsatisfactory performance, the Competent Authority shall terminate the Contract at any time before completion of the contract period, by giving one month's notice to the Bidder in writing. In such a case the Security Deposit shall be forfeited.

If during the said contract period and /or during extended period of contract, the bidder expresses his inability to fulfill the contract, it shall be treated as breach of contract and the contract shall be terminated as per Part IV Clause IX, Termination of Contract. In such case, ZTC, Akurdi reserves the right to

- a) Forfeit the Security Deposit submitted by the Bidder and/or

- b) Blacklist the Bidder for two Years and/or
- c) Debar the Bidder from participating in our tender process for a period of 5 (Five) years.

10) The successful Bidder shall be required to deposit an amount equal to **5%** of the Contractual value towards **Security Deposit**. The Security Deposit shall **be accepted in the form of Demand Draft (DD) drawn on any Nationalized / Scheduled Bank favoring LIC of India payable at Pune or NEFT/RTGS into the bank account of ZTC.**

This Deposit shall be refunded only on successful completion of the agreement period. No interest shall be payable on this Security Deposit.

The **EMD amount of Rs. 131200.00 (Rs one lakh thirty one thousand two hundred) deposited along with Financial Bid** by the successful Bidder, shall be adjusted towards Security Deposit, thus allowing the successful Bidder to deposit only the balance amount , i.e. Security Deposit less EMD.

11) If the successful Bidder fails, in course of the agreement period, to comply with the Terms and Conditions of the Agreement, the Security Deposit may be forfeited by the Competent Authority.

12) Any Tender not complying with requirements/conditions of the tender, either wholly or partially, in such condition/s the Tender shall be liable for rejection.

13) The Competent Authority reserves the right to accept or reject any or all the Tenders without assigning any reasons whatsoever. No request for enhancement of the rate shall be entertained during the period of the contract except increase in wages due to changes that are gazetted by Government of India/State from time to time.

14) Any dispute arising out of or relating to this Tender shall be deemed to have arisen in Pune and be subject to jurisdiction of a Competent Court in Pune only.

15) No person engaged or involved in this contract should disclose any matter pertaining to the Life Insurance Corporation of India, in particular any information identified as proprietary in name which is strictly confidential and shall not be disclosed.

16) The employee/s engaged by the Bidder shall not use ZTC, AKURDI's name for any publicity purpose through any public media like Press, Radio, Television, Internet or Social Media without prior approval of Director, ZTC, AKURDI as they are not the employees of the LIC of India.

17) The Bidder shall not exhibit its Company's Signboard, Hoardings or Advertisement etc, within or outside the Premises of ZTC, Akurdi.

18) The Bidder who has 'Technically and Financially Qualified' shall be selected with validity of 2 (Two) years, which may be further extended by 1 (one) year and thereafter by further by 1 (one) year, i.e. 2+1+1, if required on same Terms and Conditions and at the rates as mutually already agreed upon. However, Director ZTC, AKURDI reserves the right to scrap the selection and initiate a fresh tender process even after one year.

19) The Competent Authority reserves the right to call for any missing / additional information from the responding Bidders and shall accept and/or shall reject any or all applications without assigning any reason what-so-ever.

20) The Director, ZTC, Akurdi reserves the right to re-tender the process in case of non receipt of Required number of bids for the Garden Maintenance Bidder for Selection.

PART II

Minimum Eligibility criteria for the Bidder:

The Bidder must fulfill the following minimum eligibility criteria:

- 1) The Bidder may either be an individual or sole proprietorship or one person company or partnership or an incorporated and registered public or private limited company. A Joint Venture shall NOT be allowed to participate in the present Tender process.
- 2) The Bidder must have an Office in Maharashtra State, preferably in Pune District.
- 3) The Bidder must possess at least Three Years of experience in Garden Maintenance and Horticulture work in a reputed firm / organization including Bank, Government Offices, and other (excluding F.Y. 2024-25).
- 4) The Bidder must employ at least 8 persons on its pay roll (1 semi-skilled and 7 unskilled) for providing Garden Maintenance and Horticulture work for ZTC.
- 5) The Bidder must have an Average Annual Turnover of at least 50 **Lakhs**. (Fifty Lakhs only) in three out of the last Four **Financial Years**.
- 6) The Bidder should possess valid (In force) license from the Labour Commissioner under the Contract Labour (Regulation & Abolition) Act, 1970 and maintain the same throughout the term of its engagement with the ZTC.
- 7) The Bidder should possess valid (In force) Employee Provident Fund (EPF) Registration Number under EPF Act 1952 with P.F. Department **and** maintain the same throughout the term of its engagement with the ZTC.
- 8) The Bidder should possess valid (In force) ESI Registration Number under ESI Act 1948 with ESI Authorities and maintain the same throughout the term of its engagement with the Corporation.
- 9) The Bidder should possess valid (In force) GST Registration Number and maintain the same throughout the term of its engagement with the ZTC.
- 10) The Bidder should have obtained requisite permission/ license, duly renewed, if applicable, for providing **Garden Maintenance Services and Horticulture** from concerned department of Central/ State/ Municipal Authorities/ Local Authorities.
- 11) The bids received from Bidders whose Technical Bid(s) were earlier rejected by ZTC, Akurdi on account of fake documents or any other reason shall not be considered.
- 12) The bids received from Individual/ Firm/ Organization including its Partners / Shareholders / Directors who have been blacklisted / prosecuted/ terminated by any departments/ Statutory Bodies anywhere in India or by any Court of Law or had been removed before the expiry of the validity of the contract, shall not be considered.
- 13) The Bidder should neither have rescinded / abandoned/ terminated any Garden Maintenance and Horticulture work contract, awarded by any of his clients before the expiry of stipulated period of contract nor should have been black listed or placed under suspension by any Government, Semi Government or PSU organization(s) / any office of LIC of India, for his / her lapses while providing Garden Maintenance and Horticulture services.
- 14) The Bidder should submit a solvency certificate obtained from a nationalized scheduled bank during last six months before the date of Notice inviting this Tender for at least amounting to Rs. 50 Lakh (Fifty Lakh only).
- 15) The Bidder must not have been, at any time, declared as insolvent or should not be a subject matter of any insolvency proceeding pending before any court of law or should not be convicted for any offence by any authority and should not have been declared “defaulter” in respect of payment of Minimum Wages, EPF, ESIC, GST and other statutory liabilities in

respect of the workmen and no proceeding for attachment be pending or initiated against the Bidder.

- 16) The Bidder must not have been prosecuted or must not have been imposed upon with any penalty / punishment / fine for violation of any Labour Laws by any Labour Authority/ Competent Court.
- 17) The Bidder should not be a sub-contractor to any other entity or person nor should have, at any time, sublet any contract awarded to the Applicant to any other person or Third party.
- 18) The Bidder must furnish appropriate declarations and undertakings as mentioned in the “List of Enclosures” on **Page No. 54 – Annexure XIII** of this Tender Document, while submitting the Tender.
- 19) The Bidder should not have formed or found to be a part of or supported by any “**cartel**” at any time for processing any contract including the present Tender.
- 20) Preference shall be given to those who have experience of rendering similar satisfactory services in Public Sector Undertakings / Central Government / Reputed Firm/ organization.
- 21) The Bidder should not have suffered from any disqualification from rendering Garden Maintenance and Horticulture work at any time including in respect of any matters not enumerated herein.
- 22) The Bidder should not stipulate his/her own conditions or any alternative/ conditional Proposals.
- 23) The Tenders shall be valid for a period of at least six months (180 days) from the date of floating of the tender. If the Tenderer withdraws/ amends/ derogates the tender in any respect during this period of validity of the offer, his services shall be suspended.
- 24) Non-disclosure of relevant information or furnishing of incorrect /untrue information / documents will result in disqualification of the Tender so submitted.

C. Conflicting Relationship of Bidders

Bidders related to one another or managing/having the same business but under different names including shell company, holding company or subsidiary company: shall not submit bids separately under different names. In the event of violation of such condition, the ZTC reserves the right to disqualify each of such Bidders along with forfeiture of the Deposit made by each such Bidder . If the above fact is brought to the notice of the Corporation after the award of the present Tender, then the Contract shall be terminated forthwith without any notice requirements. If the above fact is noticed after the award of the Scope of the Tender then the contract will automatically be terminated and the Security Deposit shall be forfeited / Earnest Money Deposit of each of such Bidder shall be forfeited.

In addition to the above conditions , the ZTC also reserves the rights to blacklist any such Bidders.

D. Cost of Tendering

The Bidder shall solely bear the entire cost associated with the preparation and submission of his / her Tender and ZTC shall not be responsible in any case or liable for these costs regardless of the outcome of the Tendering process.

Earnest Money Deposit (EMD)

Every Bidder is required to remit Earnest Money Deposit of **Rs.131200.00- (One lakh thirty one thousand two hundred only)** in the form of a **Demand Draft** drawn on a Nationalized / Scheduled Bank favouring “Life Insurance Corporation of India” payable at Pune or by **NEFT/RTGS** in the bank account of ZTC. In the event of the Tender being rejected or not being found responsive, the Earnest Money Deposit paid by the Bidders shall be refunded within three months from the Date of Acceptance Letter issued to the successful Bidder without any interest. The Earnest Money Deposit paid by the Bidder is

liable to be forfeited if after submitting the Tender, the Bidder withdraws and / or modifies his / her Tender, or if the successful Bidder fails or neglects to furnish the Security Deposit.

E. Financial Bid

The Bidder shall submit/ upload his / her offer for providing services as specified in the chapter titled “**Terms and Conditions governing the Scope of Tender**” of this Tender Document, by filling in the requisite rates in the **Financial Bid** which is Part- II of this Tender Document on GeM Portal.

F. Scope of Tender

The Bidder whose Tender, upon evaluation of all the Tenders received, is considered as the most suitable i.e. the successful Bidder shall be permitted by ZTC to use the ZTC , Akurdi Premises situated at Plot No.148-149, Nigdi Pradhikaran, Akurdi, Pune – 411044 for the purpose of Garden Maintenance and Horticulture services on contractual basis in consonance and in compliance of the terms and conditions governing the Scope of the Tender and the Contract that may be entered into and for the term as enumerated therein.

G. Security Deposit

The successful Bidder shall have to pay Security Deposit @5% of estimated contract value In the form of a Demand Draft drawn on any Scheduled Bank in favour of “Life Insurance Corporation of India”, payable at Pune or by NEFT / RTGS in the bank account of ZTC within 15 days from the date of issue of the Acceptance Letter as quoted above. The Security Deposit paid by the successful Bidder will be retained with ZTC, Akurdi without Interest and the same shall be refunded to the Contractor upon termination of the Contract, subject to recoveries, if any, towards outstanding dues / charges / compensation /penalties.

Failure of the successful Bidder to comply with this requirement shall constitute sufficient ground for automatic cancellation of the award of the Scope of the Tender and forfeiture of the Earnest Money Deposit paid by such Bidder

Part- III

General Instructions to the Bidders

The Tenders are invited from the interested parties in prescribed format **through GeM portal under Two Bid System** Technical Bid (Part-I) and Financial Bid (Part-II).

I Manner of Submission of Bids:

Tender should be submitted through GeM portal only.

Tenders sent in person or by Post, Courier, E-mail and if inadvertently received will not be considered.

1. Earnest Money Deposit (EMD)(**Exempt For MSME**) in the form of a Demand Draft for Rs 131200.00 (One lakh thirty one thousand two hundred only) drawn on any Nationalized / Scheduled Bank in favour of "Life Insurance Corporation of India", payable at Pune or by **NEFT / RTGS** in the bank account of ZTC, along with KYC Particulars (Copy of PAN CARD and Address Proof) should be submitted. No other form of payment will be accepted for submission of EMD. At the back of the Demand Draft, the name of the Bidder should be clearly written with the caption "EMD for Tender for providing Garden Maintenance and Horticulture work on contractual basis at LIC- ZTC, Akurdi, Pune- 411044. Tenders submitted without EMD shall be rejected.. **The demand draft (if any) to be submitted, at the following address:-**

**The, Asstt. Secretary,
LIC of India - Zonal Training Centre,
"Jeevan Vidya" Plot No 148/149
Sector 26, Nigdi Pradhikaran Akurdi,
Pune – 411044.**

**In case of NEFT / RTGS etc, UTR No and Copy of PAN Card should be sent by email to
wz_ztc@licindia.com
on or before 16.07.2024 - 14.00 PM**

Bank Account Details for NEFT/RTGS as below :

**Bank Name: IDBI Bank , Chinchwad Branch.
IFSC Code No. : IBKL0000522
Account No. : 0522102000047560
Account Type: Current A/C
Beneficiary Name: LIC OF INDIA ZONAL TRAINING CENTRE, AKURDI,PUNE**

2. The Tender Documents, complete in all respects, addressed to '**The Director, LIC of India, Zonal Training Centre (WZ)"Jeevan Vidya", Plot No.148-149, Sector No.26, Nigdi Pradhikaran, Akurdi, Pune – 411 044** should be uploaded on GeM 15/07/2024 up to 14.00 HRS. (Monday) by the Bidder
3. **It may be noted that the submission of the Tender itself shall be construed as acceptance of all the Terms and Conditions of this Tender by the Bidder.**
4. Bidder should qualify for the Eligibility Criteria as stated in the Tender document failing which such bid(s) shall be rejected.

Exemption: Tender fees exempted as per GEM portal conditions.

5. The Director, LIC, Zonal Training Centre, Akurdi reserves the right to accept / reject any or all of the Tenders / applications, in part or full without assigning any reason(s) or cancel the whole process, at his /her sole discretion, without assigning any reason(s) whatsoever.

Corrigendum if any shall be published in our LIC's website www.licindia.co.in under "Tender" section and GeM Portal.

6. The DIRECTOR ZTC, Akurdi may, at his/her discretion shall extend the deadline for submission of the Quotation / Tender by issuing an addendum on our website www.licindia.in and GeM Portal in which case all rights and obligations of the Bidder previously subjected to the original deadline shall be subjected to the extended deadline.

7. A **Pre-bid meeting** shall be scheduled at ZTC, Akurdi at the address given above on 09.07.2024 at 15.00 HRS (**Tuesday**). Any clarification/ modification given by the ZTC, Akurdi after pre-bid meeting shall become a part of original tender, wherever required. Bidders or his authorized representative should attend this meeting and also can inspect the premises on this date.

8. The Tender submitted after the deadline/ extended deadline, if any, for submission shall not be acknowledged / given cognizance to / accepted. The Bidder shall, under no circumstances, be permitted to modify / withdraw his / her Tender, once submitted.

9. The Technical Bids (Part-I) shall be opened on 15.07.2024 at 14.30 HRS (Monday) in the office of ZTC, Akurdi.

Tender once submitted shall be valid for acceptance for a period of Six calendar months from the date of floating.

10. **The Financial Bids (Part-II) of only those Bidders, whose technical bid is found eligible by ZTC, Akurdi, will be opened** at a later date and time which will be informed by ZTC. Only the Tender Opening Committee of ZTC, Akurdi shall open the Tenders. Conditional bids shall be summarily rejected.

11. Prior to the opening of **Financial Bid, the Technical Bid** of each Bidder shall be opened for determination of the following:

- a. Whether the Bidder fulfills the Eligibility Criteria as mentioned in this Tender Document ?
- b. Whether the Bidder has strictly adhered to the procedure laid down for submission of the Tender in accordance with the instructions given to the Bidders in this Tender Document ?
- c. Whether the Tender submitted is duly signed, sealed and whether the rubber stamp of the Bidder's establishment is affixed, wherever prescribed ?
- d. Whether all the requisite documents as per this Tender Document in particular, the "Annexure XIII" are attached ?
- e. Whether the Bidder has paid the Earnest Money Deposit ?

12. In order to satisfy itself about the nature and quality of services rendered by the Bidder, ZTC, (WZ) Akurdi, may depute its Official (s) as authorized representative(s) to visit the institute/ establishments

mentioned by the Bidder. Besides, ZTC may also call for any Original documents/ testimonials for verification submitted by Bidder in support & compliance of technical criteria as laid down in the tender document. It will be mandatory for the Bidder to extend full cooperation to such Officials /representatives of ZTC, Akurdi so that necessary verification is completed without any delay. In case the Bidder fails to cooperate or where, after verification it is revealed that Bidder does not fulfill the criteria as laid down in the Tender Document, the bid would be considered as not-eligible and the financial bid will not be processed further.

13. The Technical Bids of those bidders, where ZTC, Akurdi after its scrutiny/ inspection / Investigation/ verification is satisfied with regard to compliance of technical criteria, as laid down in the Tender Document, will be declared as found eligible.

14. For any queries / clarifications, the Bidders may and are free to inspect the premises of ZTC, Akurdi, at above mentioned address (from 24.06.2024 to 09.07.2024 on Working days only (Between 10.30 HRS & 16.30 HRS) excluding Saturday, Sunday and Holidays, if any, where the services are required to be offered, and / or contact on 020 27653707 / 020 27653709 during the period from 24.06.2024 to 09.07.2024 on Working days only (Between 10.30 HRS & 16.30 HRS) and assess the requirements themselves before submission of the tender.

15) No Corrections/ Alterations/ Overwriting in the Financial Bid shall be accepted.

16) Any Tender/ Bid not complying with requirements/ conditions either wholly or partially is liable for rejection. The Tender/Quotation shall be “disqualified or rejected out-rightly” if the Bidder does not fulfill the terms and conditions as mentioned in the Tender and no communication in this regard shall be entertained.

17) Conditional Tenders / Bids will be summarily rejected.

18) Award of the Scope of the Tender: The Scope of the Tender will be awarded to the successful evaluated Bidder whose Tender/Bid is found as realistic, responsive, reasonable and lowest as a whole for the Garden Maintenance and Horticulture services as per terms and conditions incorporated in this tender document.

19) **Notification of Award of the Scope of the Tender:** Prior to the expiry of the Tender validity period or any such extended period, ZTC, Akurdi will inform the successful Bidder in writing a letter/ E-mail that his/ her Tender / Bid has been accepted.

20) Corporation reserves the right, at its sole discretion, to reject any Tender which is found to be unrealistic and unreasonable.

21) The Corporation also reserves the right to add / alter / modify any / all of the Terms and Conditions of this Tender Document, as also the right to reject any / all of the Tenders received without assigning any reason whatsoever.

22) Bids should strictly be in accordance with the tender terms and conditions and Scope of Work / specifications. Bidders are requested to study carefully all the documents / annexure and understand the conditions and specifications, before quoting the rates and submitting this tender. In case of doubt, written clarifications should be obtained, but it shall not be a justification for request for extension of due date for submission of bids.

23) Bids submitted after the due date and time of closing of tender or not in the prescribed format is liable to be rejected.

24) It shall be understood that every effort has been made to avoid errors which can materially affect the

basis of the tender and the successful vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

25) It is clarified that the movable and immovable properties being granted access is given on as is, where is basis. The applicant is required to satisfy themselves regarding the state of movable and immovable properties. The ZTC shall not be liable for any claims/ loss/ expenses etc. incurred by the applicants in respect of or arising out of the state of the movable and immovable properties.

26) The ZTC reserves the right to seek clarification/ additional documents from the bidders, verify the originals and credentials of the bidders, if required. The Director, ZTC, Akurdi reserves the right to call for any missing / additional information from the responding Bidders

27) The Tenders shall be scrutinized as per evaluation procedure explained in Terms and Conditions. The successful Bidder who has technically qualified for providing Garden Maintenance services shall be notified in writing through a letter / E-mail /on GeM portal.

The Bidders who have technically qualified shall be selected with validity of 2 (Two) years, which may be further extended by 1 (one) year and thereafter further by 1 (one) more year (i.e. 2+1+1), if required on same terms and Conditions and at the rates as mutually already agreed upon. However, Director ZTC, AKURDI reserves the right to scrap the selection and initiate fresh tender process even after one year.

28) The Director, ZTC, Akurdi reserves the right to re-initiate the tender process in case of non- receipt of required number of bids for the Garden Maintenance Bidder for Selection.

29) OTHER INSTRUCTIONS TO THE BIDDERS:

Bidder shall upload all documents and necessary annexures as applicable in the GeM Portal.

All other pages of terms and conditions must be duly signed and rubber stamped by the Bidder before uploading documents in the GeM portal.

Bidder shall remit the Earnest Money Deposit of Rs.131200/- and upload the details of the same in GeM portal or inform by email or letter to ZTC before the due date and time.

Tender Reference No. is “**LIC/WZ/ZTC/Estates/Garden / 2024-25**”

It may be noted that the submission of the Tender itself shall be construed as acceptance of all the Terms and Conditions of this Tender by the Bidder.

**Director ZTC,
Akurdi, Pune**

Part IV

SCOPE OF WORK AND SERVICES TO BE PROVIDED

“CAMPUS” AND “GARDEN” shall mean the following areas inside the premises of LIC ZTC, AKURDI.

- a) All trees, Shrubs and Hedges;
- b) All flower Beds;
- c) Nursery;
- d) Minimum 250 Potted Plants (**priority for native plants**) to be supplied by the **bidder** during the contract period (proportionately for the extended period, if any)
- e) Minimum 3000 seasonal plants and 2000 shrubs (**priority for native plants**) to be supplied by the bidder during the contract period (proportionately for the extended period, if any)
- f) All Jogging Track and Pathways
- g) Garden inside and adjoining the Administrative, Hostel Buildings, Director’s Bungalow, all areas adjoining Officers Quarters- Block A & B, approach route to staff quarters and all buildings and the area inside the Campus including Parking area and surrounding area within the ZTC campus .
- h) All Lawns and Landscapes inside Garden Area, Rose Garden and any landscape which may be developed by ZTC, AKURDI in future.
- i) The ZTC, AKURDI Campus is spread over nearly 6.5 (Six and Half) acres, out of which the area having trees, shrubs and grass is approximately 4 acres. Campus shall mean all the areas within the compound wall constructed by LIC. The bidder shall ensure cleanliness and maintenance in the garden area.
- j) Any other open area in the ZTC CAMPUS which is not enumerated from a to i above, which has trees, shrubs, herbs or lawn.
- k) Supply of Garden soil minimum 2 (Two) truck load of 5 brass each at the cost of Bidder once in every year and whenever requirement is needed by the Competent Authority.

During the period of agreement the Bidder shall be fully responsible for the maintenance of Garden and Campus at the Zonal Training Centre, Akurdi on day to day basis relating to (a) to (k) above.

In addition to above the Bidder shall perform following jobs as per instructions from Competent Authority i.e.

- i)** Developing New Garden Area, by way of plantation and decoration
- ii)** Any other work as may be decided by the Competent Authority.
- iii)** **The details of the jobs to be carried out are as specified below:**

a) DAILY

- i) Watering of all plants including potted plants once a day.
- ii) Cleaning and sweeping of the entire Garden Area as specified above in ZTC Campus and lifting of waste Garbage on Day to Day Basis. Soil to be removed from pathway regularly so that the pathway, does not become slippery especially during rainy season and apply rough fragments of stone or bricks, whenever required .
- iii) Cleaning of the entire jogging track and open area .
- iv) Cleaning of approach road to the Faculty Quarters, daily and with bleaching powder whenever necessary so that the roads are not slippery. Special cleaning care should be taken during monsoon.

Disposal of dry leaves and other wastes outside the campus in coordination with PCMC officials . **The cost of disposal of waste/ dry leaves/trimming etc has to be borne by the Bidder.**

v) Maintenance of Vermi Pit, using compost culture etc.

B Weekly:

- 1) **The Bidder should shred the leaves and grass with the help of Shredder machine (at his own cost) to quickly reduce the volume of waste, recycling them into useful manure which shall be useful for the garden/ plants.**
- 2) **Changing of internal plants in Administrative Building I & II.**

c) FORTNIGHTLY OR WHENEVER REQUIRED:

- i) Cleaning / Maintenance of plants inside building premises.
- ii) Uprooting all weeds and removal of unwanted bushes, wild plants from the area within the campus / Compound wall.
- iii) Loosening the flower beds and soil in pots.
- iv) Cleaning of all drainage lines alongside the campus.
- v) Lawn care including mowing, edging and re-plantation on regular basis
- vi) Maintenance of flowerbeds
- vii) Replacement of dead tree/shrubs/plants within ZTC Premises including potted plants at Bidders own cost.
- viii) Maintenance of Rose Garden by watering, maintaining soil, putting proper fertilizer, pruning, grafting, budding whenever required. Rose Garden is an area frequently visited by participants and therefore requires more care. The Bidder is required to take additional care for maintenance of Rose Garden. The Bidder should maximize the blooming potential of the roses.
- ix) Maintenance of growth, health and appearance of plants/trees. The plants should produce more flowers and fruits.
- x) Making bunds to the plants wherever necessary.
- xi) Providing pots whenever required with replacement of broken/rotation of pots, at Bidder's own cost.
- xii) Providing plant samples whenever required with replacement of deadlants/trees/boganvillea.

d) MONTHLY:

- i)** Washing of all pathways and jogging track with bleaching powder (at bidder's cost) and water, or whenever required or pointed out by the office.
- ii)** Spraying of insecticides, pesticides, fungicides **(ISI Certified / Green Rated) (at bidder's cost)** at least once in a month or whenever required, depending on the condition of the plants and trees located in the campus, provided the gap between two consecutive actions does not exceed forty days. **(Eco-friendly and non hazardous pesticides to be used).**
- iii)** All the hedges, edges, shrubs and bougainvillea should be pruned and shaped whenever required or either monthly.
- iv)** Applying Organic fertilizers / manure **(ISI Certified / Green Rated)** once in a month or even earlier, if needed. **(Good quality organic manure such as compost, mulch, etc, to be used at the Bidder's own cost).**
- v)** **Organic Waste Recycling: Compost landscape waste materials like grass clippings, leaves and pruning and use the resulting compost to enrich soil.**
- vi)** **Apply Integrated Pest Management to minimize pesticide use including use of beneficial insects and release of pheromones to disrupt pest breeding. Any pesticide used must be ISI Certified / Green Rated / Non-toxic or low-toxic.**
- vii)** Stacking of plants and Mulching of beds whenever required.

e) HALF-YEARLY:

- i)** Re-soiling of Pots has to be done at least twice in a year and good quality of soil has to be **provided by the Bidder at his own cost.**
- ii)** Topdressing of soil for plants for weeding out.
- iii)** Tree Branches to be trimmed and pruned to provide vertical clearance, twice a year or whenever necessary or pointed out by the office.
- iv)** Dead Tree / Dead Branches of the tree, to be cut out and removed from the campus or whenever necessary with prior permission the Govt. Authorities.
- v)** Fresh good quality soil / mud and manure to be provided by bidder for all trees and plants at least once a year, where mud gets washed away due to rains. The Bidder should try to prevent washing away of top soil during the rainy season or any time due to water logging or flooding in the campus of the ZTC Akurdi.

II) OTHER JOBS AND CONDITIONS APPLYING TO THE GARDEN MAINTAINCE CONTRACT.

Bidder to provide sufficient labour / workers, supply and maintain proper tools like manual lawn cutter (which must be user friendly and can be electrical or petrol but not diesel), Hedge Trimmer, irrigation system, etc. essential for Gardening, Horticulture, Cleaning etc. Bidder to provide good quality and sufficient quantity of soil, manure, fertilizers, pesticide and machineries etc. required for the said activity at his own cost. All garden tools shall be brought and maintained in good condition by the Bidder at his own cost without charging any extra cost.

The Bidder shall be permitted to use the LIC ZTC, AKURDI Store Room for storing the material required for the garden maintenance purpose only.

Developing and maintaining Rose Gardens, other flower plants in the LIC, ZTC, AKURDI campus, which would include Pruning, shaping, cutting of overgrown bushes and dressing of plants and bushes on a periodical basis.

Planting of long leafy trees, Ornamental plants, Medicinal Plants, Vegetables, fruits etc at Bidder's cost, whenever required.

Any additional lawn and landscaping, which may be carried out in future at ZTC, AKURDI's cost, shall have to be maintained by the Garden Bidder without charging any extra charges.

The Bidder shall instruct his Supervisor to maintain the following in a register for the day to day work in relation to the job assigned at ZTC, AKURDI. The supervisor should submit his time schedule of jobs to be done before commencing the jobs to the ZTC, AKURDI officials.

- **Use of pesticides & insecticides.**
- Application of fertilizer and manure/urea.
- Weeding and loosening of flower beds and soil in pots.
- Top dressing of soil for garden and flowerbeds.
- Trimming the hedges, edges, shrubs, bougainvillea, bushes & trees.

The said Register must be shown to the ZTC, AKURDI officials as and when the jobs are completed.

III TERMS AND CONDITIONS REGARDING DESIRED WORKERS TO BE DEPLOYED BY THE BIDDER:

The number of workers to be engaged by the Bidder must be atleast 8 (eight) persons (including 1 (one) Supervisor who must be semi-skilled, to render impeccable services.

Requirement of Staff: 1 (One) Supervisor- skilled and atleast 7 (seven) Gardner/Worker

- The total number of staff/employee/workers shall be maintained at an adequate number in such a way that is sufficient to manage the activities of maintenance of Garden of ZTC at all times.
- The Bidder shall be responsible for the selection, hiring, assigning and supervising of the personnel engaged by him/ her for the maintenance of the Garden of ZTC Akurdi.
- The Bidder shall provide details of workers, Gardeners, and Supervisors as per the tender requirements and the names of these workers, Gardeners, and Supervisors (Certificate of Qualification) along with their PAN Card and Adhaar Card copies, photographs; date of birth, etc. employed for the above work shall be submitted to LIC, ZTC, AKURDI.
- Name of the supervisor engaged by the Bidder for supervising the functions should be communicated to the ZTC by the contractor and the person so named shall supervise and be accountable for all the services covered by the contract act all time.

(Workers, for all purposes are workers, gardeners and supervisors engaged by the Bidder)

The Bidder shall deploy their workers for jobs and the workers shall consist of such minimum number of workers, Gardeners, and skilled Supervisor as the Bidder feels necessary to deploy for smooth executions of the work to be carried out, after inspecting the site in person and after ensuring that all the jobs as enlisted above can be carried out by them with maximum efficiency and to the maximum satisfaction of ZTC. Carrying out all the jobs detailed in the contract shall be the responsibility of the Bidder and no extra payment shall be made if the Bidder may have to engage additional workers to meet any job requirements mentioned in the terms and conditions of the Agreement.

If at any point during the continuance of the contract it is found that the jobs so carried out are not up to the satisfaction of the Competent Authority owing to either insufficient workers deployed due to improper assessment of the kind of jobs to be performed or due to absence of workers without replacement, or due to the incompetence of the Gardner, Supervisor and workers then '**a penalty**' shall be deducted from the monthly bill as per the **Penalty clause provided in this Tender document.**

The Bidder's staff shall commence work not later than 8.00 a.m. on each working day and shall be on duty at least up to 5.00 p.m. including 1 (one) hour lunch break (1-00 pm to 2-00 pm) from Monday to Saturday. If on any given day, it is found that Supervisor/workers/gardeners are absent from duty or replacement has not been provided within the next 2 days, then, a Penalty may be imposed as per the Penalty Clause provided in this Tender Document, in that particular monthly bill i.e. the facility of workers/supervisor can be availed for not more than 3 days without any replacement. There shall be weekly off on Sunday/s. If required the timings should be adjusted for work to commence earlier and/or end later in the day depending on special occasions whenever arise/are required.

The workers (whether supervisor or worker and hereinafter referred as worker), employed by the Bidder should be adequately literate, strong, healthy and medically fit, alert, polite, courteous and should be able to handle/perform their duties properly. If any dis-courteous behavior of workers is reported by ZTC, Bidder shall replace such worker within 6 working days. The workers employed/engaged by the Bidder shall maintain adequate cleanliness and hygiene. They should be devoid of any disease or ailment. If any worker employed by the Bidder is suffering from any ailment he/she must be replaced by the bidder. Necessary medical check-up must be done once in year from a qualified doctor at cost of the Bidders and copies of the same shall be submitted to the ZTC Office.

Security-guards at the gate/s (main) of ZTC Akurdi Premises will check daily all baggage / material etc. carried by the workers/Supervisor (both male/females) of the Bidder, at the time of entry and exit.

The Bidder shall deploy the workers including relievers on daily basis.

The workers engaged by the Bidder shall wear their respective uniforms of proper fit, which are clean and tidy with badges / or name of the Bidder establishment duly inscribed, mask, throughout, while they remain in ZTC, AKURDI campus. **The cost of the same shall be borne by the Bidder.**

There may be "creepers/reptiles" in and around the campus due to greenery and vast area and hence the Bidder shall provide gum boots & hand gloves to the workers as a protective measure. The Bidder shall also provide rain protective gears and other safety measures to the workers during the rainy season. **The cost for the same shall be borne by the Bidder.** ZTC, AKURDI shall not be liable for any death/medical condition arising to the employees out of the work carried out by them during the course of employment and any cost of liability arising out shall be borne by the bidder.

The Bidder shall ensure that in the course of their activities performed by the workers engaged, do not disturb the officials, participants, campus residents, landscape, garden, plants, trees, shrubs, potted plants, etc.

The Bidder shall employ gardeners, as far as possible, who have experience of landscape gardening or who are trained and disciplined to perform their duties properly.

The Bidder or his workers shall not take away any plants/potted plants/garden materials etc, outside the campus except and if required with the prior permission of the Director ZTC.

LIC ZTC, AKURDI shall accept no claim in the event of any of his contractual workers sustaining any injury, damage or loss to either the person or property either inside or outside the ZTC, AKURDI premises. ZTC, AKURDI shall not be liable for any accident or body injury or loss of life or limb of the workers employed by the Bidder. The Bidder shall take necessary insurance cover at his own cost. If any worker engaged by the Bidder is injured or rendered partially / permanently disabled/indisposed due to any reason like disease, incident / accident, fire, etc., it is the sole responsibility of the Bidder to take care of the worker and pay necessary compensation for such person as per the relevant statutory

labour laws including all medical expenses, legal expenses etc. DIRECTOR, ZTC, AKURDI does not hold any responsibility in this regard whatsoever.

Any of the person deployed/engaged by the Bidder for rendering the abovementioned services shall be in sole employment of the Bidder and Bidder shall be solely and fully responsible for the acts, salaries, wages, remunerations or any other statutory liabilities or other payment of workers due to any Government Authorities etc.. Under no circumstances ZTC, Akurdi shall be liable for any payment or claim or compensation.

The Bidder shall visit LIC ZTC, AKURDI premises to supervise the work performance at least once in a week and also provide a weekly report of the jobs completed after inspection to the office. Payment shall be made only after the submission of such reports every week to ZTC, AKURDI.

IV STATUTORY & MANDATORY CONDITIONS

The Selected Bidder should deposit the full amount of Security Deposit as quoted in the letter awarding contract **within 15** days from the date on which the contract is awarded to him. **Any delay in submission of Security Deposit shall attract a penalty of Rs.1000/- per day from 16th day onwards for a period of 10 days.**

Failure to submit the Security Deposit within the prescribed period even after the permitted period of 10 days of penalty period as given above may result in the forfeiture of EMD.

The Selected Bidder, to whom the final contract shall be awarded, shall enter into SERVICE AGREEMENT subject to the prevailing Laws, **within 15 days** from the date on which the security deposit is deposited by him at ZTC, AKURDI. The Stamp Duty, Execution Cost, etc. shall be borne by the selected Bidder entering into Service Agreement with the ZTC, Akurdi. Failure to execute the agreement and submit the contract may result in the forfeiture of EMD as well as the Security Deposit.

Any Lapse in compliance of clause IV (Statutory & Mandatory Conditions) may also lead to cancellation of selection of the Bidder as the L1 Bidder and DIRECTOR, ZTC, AKURDI at its discretion reserves the right to make alternate arrangements for smooth function of its activities or also to cancel the tender and this decision shall be final and binding on all parties.

The Bidder shall observe, abide, and comply with all the statutory provisions, rules, and regulations as enumerated due to the relevant authorities and any penalties arising out of non-compliance of the same shall be the responsibility of the Bidder. The validity of the Selected Bidder's Firms / concern shall be subject to the continual validity of licenses submitted by them and nonrenewal or expiry of licenses shall automatically construe elimination of the Firm / Concern from a selection of Garden Maintenance Bidder. The Bidder participating in the bidding process shall ensure that all the licenses / certificates/statutory permissions are valid/renewed on the date of submitting quotations. Also all the dues payable to the various Statutory Authorities stand paid on the date of bidding.

The workers should be paid minimum wages and benefits as those prescribed under the **Central Government Minimum Wages Act, 1950**, or **State Government Minimum Wages, 1948 Act** or any other applicable law in force whichever is higher. The workers shall be paid wages/salaries only through NEFT. **The Bidder shall be responsible for the payment of wages and other benefits, to his workers. The Bidder shall have full control of his workers and shall give necessary guidance and direction to carry out the jobs assigned to them by him.**

The Bidder shall be personally responsible for obtaining licenses required for Garden Maintenance and implementing all the provisions of the various statutes that are in force like Provident Fund Act 1952, Workman's Compensation Act 1923, Employees State Insurance Act 1948, Payment of Minimum Wages Act 1950, Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, Child Labour prohibition Act 1986, Any Act or rules or regulations of PCMC (Pimpri Chinchwad Municipal Corporation) or that which may be brought into force from time to time as well as the regulations/rules / bye-laws framed there under and comply with all the directions or orders issued/passed by the PCMC, the Government of Maharashtra, the Union government or other Competent Authorities authorized to issue / pass directions or orders in the matter of the business carried out by the Bidder in the Premises. ZTC, AKURDI shall not be responsible for violation of any of the laws/ rules / regulations to be followed by the Bidder in this regard and if any penalties arising out of non-compliance/s, the Bidder shall be wholly responsible for the such violations and their consequences.

The Bidder shall obtain and shall possess, all licenses and statutory permissions which may be required for conducting his business and pay all the taxes and assessments etc., payable or that becomes payable hereafter to the Government/Municipality or any other authority or any other local body by reason of his conducting business as the Bidder. The Bidder shall produce proof of such payment to the Competent Authority, within 15 days of award of work or commencement of work, whichever is earlier. Validity of the Selected Bidder's Firm /concern shall be subject to the continual validity of licenses submitted by them and non-renewal or expiry of licenses shall automatically construe elimination of the Firm/ Concern from selection of Garden Maintenance Bidder.

(i) In terms of provisions of Section 33(3) of the Insurance Act, 1938, as amended by the Insurance Laws (amendments) ordinance, 2014, Insurance Regulatory Authority of India (IRDAI) is authorized to verify all such books of accounts, registers, other documents and the database in the custody of the Bidder in respect of services outsourced by the LIC of India. It shall be the duty of the Bidder to provide such documents/ statement/ information as may be required by IRDAI within such time as may be specified by the IRDAI.

(ii) In terms of provisions of Section 33(4) of the Insurance Laws (Amendment) Ordinance, 2014, Insurance Regulatory and Development Authority of India (IRDAI), if it considers expedient to do so, may direct any person hereinafter referred to as "Investigating Officer" to make an investigation as specified under Sec. 33(1) or carry out an inspection as specified under Section 33(2) of The Insurance Laws (Amendment) Ordinance, 2014, who may examine on oath any Manager, Managing Director or Other Officer of the service provider or Bidder where the services are out sourced by LIC of India."

At the time of Financial Bid, the selected firms should quote the rate inclusive of all taxes and levies whichever are applicable **but excluding Goods and Service Tax (GST)**. No separate payment shall be considered against these taxes other than Goods and Service Tax. After GST is paid to the bidder by ZTC, it is the responsibility of the bidder to pay the same to the GST Authority and inform the details to ZTC. Therefore, he shall pay the GST, if applicable, to the concerned authorities. The Bidder has to submit the details of the GST registration number. The GST shall be reimbursed subject to mention of the GST Registration Number of Bidder and ZTC, AKURDI on the bill claiming the GST amount. The Successful Bidder may produce proof of payment of the GST along with monthly bill in respect of previous month duly attested by the Bidder. TDS on GST (as per rules) shall be deducted from the bills while making the payments.

The rate quoted should also take into account the expenses towards wages/salaries and allowances, benefits to the workers/employees employed by the Bidder in accordance with Minimum Wages declared by Central/State Labour Commission whichever is higher in respective categories along with other specified periodical benefits, the Employees P.F. Act and E.S.I Act and such relevant acts for the time being in force. No separate payment shall be considered against these taxes/levies/benefits etc. whenever there is any change in the wages components and deduction shall change accordingly. Such future increase/decrease in rates (either Basic rate or Variable DA or other benefits) shall be considered for payment.

The contract shall be renewed after Two Years, if required, on the basis of same terms and conditions and rates as already agreed, by the Director ZTC on the basis of satisfactory performance of the Bidder during the contract period and on compliance of all the statutory compliances as required under the contract.

The Bidder shall be liable to get the Provident Fund refunded from the Provident Fund Commissioner if a worker is terminated or dies or leaves the job for onward transmission to worker/legal heir. This responsibility lies solely with the Bidder. The Bidder shall pay wages to his employed persons as per those prescribed under Central Government Minimum Wages Act or State Government Minimum Wages Act whichever is higher on or before 7th of the following month. It is mandatory that the wages and benefits payable to Resident Manager/Workers is paid in the prescribed time. The Bidder has to submit to ZTC, AKURDI every month the satisfactory evidence of payment of the wages and benefits to the workers.

In case the Bidder does not submit the necessary documents on the due date to the office whereby the payment is delayed, in such cases it is the Bidder's responsibility to make appropriate payment to his Supervisor/Gardner/Workers on due date.

The Security Deposit shall be refunded to the Bidder within 60 days of completion of the contract period (including the extended period of the contract, if any) subject to:

- (i) Submission of a "No Dues" indemnity bond on non-judicial stamp paper of requisite value duly notarized after completion/termination of contract to claim refund of Security Deposit amount. (Annexure VIII)
- (ii) Satisfactory performance of the Contractual obligations, any deduction due on account of Bidder's obligation under the contract and subject to such deductions, as may be necessary for meeting ZTC's claim against the Bidder, deduction of any liability/damages incurred by ZTC, on behalf of the Bidder in the discharge of his obligations under this contract.**
- (iii) This Security Deposit shall not bear any interest of whatsoever kind.

The Contract, after the award of the Contract by the Director ZTC, is between the L1 Bidder and Director / ZTC and the Bidder should not sublet the contract either partially or fully and any such subletting of the contract shall be treated as a breach of contract and liable to termination of the contract.

The pre-contract Integrity Pact executed by the Bidder shall be valid from the date of its signing and extend up to contract period, including extended contract period if any i.e., to the complete execution of the contract to the satisfaction of both ZTC (SERVICE RECEIVER) and the BIDDER (SERVICE PROVIDER). In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the pre-contract Integrity Pact.

If at any stage, it is revealed that the documents/certificates/testimonials submitted by the Bidder are forged or were manipulated, the work order issued to the Bidder shall be canceled and Security Deposit amount deposited with ZTC shall be forfeited without any claim whatsoever on ZTC and the Bidder shall be liable for action as appropriate under the relevant laws.

V OTHER IMPORTANT CONDITIONS

The Bidder shall maintain the premises, other equipments (if provided by ZTC) in good condition, and shall hand over the same in good working condition on termination/expiry of the contract, which shall remain the exclusive property of the ZTC. The Bidder shall make good any loss arising due to any pilferage/ damage to the equipment provided to him/ entrusted to his charge and he shall be liable to compensate/replace/make good the loss to ZTC, in respect of such damage as may be assessed by the Competent Authority.

The Competent Authority is entitled to issue instructions to the Bidder on any matter covered by the contract and for matters not specifically covered herein, yet found necessary in the discharge of the operations of the ZTC. The decision of the Director / ZTC Authority shall be final and binding on the Bidder.

The Bidder shall carry out improvements as may be necessary for ensuring satisfactory services and shall take due notice of complaints from faculty members/ staff/ Garden committee members or the Competent Authority.

The Bidder shall not have any tenancy rights by virtue of entering into an agreement with ZTC. The premises and its facilities shall be utilized by the Bidder only for the purposes as described in the agreement during the validity of the contract.

The Bidder shall attend the meeting whenever called for by the Competent Authority or at least once in a month and abide by the instructions given by the Competent Authority from time to time.

The Bidder shall be personally responsible for ensuring that the terms and conditions including the obligations mentioned in the agreement are duly performed and observed without fail. The Competent Authority in respect of all matters is the Director, LIC ZTC, AKURDI, or any other official authorized by the Director.

Bidder means either the Bidder himself or his Authorised Representative.

The Bidder shall maintain the register for attendance of their employed workers to ensure that the workers are deployed at ZTC for properly carrying out the daily jobs. Copy of this register shall be submitted to the office of ZTC on weekly basis.

VI PENALTY CLAUSES:

If the service rendered by the Bidder is not found satisfactory at any point in time, the Director-ZTC, AKURDI or any Official Authorized by him/her or Administrative/Garden Committee is entitled to withhold the payment against the bidder' bills in part or full or effect cuts in the bill by way of penalty or take any action deemed necessary including Termination of the contract or forfeiture of Security deposit or both actions with due written notice to the Bidder. Any such decision in this matter is binding and final.

The Director, based on recommendation by the authorized officials / Inhouse Committee or at his sole discretion, impose additional penalties as considered appropriate or take any other action as deemed necessary, including termination of the contract with due notice to the Bidder, in case of deficiencies as mentioned in the Terms & Conditions of the contract.

The penalty in all such cases shall be as decided by the Competent Authority and shall be imposed between 1% to 5% of the monthly bill per event per month, as mentioned above and the same shall be deducted from the monthly / pending bills payable to the Bidder or shall be recovered from the bidder.

The above-mentioned reasons for imposing penalties are indicative and not exhaustive. The amount of penalties shall be conveyed to the Bidder whenever the need arises, due to non-compliance of jobs as per contract.

ZTC reserves the right to levy penalty on the Bidder in case it is found that the water and / or electricity are not used reasonably.

All deficiencies other than the above which are not described in the contract or above but related to gardening and horticulture work, shall also attract penalty and deductions towards the same shall be effected without giving any notice or as decided by the Competent Authority, whether mentioned specifically in the contract or not.

VII **INSPECTION OF SITES:**

The Bidder shall visit and examine the site and satisfy as to the nature and correct dimensions of work, the number of workers, gardeners and supervisor required to be deployed, the nature of jobs to be done, etc. He shall also obtain his own information on all matters like **Water Points, Vermi Pit** and any other such related information affecting the execution of the work. No extra charges made in consequence of any misunderstanding or incorrect information on any of these points on the ground of insufficient description shall be allowed. All expenses incurred by the Bidder in connection with obtaining information for submitting the application including visit to site and efforts in compiling the application shall be borne by the Bidder and no claim for reimbursement thereof shall be entertained. **The Bidder should inspect the site in person and ascertain the total strength of workers required to ensure smooth conduct of garden maintenance activities. For any queries they may contact the Assistant Secretary / Administrative officers of the ZTC on telephone no (s) 020 27653702, 020 27653707 or 020 27653709 (Extn:437/422) for guidance and necessary information.**

VIII **PAYMENT TERMS:**

The Bidder shall raise the invoice/ bill monthly within 7 days from the start of the month and the ZTC agrees to pay such invoices/bills within 10 working days of receipt of invoice/bill along with all the required statements /clarifications through NEFT only, provided that the Garden Maintenance Services were satisfactory during the month and subject to deduction on account of Penalties, taxes etc. as applicable.

A deduction of 0.50 % towards water and electricity charges shall be effected from monthly gross bill amount that may be payable to the contractor towards the usage of water and electricity supplied by ZTC Akurdi for Gardening purpose only.

The Bidder shall submit his monthly bill only after payment of wages to his workforce for that billing month. The bills (in duplicate) should be submitted neatly and accurately with details in the manner & format prescribed by the Competent Authority to facilitate speedy checking and prompt settlement by ZTC. Bills found defective are liable to be returned without settlement to the Bidder for re-submission. A consolidated wage sheet showing the salary paid to the workers/ supervisors/ gardeners employed by the Bidder at ZTC, along with details of Salary/allowances and deduction of EPF/ESI etc. should be submitted along with the monthly bill.

Bidder shall submit copies of Bank Passbook / bank statement of workers, in proof of payment of salary for the previous month and the remittance details of EPF / ESI Employees / Employer's contribution for the relevant month, along with the monthly bill of the next month for verification. Only after this, the monthly bill of the next month shall be settled.

The Bidder shall note that Income Tax and GST or such other taxes, levies which fall under TDS shall be deducted from the bills while making the payments.

IX Termination of Contract:

- i)** ZTC reserves the right to cancel or terminate the agreement by giving **one month's notice** (in normal course or earlier if warranted) in writing without giving or assigning any reason(s) thereof and in that event the Bidder shall hand over the peaceful and vacant possession of ZTC premises as provided in the tender. The Bidder shall also hand over all the articles provided to him and no broken items(s) /article(s) shall be taken back which shall be replaced by the Bidder or shall pay the cost thereof/ or such cost thereof shall be recovered from the Security Deposit. The Bidder shall give **Three months advance notice** in case the Bidder desires to terminate the agreement.
- ii)** During the contract period and /or during an extended period the of contract, if the Bidder expresses his inability to fulfill the contract, it shall be treated as breach of Contract and the contract shall be terminated. In such case, the Competent authority reserves the right to:
 - a : Forfeit the Security Deposit submitted by the Bidder and / or.**
 - b : Blacklist the Bidder for two Years and / or**
 - c : Debar the Bidder from participating in any tender process of the corporation for a period of 5 (Five) years.**

Further-

 - a.** In the event of notice of earlier termination by either party, the Bidder shall be obliged to continue providing the Garden maintenance services on the same terms and conditions as provided in the contract, till such time as ZTC is able to make any alternative arrangements or ZTC has agreed in writing to allow the Bidder to discontinue earlier.
 - b.** ZTC shall ensure that all payments due for services rendered by the Bidder till the expiry of the contract or earlier termination of the agreement shall be paid to the Bidder within 60 days thereof after submission of Indemnity bond regarding "no dues" as per the format given in Annexure VIII.

- c. Only in case of termination of contract after successful completion of the contract period / and or extended contract period the security deposit shall be refunded as per Clause IX above. In any other situation as indicated in IX(ii) and IX(iii) the Security deposit is liable to be forfeited.

iii) “The contract is also liable to be terminated by the ZTC, Akurdi in happening of following events:

- a) The Bidder abandons the work
- b) The Bidder assigns or sublets the work in whole or in part there of
- c) The Bidder makes default in proceedings of the work under the contract at any time during the contract period, with due diligence and continues to do so even after a notice is issued by the ZTC, Akurdi.
- d) The Bidder becomes bankrupt or insolvent or goes into liquidation or is ordered to wind up or has a receiver appointed on its assets
- e) The Bidder persistently disregards the instructions issued by the ZTC
- f) The Bidder fails to adhere to the agreed schedule of the work
- g) The information submitted by the Bidder in the Tender is found to be incorrect
- h) The Bidder fails to perform its obligations assigns an insufficient number of workers or violates the provisions as per the terms of the contract.”

Upon breach by the Bidder of any of the terms and conditions governing the contract and/or upon the Bidder failing to comply with the directions/orders issued / passed by the PCMC, the Government of Maharashtra, the Union Government or any other Competent Authorities and/or upon the Bidder failing to comply with the requisitions issued by the ZTCi and / or if in the opinion of the ZTC, the Bidder is not doing the assigned job in a satisfactory manner and/or if the Bidder is adjudicated insolvent and / or fails to make any arrangement with his creditors and / or if any attachment or execution is levied on any of the property of the Bidder, the contract shall be liable to be terminated., with forfeiture of the security deposit.

X DISPUTES & DIFFERENCES:

In case of any dispute, the same shall be referred to the Director/ZTC/AKURDI, and the Director /ZTC/ AKURDI’s decision shall be final and binding on both parties.

Any dispute arising out of or relating to this tender shall be deemed to have arisen in Pune and shall be subject to adjudication of the Competent Court in Pune only.

If any dispute arises out of any transaction/s in any manner that shall be resolved by the sole arbitrator, to be appointed by the Director, ZTC/AKURDI and the Bidder undertakes that he shall accept such appointment and the award given by the arbitrator on him shall be final and binding on the parties. **Pune shall be the area of jurisdiction for all disputes.**

XI INDEMNITIES AND OTHER PROVISIONS

The Bidder shall indemnify the ZTC and keep the ZTC indemnified fully and without limit against all costs, claims, damages, expenses, fines, losses, liabilities, and penalties including attorney's cost, expenses accruing, incurred or suffered by the ZTC directly or indirectly arising on account of:

- (a) Failure of the Bidder to perform any of its obligations under this Agreement, in accordance with the provisions of this Agreement;
- (b) Any claim from any Statutory Authority or any employee/s or agent or employee/s of the Bidder with respect to the terms of service of the employee/s, agent/s, arising in relation to non-compliance by the Bidder;
- (c) Any act, commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this agreement by the Bidder /its employees/agents;
- (d) Any robbery, theft, extortion, misappropriation or accident in relating to any assets or properties or documents or instruments of the ZTC which are, or are deemed to be, in the custody of the Bidder, and
- (e) Any and all adverse claims of whatsoever nature made on the ZTC, by the workers.

ZTC in its sole discretion, shall determine the amounts payable by the bidder, in terms of these provisions. Same will be deducted from the future payments to be made to the Bidder.

The Bidder shall cooperate fully in defending any claim/s by any local, state or central authority against the ZTC, with respect to any levies, taxes, duties, fines and/or penalties etc, due and payable by the Bidder and shall indemnify the ZTC fully and without limit, against the same. This provision shall remain till the termination of the contract.

The Bidder shall agree to indemnify and not hold ZTC responsible for any loss, claim, damage, costs or expenses of any kind including reasonable attorney's fees, to which the ZTC, may be subjected by virtue of a breach of any of the representations and/or warranties set out in this **clause**.

Notwithstanding any other provisions of the contract, in no event shall the ZTC be liable to the Bidder for loss or profits of revenues, indirect or consequential or any other damages arising out of or in connection with the services, materials or assistance provided by the bidder under the contract.

XII: Declaration to be submitted by the bidder:

DECLARATION

I/We being the representative of M/s. _____
and also authorized to act as representative of the said vendor have read all the above
stipulated terms and conditions (Clause I to XII) and the Annexure I to XVII for selection as
Garden Maintenance Bidder in ZTC, AKURDI premises.

I/We here by submit that I/We have understood the stipulated terms and conditions and
wish to apply on the necessary Pro-formas Annexure I to XVII for the Garden Maintenance
contract.

I /We understand that if any false information is found at a later date, any future contract
made between our self and ZTC on the basis of information given by me / us can be treated
as invalid by the ZTC and I /We shall be solely responsible for the consequences.

I / We unconditionally accept Terms and Conditions mentioned in the Application Document
and attach the same duly executed by me/us.

I /We agree that the decision of the ZTC, in the selection of the bidder shall be final and
binding on me / us.

All the Information furnished by me hereunder is correct to the best of my / our knowledge
and belief.

I /We agree that I /We have no objection if enquiries are made about the work performance
with clients mentioned in Annexure III / IV.

(Signature of the Bidder)

Name : _____

Designation of the Bidder : _____

Seal of the Bidder

Place: _____

Date : _____

Annexure I

Application Form of Tender (to be filled in by the Bidder)

To
The Director,
L.I.C. of India - Zonal Training Centre,
“Jeevan Vidya”, Plot No: 148-149, Sector26,
Nigdi Pradhikaran, Akurdi, Pune 411044.

Sir,

Re: Tender for providing Garden Maintenance and Horticulture Work at ZTC, Akurdi

Pursuant to your Notice inviting Tender dated 24.06.2024 for providing Garden Maintenance and Horticulture Work in the premises of ZTC, Akurdi, and the Eligibility Conditions, Scope of Tender, Terms and Conditions and all other requirements as mentioned in said Tender Document, I / We whose names and signature is / are given appended herein below representing the Entrepreneurial Establishment whose Stamp / Seal is also affixed herein below hereby submit my / our Application for selection as your contractor to provide Garden Maintenance and Horticulture Work in ZTC, AKURDI.

NO	PARTICULARS – GENERAL INFORMATION	
1	Name of the Establishment	
2	Status: Whether Proprietary / Partnership Firm / Private Ltd. Co. /Public Ltd. CO. (Copy of Partnership Deed / Memorandum of Association , as the case may be, to be submitted)	
3	Date of Establishment / Incorporation (Copy of Certificate to be enclosed)	
4	Address, Telephone No., E-mail ID, of Registered Office.	
5	Address, Telephone No., E-mail ID, of Local Office.	
6	Names of Proprietor /Director /Partners(as the case may be)	
7	Name, Designation and Phone no. of persons authorized to sign the documents on behalf of the Company/Firm /Proprietary Concern(Authorization certificate to be enclosed)	
8	Name, Designation and Phone no. of Representatives authorized to manage business on behalf of the Company/Firm /Proprietary Concern(Authorization Certificate to be enclosed)	

9	Vendor Registration No./ Vendor A/c No.	
10	Total Number of Permanent Employees	Supervisor/Manager / Gardner / Workers
11	Name of Clients along with number of persons to whom Garden Maintenance services are being provided by you at present.	Separate sheet to be enclosed as per Annexure IV & IV (a) for each client

INFORMATION RELATED TO ELIGIBILITY CRITERIA FOR SELECTION		
12	Minimum 3 years experience of providing Garden Maintenance Services (Letter of recommendation from past clients to be submitted).	State YES or NO
13	At least one running contract with PSU, Government or reputed companies. Submit copy of work order.	State YES or NO
14	Do you agree to keep Application open for Six months from due date of submission -	state YES or NO
15	Name of the Bankers with Telephone No. and Address (Bank Solvency Certificate to be submitted) and a copy of cancelled cheque.	
16	Whether Co./ Partnership Firm / Proprietary Concern is Registered. (Copy of Registration /License to be enclosed)	<License number>
i	Mumbai / Maharashtra Shop and Establishment Act,1948 (Date of Validity) Copy to be attached.	
ii	Contract Labour (Regulation & Abolition) Act,1970 (if applicable)	
iii	Employees State Insurance Corporation Act 1948 (Compulsory)	
iv	Employees Provident Fund Act,1952 (Compulsory)	
v	GST Act/GST No (Compulsory)	
vi	PCMC Act, if applicable	
vii	PAN NO. (Copy of PAN card to be enclosed)	
viii	Give details of Policy under Workman's Compensation Act 1923 for location if Workman's compensation is not covered under ESIC.	
17	Whether all the Statutory Registration / requirement as directed by Govt. Authorities to run such kind of business have obtained/fulfilled	
18	Average Annual Turnover (Minimum ₹ 50Lacs) during the three out of last four financial years (enclose copies of Three out of last four Years audited financial statements viz. Balance Sheet, Profit & Loss Account and IT returns). There shall be no loss in three of the last four financial years.	
19	Have you complied with provisions of Child Labour Act 1986 (Submit Certificate/Declaration on Letter head)	
20	Do you comply with provisions of Central Government Minimum Wages Act 1950 and State Government Minimum Wages Act (Whichever is higher to be paid for our site)	

21	Have you entered in Joint Venture with any other Proprietary Concern /Partnership Firm or Co. for submitting this Application	YES/ NO
22	Have your Company /Firm been under litigation or any other action has been initiated by any authority for violation of any provisions of Law or have you been black listed by any Organization.	YES/ NO
23	Do you agree with all Terms and Conditions and enclosed the same with Application form duly executed.	YES/ NO
24	Application fee Not applicable for GEM)	Not applicable for GEM
25	Have you submitted details of payment of EMD Rs.1,31,200 by Demand Draft / NEFT / RTGS ? Give details:	DD No /UTR No: Date of DD/UTR:
26	Have you submitted Declaration as per Annexure V	YES/ NO
27	Have you submitted Details of existing clients as per Annexure IV & IV (a) ?	YES/ NO
28	Have you submitted Undertaking as per Annexure III	YES/ NO
29	Do you own and maintain a nursery ?	YES/ NO

I / We have inspected the entire premises, at Zonal Training Centre, Akurdi as per schedule -1 and I am / we are satisfied that the ZTC premises is appropriate & meets the requirements to provide Garden Maintenance and Horticulture work.

I/We agree to keep my/our Tender open for acceptance **for a period of six months** after the last date of receipt of the Bid and I/we further agree not to revoke my/our Tender at any time during the said period of six months.

I/We hereby declare that I/ we have read and fully understood the terms relating to submission of the Tender and I / we hereby state that my / our Tender be evaluated for considering its responsiveness only if I/we have submitted my/our Bid in consonance and in compliance of the terms relating to the submission of the Bid as enumerated in your Tender Document dated **25.06.2024**

I / We hereby state, declare and undertake that if my / our Tender is considered as the most responsive and I am / we are declared as the successful Bidder, I / we shall provide Garden Maintenance and Horticulture work at the rate quoted by me/we in the Financial Bid.

I / We hereby state, declare and undertake that on being declared as successful Bidder, I / we shall provide Garden Maintenance and Horticulture work in consonance with and strictly in compliance to the terms and conditions governing the Scope of the Tender.

I / We hereby state, declare and undertake that on being a successful Bidder, execute the Contract Agreement as and when called upon to do so within the period as stipulated therein.

As required in the Tender Document, I / we have submitted the Demand Draft (s) for / Paid by NEFT / RTGS, the Earnest Money Deposit of Rs 1,31200/-

I / We do, hereby state and declare that I / we, whose name and signature/s is / are given / Appended herein below [representing the Establishment whose Stamp is also affixed herein below have neither filled in this Bid under any other name or under the name of any other Establishment otherwise nor I am / we are, in any way, related or concerned with the Establishment or any other Entrepreneurs who have filled in the Application / Tender for providing Garden Maintenance and Horticulture work to ZTC, Akurdi.

I/We have filled in the Bid and submitted my/our Bid with the full knowledge of the liabilities and therefore, I/we shall not raise any objection or dispute in any manner relating to any action taken, including forfeiture of the Security Deposit and / or Blacklisting our Establishment which I / we represent, for having given any information, which is found to be incorrect and flouting the instructions / Terms and conditions enumerated in the Tender.

I / we hereby state & declare that I / we, whose name (s) &signature (s) is / are appended below, have not been prematurely removed from any Organization / Firm nor have abandoned any Garden Maintenance and Horticulture work contract.

I / We further agree and undertake that in the event of it being revealed subsequently (after the Scope of the Tender is awarded to me / us that any information given by me / us in this quotation is false / incorrect. I/ we shall compensate the ZTC for any such losses or inconvenience caused to the ZTC in any manner and will not resist any claim for such compensation on any ground whatsoever.

I/We further agree and undertake that in the event the Scope of the Tender is terminated for the reason(s) enumerated in the “Terms and Conditions governing the Scope of the Tender”, I / we shall not claim any amount by way of damages or compensation.

I / We hereby state, declare and undertake that on being a successful Bidder, I / we shall deposit the Security Deposit within the stipulated period of 15 days from the date of awarding the contract to me / us, and execute the Contract Agreement within the period as stipulated therein.

2) I / We have filled in the Bid and submitted my / our Bid with the full knowledge of the liabilities and therefore, I / we shall not raise any objection or dispute in any manner relating to any action taken, including forfeiture of the Security Deposit and / or Blacklisting, for having given any information which is found to be incorrect and flouting the instructions enumerated in the Tender.

I/We further declare that I/we have fully read and understood the entire Tender Document consisting of 60 pages and the contents thereof and I / we agree to comply with all the Terms and Conditions mentioned therein in letter and spirit.

In witness of what is stated hereinabove, I / we have put my / our respective signature along with the Rubber Stamp of the Establishment which I / we represent on this _____ day of 2024

Place:

Rubber Seal/ Stamp of the Proprietary
Firm / Partnership Firm/Company

Signature of the Proprietor(s)/
Partners / Director of Company

ANNEXURE II

***Recent
self-attested
Color
photograph
Of the Bidder

B I O – D A T A FORM to be filled in by the Bidder

NAME OF THE BIDDER/s : _____

DATE OF BIRTH(*): _____ SEX : M / F

EDUCATIONAL QUALIFICATION: _____

DESIGNATION : _____

LOCAL ADDRESS / RESIDENCE _____

TELEPHONE NUMBER _____

LOCAL ADDRESS OFFICE _____

TELEPHONE NUMBER _____

PERMANENT ADDRESS(**) : _____ (RESIDENTIAL)
PERMANENTADDRESS

(HEADOFFICE) _____

OFFICE TELEPHONENO: _____ MOBILE NO _____ :

e-Mail ID / Office Fax No : _____

Name & Signature of the Bidder/s with Seal/ Stamp of his/her establishment.

(*) Proof such as self-attested photo copy of School Leaving Certificate, Birth Certificate, Passport, Driving License / PAN Card is to be attached.

(**) Proof such as self-attested photocopy of Ration Card / Passport / Bank Pass Book/ Aadhar Card/ Electricity Bill (not more than 2 months old) / Telephone Bill (not more than 2 months old) to be attached.

(***) Recent colour photograph of the bidder/s/partners are to be self attested & affixed.

ANNEXURE III

COMPLIANCE UNDERTAKING BY THE BIDDER - Duly Notarised

Sub: Tender to Provide Garden Maintenance and Horticulture work on Contract at ZTC, Akurdi

I/We, _____ authorized representative of _____ being Indian Company/Proprietary Firm/Partnership Firm, registered under _____, bearing registration number _____ do hereby solemnly affirm and state as under :-

I/We certify that, I/We have read and understood the terms and conditions of the Complete Tender document (Technical and Financial Bids), including the Notice inviting Tender, Eligibility Criteria, Instructions to Bidders, General Conditions, scope of work and all Annexures attached thereto and forming a part of the Tender document. (consisting of **60 pages**), the terms & conditions of the contract to be entered and I/We undertake to abide by the terms and conditions as laid down in the Tender document including the Annexures & Schedules as stated above if the Scope of Tender is allotted to me/us.

I / We unconditionally accept the General Terms and Conditions and confirm that Annexure I to VI are duly executed by us. I / We state that ZTC, Akurdi shall consider my / our application on the basis of the statement made by me / us in this Undertaking.

I / We agree to keep my / our Application open for acceptance for a period of Six Calendar Months after the last date of receipt of the Application for technical bid and I / We further agree not to revoke my / our Application at any time during the said period of Six Calendar months.

I/We undertake that it is my/our responsibility, being the employer in relation to persons engaged / deployed by me/us to provide the services/activities under this Tender, to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages prescribed under the Minimum Wages Act,1948 as notified/revised by Chief Labour Commissioner(Central), Ministry of Labour & Employment, Government of India or as fixed by Labour Department, Government of Maharashtra, or any other statutory local Authority, whichever is applicable and to make Payment of compensation for Overtime / weekly off / National holiday / any other holiday as applicable and amended from time to time.

I/We will also comply with the requirements of various statutes, relevant to this contract, such as Contract Labour (Regulation and Abolition) Act, 1970, Contract Labour (R & A) Rules, 1971, EPF Act 1952, ESI Act 1948, Child Labour (Prohibition & Regulation) Act 1986 as applicable and as amended from time to time and or any other Rules framed there under from time to time by the Central or State Government and or any other authority constituted by or under any law, for the category of persons deployed by me/us.(such as GST etc.)

I/We also have a valid License under Contract labour (R & A) Act, 1970, if applicable, to engage contract labourers / I / We shall obtain relevant Certification from Labour Department (if applicable) for providing Campus Maintenance and Garden Development at LIC ZTC, AKURDI within stipulated time.

I / We hereby state that my / our Application be evaluated for considering its responsiveness only if I / We have submitted my / our Application in consonance and in compliance of the terms relating to the submission of the Application as enumerated in the Tender Document.

I/We_____have filled in the Application and submitted my / our Application with the full knowledge of the liabilities and therefore I / We shall not raise any objection or dispute in any manner relating to any action taken, like imposition of Penalty and / or Blacklisting action, for giving any information which is found to be incorrect and against the instructions given in the Application /Notice for selection.

I / We further state that the information sought by the ZTC, Akurdi in these documents are true and correct and any information if found to be incorrect, shall make the contract liable to be repudiated. Further, I / We accept that in such cases, Earnest Money Deposit and /or Security Deposit shall be forfeited.

I / We hereby state, declare and undertake that on being declared as Successful in the Financial Bid, I / We shall provide the Garden Maintenance Services in consonance and in compliance of the terms and conditions and commence services as per the Terms and Conditions, as accepted above, within 10 (Ten) days calculated from the date of receipt of your notification of award.

Solemnly affirmed at _____ this _____ day of _____ 2024

Signed Before me

Signature of the Notary:

SEAL of the Notary

Signature of Bidder / Authorised Person of the Bidder

Name of Signatory

DESIGNATION of Signatory:

ANNEXURE – IV

DETAILS OF EXISTING CLIENTS:

Details of Garden Maintenance/ Garden Development work already done in the Three financial years:
(Additional sheet on the Bidder's letterhead to be enclosed in the following format, if the space provided below is insufficient)

Description of the work	Full Name & Postal Address and Phone numbers / e-mail IDs of clients	The annual value of the Contract	Period of Contract	Number of Supervisors/Gardeners/ Workers deputed for the said client.

Note: Bidder to enclose copies of work orders from the Date of Commencement till the date of Completion in case of contracts financial year _____ and also for present running contracts on the clients letter heads.(copies of work orders to be given).

ANNEXURE - IV (a)

**SUMMARY OF BIDDER'S FINANCIAL DATA FOR LAST THREE FINANCIAL YEARS
(Self-Attested Copies of Audited Profit and Loss account and Balance Sheet to be enclosed)
Any three out of the last four financial years**

FINANCIAL YEAR	ANNUAL TURNOVER (Rs. in LAKHS)	PROFIT BEFORE TAX (Rs. in LAKHS)	TAX PAID Rs	REMARKS IF ANY
2020-2021				
2021-2022				
2022-2023				
2023-2024				

I/ We hereby declare that all the details above are true and correct to the best of my/our knowledge.

Rubber seal/ stamp of the Establishment

Signature of the Bidder

Annexure V

Declaration regarding non-participation of Employees of ZTC or near Relatives of Employees of ZTC in the Tender

I/We/Our Organization, including our Partners/Share holders/Directors hereby Certify that none of my/our relative(s) is/are employed in ZTC, Akurdi.

In case at any stage, it is found that the information given by me/us is false/incorrect, ZTC, Akurdi shall have the absolute right to take any action as deemed fit without any prior intimation to me/us.

Place: _____

Date: _____

**Name and Signature of the Bidder/s with
Stamp/ Seal of his/her establishment**

ANNEXURE VI

LICENSE AND REGISTRATION PARTICULARS OF THE BIDDER

License/ Registration Particulars with various Statutory / Government Agencies for carrying out Garden Maintenance Services in the State of Maharashtra:

SNO	Issuing Authority	Name of the License	License Registration Number	Date of Issue	Date of Expiry

I/ We hereby declare that all the details above are true and correct to the best of my/our knowledge.

Copies of Licenses attached herewith.

Signature of the Bidder

Place:

Date:

Seal

ANNEXURE VII

AFFIDAVIT on Non-Judicial Stamp Paper of Rs.500 regarding NON-BLACKLISTING / PROSECUTION / TERMINATION and Duly Notarized

I / We hereby depose that neither me nor my / our Organization (name of the Organization)

including our Partners/ Shareholders / Directors have ever been blacklisted / debarred from Trade by Central /State Government Department / PSU or prosecuted / Contract terminated/ before the expiry of the validity of the contract by any Organization/ departments/ Statutory Bodies in any State or by any Courts of Law for lapses while rendering the services nor I/We have rescinded/ abandoned any Garden Maintenance and Horticulture work Contract awarded by any of my clients before the expiry of stipulated period of contract and that I/ we have no criminal antecedent and no person with criminal antecedent shall be placed on duty in ZTC Akurdi,.

I / We confirm that that no advisory /directives/warnings have been issued on us, by Government Authority or any Organization during last three Financial Years and no litigation is pending nor any State or by any Courts of Law have penalized me/us for violation of any rules.

Place:

Date:

Witness:

Signature:

Full Name in Block Letters:

Address:

Signed Before me

Signature of the Notary:

SEAL of the Notary

Signature of Bidder / Authorised person of the Bidder

Name & Designation of the Signatory

SEAL of the Signatory:

**ANNEXURE VIII
NO DUES CERTIFICATE**

(To be submitted when the contract is cancelled/Terminated/Completed for refund of Security amount)

**DEED OF INDEMNITY EXECUTED IN FAVOUR OF THE LIFE INSURANCE CORPORATION OF INDIA, ZTC, AKURDI
(On Non Judicial Stamp Paper of Rs.500/-duly notarized)**

This deed of indemnity executed on _____ at Pune by/on behalf of (Name and address of the Garden Maintenance Bidder favouring **Zonal Training Centre, Akurdi, "JeevanVidya", Plot No 148/149, Nigdi Pradhikaran, Pune-411044** (Herein referred to as the Director) having their office at ZTC, Akurdi, LIC of India, **"JeevanVidya", Plot No 148/149, Nigdi Pradhikaran, Pune-411044** witness as follows:

1. The Bidder had been working for the Director-ZTC, AKURDI, at Pune for Providing Garden Maintenance Services w.e.f. _____.
2. The Bidder had made a Security deposit of Rs _____ only for providing Garden Maintenance Bidder.
3. The Contract for providing Garden Maintenance Services on contractual basis has been completed by me on _____ or the contract has been Terminated / Cancelled by the Director/Bidder w.e.f. _____. (Strike off whichever is not applicable)
4. We have paid all dues of the workers engaged by us in ZTC, AKURDI for the aforesaid Garden Maintenance Contract and have also paid all the bills of the materials purchased from various vendors/suppliers during the period of the Garden Maintenance Contract.
5. The Bidder having satisfied the ZTC, AKURDI that there are no outstanding dues of any sort and also that he has not caused any damage to the property of the ZTC, AKURDI and on the request of the Bidder the ZTC, AKURDI has agreed to refund the aforesaid Security deposit of Rs.

_____ (Rupees _____ Only).

6. Now in the above premises and in consideration thereof Bidder agrees and undertakes as follows:
 - a) In the event of any dues to the workers found to be still unpaid or any amount found outstanding to the supplier of goods and articles purchased for the purpose of aforesaid Garden Maintenance Contract as provided to ZTC, AKURDI or in the event of any damage, breakage or any other injury to the property of the ZTC, AKURDI caused by the Bidder or his workers, the Bidder shall, on being required by the Director, pay and make good all those dues or damages forthwith.
 - b.) In the event of delay or failure to pay or make good any amount in the above connection which the ZTC, AKURDI has to pay or make good any such bills or incur any expenses or defend any proceedings with regard to the above, the Bidder (Name of the Bidder) _____ hereby undertakes to indemnify the ZTC, AKURDI against all claims, demands, expenses, losses, proceedings and all liabilities of whatsoever nature.

7. We hereby confirm that we have complied with our all statutory duties and obligations as mentioned in the Tender, Agreement as well as various statutes as applicable to the Contract labour.

8. We also confirm having remitted all statutory deposits, as applicable, to the concerned authorities

The Service Provider shall cooperate fully in defending any claim/s by any local, state or central authority against the Corporation with respect to any levies, taxes, duties, fines and/or penalties etc. due and payable by the Service Provider and shall indemnify the Corporation fully and without limit, against the same. This provision shall survive the termination of this Agreement.

In witness whereof the Bidder has signed this deed of indemnity at the place and date above mentioned in presence of following witness:

Witness 1:

1. Signature:

Name:

Address:

Witness 2:

Signature:

Name:

Address:

Signature of the Bidder
SEAL of the BIDDER

Place:

Date:

Annexure IX

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this day of the month of2024, between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri..... (Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/Item/Service) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and

WHEREAS the BIDDER/Seller/Service Provider is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the LIC Act 1956.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distorting impact of corruption on public procurement, and

Enabling BIDDERS/Sellers/Service Providers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

1. Commitments of the BUYER

- 1.1** The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the “**Chief Vigilance Officer**” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favor or disfavor to any person in relation to the contract of any other contract with the Government.

3.3 Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.

3.4 BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.

- 3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10**The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11**The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12**If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.
The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- 3.13**The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- 3.14**The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4.0 Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

- 5.2** The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3** The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

6. Independent Monitors:

- 6.1** The BUYER has appointed (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
Name, address,email of the Monitor:
Shri.Arun Chandra Verma , IPS (Retd.)
Flat No.C-1204 , C Tower , Amrapali , Platinum Complex
Sec -119 , Noida (UP)
Emai: acverma1@gmail.com
Mobile (+91)8130386387
- 6.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.
- 6.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5** As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the **Executive Director (E&OS), LIC.**

6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LIC and recuse himself / herself from that case.

6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to the **Chairman, LIC** within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

6.9 If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

7. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Changes and supplements as well as termination notices need to be made in writing.

Annexure X

Details of Garden Maintenance and Horticulture work done in Last 3 Financial Years by The Bidder

Year	Description of work	Full Name, Postal Address & Phone nos of Client/s	Annual Value of Contract	Date of Commencement of work	Period of Contract
2020-21					
2021-22					
2022-23					
2023-24					

(Any three of the last four financial Year details to be furnished. Additional sheet may be enclosed if the above space is insufficient.)

Place:

Name of the Bidder

Signature of the Bidder

SEAL of the Bidder

DATE

Annexure-XI

The details of Periodical jobs to be done as specified below:

1	DAILY	<p>1) Watering of all plants including potted plants once a day</p> <p>2) Cleaning and sweeping of the entire Garden Area as specified above in ZTC Campus and lifting of Garbage on Day to Day Basis. Soil to be removed from pathway regularly so that the pathway, does not become slippery especially during rainy season and apply rough fragments of stone or bricks, whenever required</p> <p>3) Cleaning of the entire jogging track and open area</p> <p>4) Cleaning of approach road to the Faculty Quarters, daily and with bleaching powder whenever necessary so that the roads are not slippery. Special cleaning care should be taken during monsoon.</p> <p>5) Disposal of dry leaves and other wastes outside the campus in coordination with PCMC officials. The cost of disposal of waste/ dry leaves/trimming etc. has to be borne by the Bidder.</p> <p>6) Maintenance of Vermi Pit, using compost culture etc.</p>
2	WEEKLY	<p>1) The Bidder should shred the leaves and grass with the help of Shredder machine (at his own cost) to quickly reduce the volume of waste, recycling them into useful manure which shall be useful for the garden/ plants</p> <p>2) Changing of internal plants in Administrative Building I & II.</p>
3	FORTNIGHTLY OR WHENEVER REQUIRED	<p>1. Cleaning / Maintenance of plants inside building premises.</p> <p>2. Uprooting all weeds and removal of unwanted bushes, wild plants from the area within the campus / Compound wall.</p> <p>3. Loosening the flower beds and soil in pots.</p> <p>4. Cleaning of all drainage lines alongside the campus.</p> <p>5. Lawn care including mowing, edging and re-plantation on regular basis</p> <p>6. Maintenance of flowerbeds</p> <p>7. Replacement of dead tree/shrubs/plants within ZTC Premises including potted plants at Bidders own cost.</p> <p>8. Maintenance of Rose Garden by watering, maintaining soil, putting proper fertilizer, pruning, grafting, budding whenever required. Rose Garden is an area frequently visited by participants and therefore requires more care. The Bidder is required to take additional care for maintenance of Rose Garden. The Bidder should maximize the blooming potential of the roses.</p> <p>9. Maintenance of growth, health and appearance of plants/trees. The plants should produce more flowers and fruits.</p> <p>10. Making bunds to the plants wherever necessary.</p> <p>11. Providing pots whenever required with replacement of broken pots, at Bidder's own cost.</p>

		12. Providing plant samples whenever required with replacement of dead plants/trees/bougainvilleae.
4	MONTHLY	<p>1. Washing of all pathways and jogging track with bleaching powder and water, or whenever required or pointed out by the office.</p> <p>2. Spraying of insecticides, pesticides, fungicides (ISI Certified / Green Rated) (at bidder's cost) at least once in a month or whenever required, depending on the condition of the all plants and trees located in the campus, provided the gap between two consecutive actions does not exceed forty days. (Eco-friendly and non hazardous pesticides to be used).</p> <p>3. All the hedges, edges, shrubs and bougainvillea should be pruned and shaped whenever required or either monthly.</p> <p>4. Applying organic fertilizers / manure (ISI Certified / Green Rated) once in a month or even earlier, if needed. (Good quality organic manure to be used at the Bidder's own cost)</p> <p>5. Organic Waste Recycling: Compost landscape waste materials like grass clippings, leaves and pruning and use the resulting compost to enrich soil.</p> <p>6. Apply Integrated Pest Management to minimize pesticide use including use of beneficial insects and release of pheromones to disrupt pest breeding. Any pesticide used must be ISI Certified / Green Rated / Non-toxic or low-toxic</p> <p>5. Stacking of plants and Mulching of beds whenever required</p>
5	HALF YEARLY	<p>i) Re-soiling of Pots has to be done at least twice in a year and good quality of soil has to be provided by the Bidder at his own cost.</p> <p>ii) Topdressing of soil for plants for weeding out.</p> <p>iii) Tree Branches to be trimmed and pruned to provide vertical clearance, twice a year or whenever necessary or pointed out by the office.</p> <p>iv) Dead Tree / Dead Branches of the tree, to be cut out and removed from the campus or whenever necessary with prior permission the Govt. Authorities.</p> <p>v) Fresh good quality soil / mud and manure to be provided by bidder for all trees and plants at least once a year, where mud gets washed away due to rains. The Bidder should try to prevent washing away of top soil during the rainy season or any time due to water logging or flooding in the campus of the ZTC Akurdi.</p>

Annexure XII

**BILL PROCESS AND DOCUMENTS
FOR MONTHLY WAGE BILL**

The following details have to be provided on a monthly basis with proof of payment. The Format in which the same is to be submitted shall be made available to the Successful Bidder at the time of Entering into Agreement.

Sr No	Requirement	Timeline	Information Required	Support Documents
1	Bill for Charges	To be raised monthly	<p>Following information is required in the bill:</p> <ul style="list-style-type: none"> a. Bill No/date clearly written b. Billing Rate GST Number of both parties. c. PAN Number d. Any other information prescribed by ZTC 	<ul style="list-style-type: none"> a. Declaration of the monthly payments made by the Bidder. b. Wages receipt sheet of that month on the format prescribed as per Annexure –XIV & XV With NEFT details. c. Report of all jobs carried out. d. Photo copy of challan of previous month in respect of EPF, ESI and GST duly deposited with the appropriate authority (Employers and Employees contribution) along with list Workers bearing PF/ESI number, their individual amount of EPF/ESI deposited (Employers and Employees share). The challan should not include the EPF/ESI contribution of the other firms of the Bidder. Any other document as required by ZTC, AKURDI

Annexure XIII

List of Documents to be attached by the Bidder with Technical Bid

1. Annexure I: Application Form of Tender (to be filled in by the Bidder)
2. Annexure II: B I O – D A T A FORM to be filled in by the Bidder
3. Annexure III: Compliance Undertaking by the bidder duly Notarised
4. Annexure IV & IV (a) : Details of Bidders Existing Clients and Financial Data of last 3 years
5. Annexure V: Declaration regarding non-participation of Employees of ZTC or near Relatives of Employees of ZTC in the Tender
6. Annexure VI: LICENSE AND REGISTRATION PARTICULARS OF THE BIDDER
- 7 Annexure VII: AFFIDAVIT on Non-Judicial Stamp Paper of Rs.500 regarding NON-BLACKLISTING / PROSECUTION / TERMINATION and Duly Notarized
8. Annexure VIII: NO DUES CERTIFICATE (Deed of Indemnity Bond)
9. Annexure IX : PRE CONTRACT INTEGRITY PACT
10. Annexure X: Details of Garden Maintenance and Horticulture work done in Last 3 Financial Years by the Bidder
11. Copy of Partnership Deed(in case of Partnership Firm)/Copy of Memorandum of Association / Article of Association in case of Company
12. Self-Attested Identity Proof of Bidder (Voter-ID Card/ Passport/ Driving License/ Aadhar Card/ PAN Card of which Aadhar Card is compulsory).
13. Self-Attested Address Proof of Bidder (House or Office) (Ration Card / Passport / Driving License/ Aadhar Card/Voter Identity Card.
14. Self-Attested PAN Card (Both Individual and Establishment of Bidder)
15. Self-Attested copies of a) Income Tax Returns for last 3 Financial Years (Both Individual and Establishment of Bidder), b) Duly certified Balance Sheet, c) Confirmation of filing of ITR for last 3 Financial Years
16. Solvency Certificate from Nationalized / Scheduled Commercial Bank.
17. Experience Certificate from the existing customer(s) from the organizations where bidder provides Garden Maintenance and Horticulture work
18. Self-Attested copy of Provident Fund Registration Certificate
19. Self-Attested copy of ESIC Registration Certificate
20. Self-Attested copy of GST Registration Certificate
21. Self-attested photocopy of valid License under Shop & Establishment Act, if applicable
22. Self-attested photocopy of valid License to engage contract labourers under the Contract Labour (Regulation & Abolition) Act, 1970, if applicable
23. All pages of the Bid dated 24/06/2024 duly signed & stamped by authorized person
24. Declarations as per Schedule-2
25. Any other format as per Annexure specified in Content page (page no.2) if applicable.
Originals of the the above, wherever applicable, shall necessarily be verified by LIC. e Bidders not submitting above may be disqualified from technical bid.

ANNEXURE-XIV

NOTICE SHOWING RATES OF WAGES etc

(To be submitted along with Monthly Bill)

NAME OF THE WORKER	Category (Supervisory / unskilled)	RATES OF WAGES	HOURS OF WORK	WAGES PERIOD	DATES OF PAYMENT OF WAGES	NAME & ADDRESS OF INSPECTOR HAVING JURISDICTION	DATE OF PAYMENT OF UNPAID WAGES

Date :

SIGNATURE OF THE BIDDER.

Place:

ANNEDURE-XV

MONTHLY WAGE PAYMENT BILL FOR THE MONTH OF
(This form is specimen only, to be submitted along with Monthly Bill)

S No	NAME OF THE WORKER	Category (Supervisory / unskilled)	RATES OF WAGES	NO OF DAYS PRESENT	WAGES AMOUNT RS	DATES OF PAYMENT OF WAGES	S.B. A/C NO OF THE WORKER/ SUPERVISOR.	NAME OF THE BANK
1								
2								
3								
4								
5								
6	Total**							

This bill should accompany certified copy of attendance register of all workers for the concerned month.

**** The amount of wages paid for the month shall be part of monthly bill under head Wages Paid.**

Date :

SIGNATURE OF THE BIDDER.

Place:

Annexure XVI

TENDER DOCUMENT (PART –II) - FINANCIAL BID

(To be submitted marked as “Financial Bid”)

(Typewritten on letter head only, with no corrections/ errors)

Name and address of the Bidder: (With Telephone No, Mobile No, e-mail):

Quotation for financial bid:

Particulars	Supervisor (Semiskilled)-1	Workers (Un-skilled)- 7	TOTAL
Daily wage/remuneration			
ESI: 3.25 %of Remuneration			
EPF: 12.5% of Remuneration (12% PF + 0.50% Service Charges			
Bonus: 8.33%of Remuneration			
HRA: 5% of Remuneration			
Total wage per day:			
Total wages for 26 Days:			
	A=Monthly Wages for supervisor	Monthly Wages for 1 mali B=Total Monthly Wages for 7 mali =	
Total Cost of wages (A+B) = C		Rs.	
Cost of material = D		Rs.	
Service charges = E		Rs.	
Skilled labour: 11.2% Unskilled labour: 3.85% (Minimum Service charges GeM Rates)			
Total per Month F		F= C+D+E=	
TOTAL MONTHLY COST AT WHICH THE SERVICES WILL BE PROVIDED INCLUSIVE OF COST OF SERVICES / WAGES / MATERIAL AND TAXES BUT EXCLUSIVE OF GST: Rs.....			

Signature with seal

Note: 1) Minimum wages considered as per latest order of ministry of central labour and employment (dated 01/04/2024)

2) For Financial Bid The value of $F = C+D+E$ as above will be taken for comparison and final decision

3) GST to be raised as per rules.

Declaration for:

- a) Visit/or Inspection of ZTC, AKURDI campus has been done: Yes / NO
- b) Manpower is available for immediate deployment: Yes / NO
- c) Garden tools are available for immediate use: Yes / NO

Place:

Date:

Signature of Bidder Seal.

SPECIAL CLAUSES APPLICABLE TO FORCE MAJEURE CONDITIONS

- 1. In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which the Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties.**

- 2. The term "Force Majeure" as employed herein shall include:**
 - (a) Act of terrorism, riot, war, hostilities and civil war**
 - (b) Natural Calamities e.g. earthquakes, flood, fire, hurricanes, typhoons (ACT OF GOD)**
 - (c) Pandemics / epidemics**
 - D) National Emergency/ Lockdown.**
 - E) Natural disasters and catastrophes created by humans**

- 3. The affected party shall notify within 10 (ten) days of becoming aware of the occurrence of an event of Force Majeure, giving reasons for the event of Force Majeure preventing the affected party from, or delaying the affected party in performing its obligations under the Contract.**

- 4. Both parties shall be obliged to comply with the rules, regulations, laws or instructions of Central and state Governments, applicable to such special circumstances.**

- 5. Manpower may not be required in full strength for providing garden maintenance and horticulture services; As such, contractor may be required to deploy only minimum required staff indicated in Tender document in consultation with Director, ZTC; Actual Manpower deployed will be reflected in Billing and Payments but service charges if any, will remain fixed and will not be proportionately reduced.**

- 6. During the period of Force Majeure, these clauses shall take precedence over anything contained elsewhere in this tender document.**

SCHEDULE- 1

The ZTC campus comprises of:

1. Three Hostel Blocks
2. One Canteen Block
3. One Training Block
4. One Auditorium with 3 attached toilets.
5. The connecting corridors/pathways to toilets and bath Rooms of (1) to (4) above.
6. Staff quarters : 2 (two) buildings and its open area including car parking area.
7. Director's Bungalow and its open area.
8. Diesel Generator Area
9. Pump Rooms Area
10. Bore-wells Area.
11. H.T. Transformer area
12. The entire open area with parking area, drive-way, path-ways and the boundary walls and adjacent areas with flowering plants, trees, jogging track and lawn
13. Two security cabins, one garden cabin and outdoor gym and Badminton Court.
14. Any further structural addition and/or modification.

SCHEDULE-2

DECLARATION

Declaration for:

1) Visit/or Inspection of ZTC, AKURDI campus has been done: Yes/NO:.....

2) Man power is available for immediate Deployment: Yes/NO:.....

3) Garden equipments and tools available for immediate use: Yes/NO:.....

Place:

Date:

Name & Signature of Bidder With Seal.