



राष्ट्रीय डिज़ाइन संस्थान  
NATIONAL INSTITUTE OF DESIGN

A Statutory Institute under DPIIT, Ministry of Commerce & Industry, Government of India  
Paldi, Ahmedabad 380007. Tel: +91-79-26629500, +91-79-26629600  
www.nid.edu

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NIT No. NID/08/ 2024-25  
Dated 02.01.2025

## Tender Document

**Annual Contract for maintenance and development of Garden and allied horticulture works at  
NID Ahmedabad and Gandhinagar Campuses**

Tender Submitted By:

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## Notice Inviting E-Tenders

National Institute of Design (NID) invites – through Online E-Tendering System – Tenders from reputed, experienced and eligible Gardening agencies / Vendors engaged in the field of Maintenance of Gardens and Horticulture works are invited for “Annual Contract for maintenance and development of Garden and allied horticulture works at NID Ahmedabad and Gandhinagar Campus” including all material, labour, equipment, etc. required for various areas as per Schedule as under.

Tender Notices and Tender Documents related to this Tender are available on Government of India Central Public Procurement Portals and websites including:

- [www.eprocure.gov.in](http://www.eprocure.gov.in)
- [www.nprocure.com](http://www.nprocure.com)
- [www.nid.edu](http://www.nid.edu)

Any modification and / or corrigendum to this Tender will be available on these websites

NID reserves the right to accept or reject any or all Tenders without assigning any reason.

1	NIT Number & Date	NID/08/2024-25 dated 02.01.2025
2	Name and Location of Work	NID Ahmedabad & NID Gandhinagar campus
3	Brief Scope of Work	Annual Contract for maintenance and development of Garden and allied horticulture works at NID Ahmedabad and Gandhinagar Campus
4	Estimated Cost (Rs.) (Excluding GST)	Rs. 42,00,000.00 (Rupees Forty Two Lakhs only)
5	Period of Contract	12 Months (Extendable by another 12 months based on mutual consent)
6	Earnest Money Deposit (EMD) (Rs.)	Rs 84,000/- (Rupees Eighty Four Thousand only)
7	Non-refundable cost of Tender Document (Rs.)	Rs. 1000/- (Rupees One Thousand only) payable through Demand Draft drawn on any Nationalised or Scheduled Bank in favour of “National Institute of Design”, payable at Ahmedabad.
8	Last Date & Time of Submission of On-line Tender	Up to 23.01.2025 by 17:00 Hrs
9	Last Date & Time of submission of signed, hard copy (in original) of all Tender Documents including EMD, Cost of Tender, e-Tender Processing Fees, Tender Acceptance Letter and all other documents related to this Tender	Before and Up to 18.00 Hrs. on 23.01.2025  in the office of: The Chief Administrative Officer, NID, Paldi, Ahmedabad -380 007
10	Date & Time of Pre-Bid Meeting	10.01.2025 at 11:00 Hrs at NID Ahmedabad
11	Date & Time of Opening of Part-1: Technical Bid	24.01.2025 at 11.00 Hrs

12	Date & Time of Opening of Part-2: Financial Bid	To be intimated later
13	Validity of Offer	60 days from the date of opening of Technical bid

## INSTRUCTIONS TO TENDERERS

1. The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer. But the Tender can ONLY be submitted after uploading all mandatory documents including scanned proofs of payment instruments of Tender Fees, EMD and all other documents forming the Tender Document as per NIT. Technical Bid documents will be opened for ONLY those tenderers whose EMD, Cost of Tender Document and other documents are found to be in order.
2. The intending Tenderer must carefully & completely read all the terms and conditions related to this Tender and submit the same ONLY if he considers himself eligible for submission and is in possession of all the requisite documents for submission. All information and instructions posted on the website / portals related to this Tender shall form part of the Tender Document.
3. Tenderers are advised – in their own interest – to submit all Tender Documents well in advance of the Last Date of Submission to avoid problems that tenderers may face at last moment due to unforeseen technical issues, etc. After submission of the Tender, the tenderer may re-submit the Tender or any of its constituent documents any number of time but ONLY till before the Last Date & Time of Submission specified in the NIT & Schedule. Previously submitted documents in such cases shall not be considered.
4. The Tenderers shall have to deposit an Earnest Money Deposit (EMD) along with the submission of tender documents through a DD/ pay order of any Nationalized / Scheduled bank in favor of “National Institute of Design” payable at Ahmedabad. On award of the work, he will have to deposit performance guarantee ( Mandatory for all bidders including MSME) in the name of NID by PO/ Demand Draft only of any Nationalized / Scheduled bank in favor of “National Institute of Design” payable at Ahmedabad.
5. Tenderers may submit queries related to the Tender – if any – through Email and in writing to the Tender inviting Authority to seek clarifications within 7 days from the date of uploading of Tender on the portal. No queries after pre bid meeting shall be entertained.
6. Documents may be uploaded in JPG or PDF format. All the uploaded documents as well as physically submitted hard copies shall be clearly readable, printable & legible, failing which, the Tender is liable for rejection. All documents physically submitted in hard copy format shall be indexed and duly page numbered.
7. Addenda/Corrigenda to the tender documents may be issued prior to the Last Date of Submission of Tender to clarify or effect modification in specification and / or Contract terms included in various tender documents. The tenderer shall suitably take into consideration such Addenda / Corrigenda while submitting his tender. The tenderer shall return such Addenda / Corrigenda duly signed and stamped as confirmation of its receipt & acceptance and submit along with the tender document. All Addenda / Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and Contract documents. If the same not attached, it will be presumed that tenderer is aware of all addenda / corrigenda relevant to this tender and quoted as such.
8. Before tendering, tenderers are advised to visit the site and its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site,

approach roads to the site, availability of water & power supply, and levies as applicable & any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies, etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the NID at a later date

9. If any Tenderer is found to be ineligible for submission of tender – after the opening of Tender – his tender shall become invalid and the cost of tender document shall not be refunded.
10. If any discrepancy is noticed between documents as uploaded and physically submitted hard copies, the tender shall become invalid and the cost of tender document shall not be refunded.
11. Any Tender submitted with additional conditions and / or modifications shall become invalid and the cost of tender document shall not be refunded.
12. Notwithstanding anything stated above, NID reserves the right to assess the capabilities of the Tenderer to execute the Contract, in the overall interest of NID. In case any tenderer's capabilities are not found to be satisfactory, NID reserve the right to reject such Tender.
13. In case of shortfall of document / insufficient information in bids, NID may ask for additional documents information (only historic i.e those pre-exist at the time of tender opening date) and bidder shall provide the same within the stipulated time. If the same is not submitted or tenderer fails to submit within prescribed time then tenderer shall be disqualified and the cost of tender document shall not be refunded.

#### **14. SITE VISIT:**

- Each bidder is expected to get fully acquainted with the local conditions & factors, such as historical, geographical, social, political, legal, and administrative and/or infrastructure etc., which would have any effect on the performance of the contract and/or the cost.
- The bidder is expected to know all conditions & factors, which may have any effect on the execution of the contract after issue of Work Order as described in bidding documents. The buyer/client shall not entertain any request for clarification from the bidder regarding such local condition.
- It is bidder's responsibility that such factors have properly been investigated and considered while submitting bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding document will be entertain by the buyer/client. Neither any change in the time schedule of the contract nor any financial adjustment arising there of shall be permitted by the buyer/client on account of failure of the bidder to know the local laws/conditions or not visiting the site.
- The bidder is expected to visit and examine the location and its surrounding and obtain all information that may be necessary for preparing the bid at their own interest and cost.
- Bidder can visit site between 10:30 am to 04:00 pm after approval from NID on any working day.

**Note: Site visit is responsibility of the bidder, Excuse of not visiting the site will be taken in to account at any cost after opening of tender.**

#### **15. Minimum Eligibility Criteria: Work Experience**

- a. The bidder intending to submit the Tender shall be established at least 5 (Five) years prior to the last date of submission of this tender and continually engaged in executing similar nature of works as the scope of this tender.

- b. Experience of having successfully completed similar works during the last 5 years ending previous day of Last Date of Submission of Tender. Testimonials to be attached
- i. 3 (Three) similar works each costing not less than 40% of the estimated cost of this tender i.e. Rs 16.80 Lakhs.  
OR
  - ii. 2 (two) similar works each costing not less than 60% of the estimated cost of this tender i.e. Rs 25.20 Lakhs.  
OR
  - iii. 1 (one) similar works costing not less than 80% of the estimated cost of this tender i.e. Rs 33.60 Lakhs
- c. Work done for central / state Govt. organizations or central / state Public Sector Units / Autonomous Bodies may be preferable. Satisfactory completion certificates from reputed organisation to be attached with technical bid.
- d. Joint ventures and / or Consortia of firms / companies shall not be allowed, and the tenderers should independently meet the eligibility criteria themselves.

#### **16. Minimum Eligibility Criteria: Financial Strength**

(The bidder shall submit a list of documents attached with their bids in support of financial strength as per eligible criteria )

- a. The average annual financial turnover for the last 3 (three) years i.e 2021-22, 2022-23 & 2023-24 shall be at least 40% of the estimated cost (Rs 16.80 Lakhs) of this tender. The requisite turnover shall be duly certified by a Chartered Accountant.
- b. The bidder should have earned profit for the last 3 (three) Financial Years i.e. 2021-22, 2022-23 & 2023-24 duly certified by a Chartered Accountant.

#### **17. Earnest Money Deposit (EMD)**

Any Tender submitted **without the requisite EMD** in the form of DD / pay order of any Nationalized / Scheduled bank in favor of "National Institute of Design" payable at Ahmedabad shall become invalid and the cost of tender document shall not be refunded.  
(Exemption from submission of EMD for MSME vendors subject to furnishing of relevant valid certificate for claiming exemption)

**18. MSME BIDDER** - Micro, Small and Medium Enterprises (MSME) must, along with their offer, provide proof of their being registered as MSME (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:

- a) District Industries Centres;
- b) Khadi and Village Industries Commission;
- c) Khadi and Village Industries Board;
- d) Coir Board;
- e) National Small Industries Corporation;
- f) Directorate of Handicraft and Handloom; and
- g) Any other body specified by the Ministry of MSME.

The MSMEs are exempted from payment of earnest money, Subject to furnishing of relevant valid certificate for claiming exemption.

## **19. Financial Bid:**

- a. Financial Bid of only technically qualified tenderers shall be opened online at specified date. Technically qualified tenderers shall be intimated by web notification or auto generated email through www.nprocure.com. The date and time of opening the Financial Bid shall be communicated to the eligible tenderers through web-notification at “nprocure” website.
- b. Tenderers will be required to e-submit the Financial Bid only as per the price schedule format / template available on www.nprocure.com. Any other format for e-submission of Financial Bid shall be rejected without any further reference to the tenderers.
- c. In case the Financial Bid is found to be tampered / modified in any manner, tender will be completely rejected.
- d. Partly item rates filled tender will be rejected & not considered for competition.
- e. Lowest quoted total amount including all parts will be considered as L1 (Lowest ) agency.
- f. The quoted prices must include all the applicable taxes,duties, cess payable under any law ( as applicable on the date of submission of bid) by the bidder in connection with execution of the contract.

**20.** The Tender shall remain valid for a period of atleast 60 (Sixty) days from the date of opening of the Technical Bid.

**21.** The rates shall be valid for a period of Two Years, subject to satisfactory works.i.e contract of 12 months extended by another 12 months based on performance.

**22.** NID reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever.

## **23. MANPOWER ARRANGEMENT**

The bidders if awarded the contract shall deploy the required man power in proper working uniforms for its staff.

The contractor shall confirm that they have the following persons available for carrying out the work mentioned in the contract.

1. 1 No of Skilled Supervisor (Qualification of supervisor should be (i) 10+2- Diploma in Agriculture / With minimum 3 years Horticulture Garden site supervision experience OR (ii) 12+3 Graduate in Botany / Agriculture / Horticulture with 1 year of similar experience) persons with having relevant experience in the similar work. They should be capable to work individually at the same time on different sites or locations. At NID Ahmedabad Campus.
2. Minimum 9 (Nine) Nos Mali+ 1 supervisor for NID Ahmedabad & Minimum 5 (Five) Nos Mali + 1 supervisor for NID Gandhinagar campus with having relevant experience in the similar works. Agency has to ensure for deputed team accordingly as per instruction of NID. If not, necessary actions will be taken by the Institute, which will be bound by the agency.
3. This team will be working exclusively for NID Ahmedabad & Gandhinagar only. All necessary documents should be submitted before engaging manpower for the works at each campus.
4. The team should be available on all the days from 9.00 am to 6.00 pm ( May be on rotational duties on Sundays and major public holidays in consultation with the engineer in charge.)

**TENDER ACCEPTANCE FORM ( to be submitted on letterhead of company )**

Date: \_\_\_\_\_

To,

**The Chief Administrative Officer**  
National Institute of Design,  
Paldi, Ahmedabad 380007.

**Name of Project :** Annual Contract for maintenance and development of Garden and allied horticulture works at NID Ahmedabad and Gandhinagar Campus

Having examined all the documents, details, drawings, designs, specifications, and all instructions and Conditions of this Tender relating to the Works specified in the Memorandum hereafter set out and having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating hereto as affecting the Tender, I/we hereby unconditionally offer to execute the Works specified in the following Memorandum, within the Time Period specified in the said Memorandum, at the Rates mentioned in the attached Schedule of Rates and in accordance, in all respects, with the details, drawings, designs, specifications and instructions in writing referred to in all Conditions of the Tender, and with such materials as are or may be provided for and in all other respects in accordance with such conditions so far as they may be applicable.

I/we also undertake to do all extra or varied works which may be ordered as part of this Tender upon terms provided for in the Conditions of Tender and Agreement.

I/we hereby undertake to complete the whole of the work required within specified time limit allowed for completion of works from the date of handing over the site to me/us and agree to pay the penalty as specified in the Conditions of Contract, in case I/we fail to complete the works within stipulated time period.

I/we have deposited requisite **Earnest Money Deposit (EMD)** / Valid MSME Certificate with NID. If I/we fail to commence the work within 15 days of the date of issue of Letter of Award and/or if I/we fail to sign the agreement as per Tender Conditions and/or if I/we fail to submit Performance Guarantee as per Tender Conditions, I/we agree that NID shall – without prejudice to any other right or remedy – be at liberty to cancel the Letter of Award.

All the document required to establish our eligibility to undertake the Works are enclosed herewith in prescribed format. I/we hereby certify that all these documents and information supplied / submitted are true and correct.



**MEMORANDUM:**

<b>A</b>	Works	Annual Contract for maintenance and development of Garden and allied horticulture works at NID Ahmedabad and Gandhinagar Campus
<b>B</b>	EMD	Rs 84,000/- ( Rupees Eighty Four Thousand)
<b>C</b>	Performance Guarantee	5% (Five Percent) of the total contract value including EMD
<b>D</b>	Security Deposit	NA
<b>E</b>	Period of Contract	12 Months ( Extendable by another 12 months on mutual consent)
<b>F</b>	Penalty for delay in completion	0.5% (Point Five Percent) per week of the contract value of or part subject to maximum five percent of the contract value (Concern Area wise amount on monthly basis will be consider for penalty)
<b>G</b>	Defects Liability Period	NA
<b>H</b>	Payment Terms	Within 30 days after submission of valid Bill invoice on Monthly basis & checked, verified by Dy.Engineer (Gandhinagar) / Landscape coordinator( Ahmedabad) , Executive Engineer & submit through Dean for NID Gandhinagar & HoD of NID, Ahmedabad campus
<b>I</b>	Period of Final Settlement	3 (three) months from the date of Final Bill after submission of valid Bill after submission of valid invoice on Monthly basis & checked, verified by NID.
<b>J</b>	Release of Performance Guarantee	After completion of Annual Maintenance contract, subject to fulfilment of Conditions of Tender.
<b>K</b>	Labour Cess	Labour Cess shall be included in the quoted rates and will not be paid extra. If applicable, Labour Cess shall be paid directly by the successful Tenderer and copy of challan / receipt will be submitted to NID.

**Yours faithfully,**

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Designation)

Signature of the Tenderer (with stamp).

Place: \_\_\_\_\_

Date: \_\_\_\_\_

## GENERAL CONDITIONS OF CONTRACT

### 1.0 DEFINITIONS

1.1 National Institute of Design, hereinafter called “NID”, proposes to get the works executed as mentioned in the Memorandum.

1.2 In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:

- a) THE CONTRACT means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of NID and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by NID and all these documents taken together, shall be deemed to form one Contract and shall be complementary to one another.
- b) APPROVAL means approved in writing including subsequent written confirmation of previous verbal approval, if any.
- c) BILL OF QUANTITIES or SCHEDULE OF QUANTITIES means the priced and completed Bill of Quantities or Schedule of Quantities forming part of the tender.
- d) CONTRACTOR shall mean the individual, firm, LLP or company, whether incorporated or not, undertaking the works as per the Contract and shall include such individual or the persons composing such firm or LLP or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- e) CONTRACT VALUE means the sum for which the tender is accepted as per the Letter of Award (LOA).
- f) DRAWINGS mean the drawings referred to in the Contract document including modifications if any and such other drawings as may from time to time be furnished and / or approved by NID.
- g) LANGUAGE: All documents and correspondence in respect of this Contract shall be in English Language.
- h) MONTH means English Calendar month, and DAY means a Calendar day of 24 hours each.
- i) SCHEDULE(s) referred to in these conditions shall mean the standard schedule of rates of the government mentioned in the Memorandum with the amendments thereto issued up to the date of receipt of the tender.
- j) SITE means the lands and other places on, under, in or through which the works are to be executed or carried out used for the purpose of the Contract.
- k) TENDER means the Contractor’s priced offer to NID for the execution and completion of the work, including all necessary documents forming part of the Contract and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Award or Award letter. The word TENDER is synonymous with Tender and the word TENDER DOCUMENTS with “Tendering Documents” or “offer documents”.
- l) WRITING means any manuscript typed, written or printed statement under or over signature and/or seal as the case may be.
- m) WORKS or WORK shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the Contract Contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional. Headings in the clauses / conditions of tender documents are for convenience only and shall not be used for interpretation of the clause / condition.
- n) Words imparting the singular meaning also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.

- o) ACCEPTED RISKS shall mean risks due to riots (other than those on account of Contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the Contractor has no control and accepted as such by the NID or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to NID's faulty design of works.
- p) In case of items which the Contractor has to execute which are not covered in the tender, Non tender item will be dealt as Extra item
- q) Mobilisation period: A period of 15 days shall be given to the Contractor for mobilisation of manpower and equipment at site after issue of Work order.

## **2.0 PERFORMANCE GUARANTEE**

**2.1** Successful tenderer will be required to submit Performance Guarantee @ 5% ( including EMD) of the Contract Value within (15) Fifteen days from the date of issue of work order in the form of Demand draft /PO of any Nationalised / Scheduled Bank in favour of "National Institute of Design", payable at Ahmedabad.

**2.2** NID reserves the right of forfeiture of the one or more performance guarantee(s) on the pro-rata basis of the elapsed Contract period in the event of the Contractor's failure to fulfil any of the milestones/ Contractual obligations i.e. defaults in commencing the work, fails to maintain the required progress in terms of relevant clause of General Conditions of Contract, in case of improper or unacceptable work or work not done as per specifications etc. or all Performance Guarantee(s) in the event of termination of Contract as per terms and conditions of Contract.

If the Contractor commits any default as aforesaid, NID shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the Performance Guarantee(s) absolutely (not withstanding and/or without prejudice to any other provisions in the Contract) by giving the notice in writing in addition to action taken under other provisions contained in this Contract or otherwise.

**2.3** In case part of a Performance Guarantee is forfeited for recovery, balance Performance Guarantee will remain with NID which shall be returned only after successful completion / testing / commissioning and handing over the project to NID up to the entire satisfaction of NID.

**2.4** In case the Contractor fails to submit the Performance Guarantee(s) within 15 days, further extension for only 7 (Seven) days will be granted at 0.1% per PG amount per day. After extended 7 days decision of NID Authority will be final & binding.

**2.5** In case, part scope of work has been satisfactorily completed and handed over to NID by the Contractor and the remaining work / buildings are under hold / suspended for more than 3 months due to some hindrance beyond control of Contractor / NID or due to non-availability of site / clearance from NID, the un-forfeited Performance Guarantee(s) submitted by the Contractor and available with NID as on date, on specific request of the Contractor, may be released and returned back to the Contractor in lieu of submission and due verification of a fresh Performance Guarantee of equivalent amount towards balance work.

## **3.0 ESCALATION**

No claim on account of any escalation shall be applicable on this Contract.

## **4.0 COMPENSATION FOR DELAY**

In the event of a delay in completion of task work as per the Schedule for which Contractor is solely responsible, Contractor shall pay Liquidated Damages to NID at a rate of 1% (One Percent) per month calculated on daily basis subject to maximum Ten percent (10%) of Contract amount of each campus without prejudice to other options available like termination of contract etc by NID.

## **5.0 WORK AND RISK COST:**

NID reserves the right to get the whole or part of the service executed by some other agency at the risk and cost of the Contractor if it is found that the quality and / or the progress in respect of whole or part of the service is not satisfactory.

## **5.1 PRICES, TAXES & DUTIES**

The Tenderer should quote firm prices / rates for all items of works, inclusive of all taxes, duties, levies, personal tax, corporate tax, labour cess, welfare cess, etc.

## **6.0 INSURANCE OF WORKS, ETC.**

In case of any mishap, the liability for the same will be borne by the Contractor only. NID will not be responsible for any kind of such mishap or damages in respect of men or material. To cover up such mishap or damages the contractor may obtain the following policies for his convenience so that progress/completion of the work remains unhampered:

- (i) Contractor's All Risk (CAR) policy covering Contract sum for material and labor of amount Equal to Contract amount and valid up to Contract period.
- (ii) General Public Liability / Third Party Liability of amount Equal to Contract amount and valid up to completion of Defect Liability Period
- (iii) Workmen Compensation Insurance policy for adequate number of manpower and appropriate amount based on the Contract amount and valid up to completion of Defect Liability Period.

## **7.0 PAYMENTS**

**7.1** All payments shall be regarded after submission of tax invoice and as payments by way of the final payment only and as payments for work actually done and completed and/or accepted by NID and shall not preclude the recovery for bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the NID under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary / affect the Contract.

Payment will be made within 30 days after submission of valid Bill after submission of valid invoice on Monthly basis & checked, verified by Dy.Engineer (Gandhinagar) / Landscape coordinator( Ahmedabad) , Executive Engineer & submit through Dean for NID Gandhinagar & HoD of NID, Ahmedabad campus

**7.2** All payments shall be released by way of e-transfer through e-payment in India directly to their Bank account by NID.

**7.3** The workmen employed by the agency shall be directly supervised and controlled by the agency, and shall have no relation whatsoever with National Institute of Design. NID shall have no power to control or supervise such workmen or to take any action against them except as permissible under law. Such workmen shall also not have any claim against NID for service or regularisation of services by virtue of being employed at NID against any temporary or permanent post at NID.

## **8.0 WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, CONDITION OF CONTRACTS AND INSTRUCTIONS, ETC.**

All items of work in the Bill of Quantities shall be carried out as per the prevalent instructions of NID and the rates shall include for supply of all required materials including proper storage, consumables, skilled & unskilled labour, supervision and tools, tackles, plant & machinery complete as called for in the detailed specifications and conditions of the Contract.

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Engineer-in-Charge.

The Contractor shall comply with the provisions of the Contract and execute the works with care and diligence and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, architectural & structural drawings and details and other things of temporary or permanent nature required for such execution in so far as the necessity for providing these, is specified or is reasonably inferred from the Contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

## **9.0 MOBILIZATION OF LABOUR, MATERIALS AND MACHINERY**

**9.1** All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipment's, clearing the site etc. shall be deemed to be included in prices quoted and no separate payment on account of such expenses shall be entertained.

**9.2** It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings and safety, gadget, lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all jobs as per the specifications and within the schedule time of completion of work. Further, Contractor shall also be responsible for obtaining temporary electric and water connection for all purposes. The Contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

**9.3** It is mandatory for the Contractor to provide safety equipment and gadgets to his all workers, supervisory and Technical staff engaged in the execution of the work while working.

The cost of the above equipment / gadgets is deemed to be included in the rates quoted by the Contractor for the items & works as per Bill of Quantities and Contractor shall not be entitled for any extra payment in this regard. In case the Contractor is found to be deficient in providing Safety Equipment / Gadgets in the opinion of Engineer-in-charge, the Engineer-in-charge at his discretion can procure the same at the risk & cost of Contractor and provide the same for the use of worksite and shall make the recoveries from the bills of the Contractor for the same. The Contractor shall abide by all rules & regulations pertaining to Health, Safety and Environment.

**9.4** All materials and equipments i.e piles, cables, small landscape equipments etc. once brought by the Contractor within the project area, will not be allowed to be removed from the premises without the written permission of the Engineer-in-charge.

## **10.0 SUBLETTING / SUB-CONTRACTING**

**10.1** The contract shall not be assigned or sublet without the written prior approval from NID otherwise NID shall have power to terminate the contract in the interest of the NID.

**11.0 FORCE MAJEURE :** Bidder shall not be liable for default or non-performance of the obligations under the work-order, if such default or non-performance of the obligations under this work-order is caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake, natural calamity and fire, events not foreseeable, but does not include the Bidder's fault or negligence or carelessness on the part of the Bidder, resulting in such a situation.

In the event of any such intervening Force Majeure, the Bidder shall notify NID in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed

by NID, the Bidder shall continue to perform/render/dischage other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of one month of NID(Ahmedabad) and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of NID(Ahmedabad) shall be final and binding on the Bidder.

## **12.0 NO COMPENSATION CLAUSE**

The Contractor shall have no claim whatsoever for compensation or idle charges against NID on any ground or for any reason, whatsoever.

## **13.0 WATER AND ELECTRICITY**

Water & Electricity will be provided by NID at one point free of cost.

The Contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply, if required

## **14.0 COMPLIANCE WITH NID SECURITY & OTHER NORMS**

The Contractor shall comply with all norms stipulated by NID such as Gate Passes, Security, Maintaining cleanliness, Discipline & Decency around the service site, Safety Precautions and Safety Regulations.

## **15.0 LAND FOR LABOUR ACCOMODATION, SITE OFFICE AND STORAGE, etc.**

15.1 Contractor shall make his own arrangement for constructing and maintaining the temporary labour colony, outside the premises at his own cost and is responsible for taking the clearance of local authorities, if required, for setting up / construction of the same. This is deemed to be included in the rates quoted by the Contractor for the works. The Contractor shall check the availability of land before tendering and no claim whatsoever in this regard shall be entertained.

The Contractor shall ensure that the all such areas are kept clean and sanitary conditions are maintained as laid down by the local authorities controlling the area. The land for the above purposes shall be so placed that it does not hinder the progress of work or access to the worksite. The vacant possession of the land used, for the purpose shall be given back by Contractor after completion of the work.

## **16.0 SECURITY AND LIGHTING OF WORKPLACE**

The Contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, obstructions, protective cladding, lights, security watchmen etc. during the progress of work.

## **17.0 BILL OF QUANTITIES**

The quantities shown against the various items of work are only approximate quantities which may vary as per the actual requirement at site. No item which is not covered in the Bill of Quantities shall be executed by the Contractor without the approval of the NID. In case any Extra / Substituted item is carried out without specific approval, the same will not be paid

## **18.0 WORKS TO BE OPEN TO INSPECTION**



All works executed or under execution in pursuance of this Contract shall at all times be open to inspection and supervision of NID.

## **19.0 CARE OF WORKS**

From the commencement to the completion of works and handing over of completed works to NID, the Contractor shall take full responsibility for care of all the works and in case of any damage / loss to the works or to any part thereof or to any temporary works due to lack of precautions or due to negligence on part of Contractor, the same shall be made good by the Contractor, at his own cost.

## **20.0 SITE CLEARANCE**

**20.1** The Contractor shall ensure that the working site is kept clean and free of obstructions for easy access to job site and also from safety point of view.

## **21.0 SET-OFF OF CONTRACTOR'S LIABILITIES**

NID shall have the right to deduct or set-off the expenses incurred or likely to be incurred by it in rectifying the defects and / or any claim under this agreement against the Contractor from any or against any amount payable to the Contractor under this agreement including proceeds of Performance Guarantee.

## **22.0 TECHNICAL STAFF FOR WORK**

The Contractor shall employ, at his cost, an adequate number of technical staff during the execution of this work depending upon the requirement of work. The Contractor shall not be entitled for any extra payment in this regard. The technical staff should be available at site, whenever required by NID to take instructions.

## **23.0 VALUABLE ARTICLES FOUND AT SITE**

All gold, silver and other minerals of any description and all precious stones, coins, treasure, relics, antiques and all other similar things which shall be found in, under or upon the site, shall be the property of NID

## **24.0 LABOUR LAWS**

### **24.1 LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR**

The Contractor shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour Act (Regulation & Abolition) Central Rules 1971 and amended from time to time and continue to have a valid license until the completion of the work including Defect Liability Period.

The Contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

The Contractor shall not engage any labour below the age of 18 under any circumstances. The provisions under Child Labour (Prohibition and Regulation) Amendment Act, 2016 should be strictly adhered to. In case of any non-compliance to the requirements of Labour laws, the Contractor shall be liable for all consequences or any penalty imposed in this regard. The Contractor shall also declare in each running bill that he has not engaged any labour below the age of 18 in the project.

Any failure to fulfil above requirement shall attract the penal provisions of this Contract .

## **25.0 LABOUR SAFETY PROVISION**

The Contractor shall, at his own cost, take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc. during the progress of work.

In case of all labour directly or indirectly employed in work for the performance on the Contractor's part of this Contract, the Contractor shall comply with all rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers.

## **26.0 LAWS COVERING THE CONTRACT**

This Contract shall be governed by the relevant Indian laws for the time being in force.

## **27.0 LAWS, BYE-LAWS RELATING TO THE WORK**

The Contractor shall strictly adhere by the provisions, for the time being in force, of law relating to works or any regulations and bylaws made by any local authority or any water & electricity agencies or any undertakings within the limits of the jurisdiction of which the work is proposed to be executed. The Contractor shall be bound to give to the authorities concerned such notices and take all approvals as may be provided in the law, regulations or bylaws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof.

## **28.0 CONTRACT AGREEMENT**

The Contractor shall enter into a Contract Agreement with NID within 30 (Thirty) days from the date of Letter of Award. The cost of stamp papers, stamp duty, registration, if applicable on the Contract, shall be borne by the Contractor.

## **29.0 TERMINATION OF CONTRACT DUE TO CONTRACTOR'S FAULT**

If the Contractor is in default under any of the provisions of this Contract, including but not limited to:

1. Failure to proceed with all or any part of the Contract or Contract Work with due diligence
2. Failure to execute all or any part of the Contract or to perform any other obligations in accordance with the Contract.
3. Refusal or neglect to make good defective Work or after being instructed to do so by NID.
4. Going into liquidation (other than a voluntary liquidation for the purpose of reconstruction) or having a receiver appointed for all or part of its undertaking.
5. Delay in executing the Contract.
6. Abandoning the Contract.
7. Assigning or subletting any part of the Contract Scope of Work without the prior written approval of NID.
8. Failure to comply with any Applicable Law

Then, and in any such event and without prejudice to any other rights or remedies that NID may have, NID may issue Contractor written notice describing the default.

If Contractor does not commence remedy of the default within (10) Ten days after receipt of the notice, NID may terminate all or any part of the Contract Work under this Contract and may then complete or have others complete all such terminated Work at the Contractor's sole risk and cost.

The rights and remedies provided in this Article are in addition to the rights and remedies provided to NID by law, equity, or under any other Article in this Contract.

Such termination will not relieve the Contractor of its responsibility to its labourers, suppliers or any other creditors, including NID.



### **33.0 ARBITRATION**

In case of any dispute or difference, at any time during the validity of this Contract, Between the parties as to anything contained in this Contract or arising out of the execution of this Contract, or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said Works, except in respect of matters for which it is provided herein that the decision of NID is final and binding, the same shall be referred to Arbitration and the final decision of an Arbitrator to be agreed upon and appointed by mutual consent of both the parties or – in case of disagreement on such appointment of sole arbitrator, such arbitration shall be dealt in accordance with the provisions of The Arbitrations and Conciliation Act 1996 (as amended). Such arbitration will be conducted in English and the place of arbitration shall be Ahmedabad.

### **Special conditions of contract :**

1. It would be responsibility of Agency/ Firm to arrange all permission/ approvals from all local bodies/statutory bodies & nothing extra shall be paid on account of this by the Institute.
2. Institute reserves the right to require the Agency/ Firm to remove any person deployed by the company, without assigning any reasons/notice. This will be without prejudice to the right of the Agency/ Firm to remove any of his own employees deployed in the Institute.
3. The rates quoted by the contractor shall be taken as net and nothing extra shall be paid on any account i.e Royalty, Cartage & stacking of material required at places etc.
4. All employees of the Agency/ Firm shall be issued Identity Cards bearing their photographs. Photographs for identity cards shall be provided by the Agency/ Firm/Agency/ Firm at their own cost. The ID Cards will be issued by the Agency/ Firm.
5. If the Agency/ Firm fails to implement the schedule of services to the satisfaction of Engineer-In-Charge of the Institute on any part of the said campuses, shall be penalized by imposing a fine as mentioned in Agreement for breach of contract. The penalty shall continue for successive days on the Agency/ Firm as per certificate from the officer In-charge and such penalty shall be recovered from the bill of the Agency/ Firm. The decision of Engineer-in-Charge shall be final and binding of the Agency/ Firm/Agency/ Firm.
6. The Agency/ Firm shall maintain an Inspection Book as prescribed which will be made available to Supervisory staff of the Institute. Fault / Observation record there on shall be attended to immediately.
7. The Institute can increase or decrease the area as per requirement for development. The increase/ decrease in area would accordingly affect the billing on pro-rata basis.
8. No labour hut shall be allowed to be constructed and no labour shall be allowed to stay in NID Ahmedabad and NID Gandhinagar and nothing shall be paid on this account.
9. The bidder shall be responsible for all statutory obligation / liabilities etc. The Bidder shall abide by all rules & regulations from time to time such as Minimum Wages Act, Labour laws etc for the manpower deployed by it.
10. The Agency/ Firm shall keep himself fully informed of all acts and laws of the Central and State
11. Government, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect their engaged or employed and anything related to carry out the work. All the rules & regulations & byelaws lay down by the local bodies and any other statutory bodies shall be adhered to, by the Agency/ Firm, during the execution of work.
12. No payment shall be made to contractor for any damage caused by the rain, snowfall or any other natural causes what so ever during the execution of work
13. The Malba / Garbage generated at site due to Gardening / horticulture activities shall be removed from the site immediately & shall be disposed off by the contractor to the approved dumping site of AMC and all statutory approvals from local bodies shall be a sole responsibility of contractor.
14. Works include removing of damaged trees, trimming, cutting etc upto any height - with prior consent of NID.
15. Large size i.e 4" or more diameter Cut woods / Major quantity of cutwoods ; if any is the property of NID & stacked at location as per NID's instruction.
16. Any carriages of materials, leaves, branches, etc within campus / outside campus is the responsibility of the contractor, Shredding of leaves etc for mulching of dry/wet leaves etc to be used for spreading in campus – is in the scope of contractor including labour, carriages, machines etc. The location identified for fertiliser / mulching process of dry & wet leave will be identified within campus if required, by NID.