

NATIONAL BANK STAFF COLLEGE
LUCKNOW

**Tender for Annual Maintenance Contract for Gardening/Horticulture
related works
AT**

NATIONAL BANK STAFF COLLEGE, LUCKNOW

NAME OF TENDERER _____

ADDRESS

**THE PRINCIPAL
NATIONAL BANK STAFF COLLEGE
SECTOR 'H', LDA COLONY
KANPUR ROAD
LUCKNOW - 226 012**

This Tender consists of 30 pages.

TENDER NOTICE

National Bank Staff College (NBSC) intends to award the Annual Maintenance Contract **for Gardening/Horticulture related works** at National Bank Staff College, Lucknow for the contract period 01 July 2010 to 31 March 2012. For this a two stage bidding process i.e. Pre qualification with respect to Techno-Commercial aspects and Competitive Rates is being followed. Tender documents can be obtained from the office of the Principal, National Bank Staff College, Sector 'H' LDA Colony, Kanpur Road, Lucknow - 226012, on any working day (Monday to Friday) from **21/05/2010 to 04/06/2010** on payment of non refundable amount of **Rs.500/-** (Rupees Five Hundred only) or can be downloaded from website www.nabard.org/tenders or www.nbsc.in. The firms downloading the application form and other documents related to the work from the website will have to pay non-refundable charges of Rs.500/- (Rupees Five Hundred only) by demand draft to our office at the time of submission of the application form and tender documents for the said work.

Contractors having experience in undertaking similar nature of work at similar organisations only need tender for the work.

1. Total area of the campus occupied by NBSC is approximately 12.18 Acre including Buildings, structures and Road etc. The tenderers are advised to visit the site, conduct survey of the existing conditions so as to familiarise themselves with the nature of works to be carried out and get all clarifications as necessary from NBSC before quoting their rates.
2. Your sealed Tender in **two separate sealed envelopes** in PART-I and PART-II as specified at para 3 below should be addressed to the Principal, NBSC, Sector-H,LDA Colony, Kanpur Road, Lucknow-226012 and superscribed "**TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR GARDENING/HORTICULTURE RELATED WORKS IN NBSC, LUCKNOW**".
3. The PART- I of the tender shall contain Pre-Qualification bid (as per part I, II, III & IV) alongwith required demand draft for EMD and terms & conditions in prescribed tender document. **The PART– II of the tender shall contain only the financial bid in the prescribed format.** The two separate envelopes superscribed as PART-I and PART-II containing the Tender completed in all respects, duly signed by the tenderer and sealed as necessary, should be dropped inside the Tender Box available in Principal's Secretariat at NBSC **on or before 07 June 2010, 1500 hours.** Late tenders shall not be accepted.
4. Tenders submitted in a single envelope shall not be accepted and would be returned unopened to the respective bidders.
5. The PART– I of the tender shall be opened first **on 07 June 2010 at 1600 hours** in the presence of the tenderers or their authorised representatives who choose to be present. Based on the Pre-Qualification bid / tender, the eligible bidders will be empanelled and the financial bids for competitive rates submitted by such of the empanelled bidders will only be opened / considered.
6. NBSC reserves the right to accept or reject any tender, either in whole or in part and it is not binding on the part of the NBSC to accept the lowest or any tender. The tenderer

- may have to furnish Rate Analysis for the scrutiny of rates by NBSC for negotiation, etc. if required.
7. Tenders which do not fulfill all or any of the NBSC's conditions or are incomplete in any respect and tenders with the tenderer's own conditions other than those specified by NBSC are liable to be rejected.
 8. Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the Principal, NBSC, who will review the same and information sought if not clearly indicated or specified, NBSC will issue clarifications to all the tenderers which will become part of the Contract Document. NBSC will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NBSC before three working days prior to the date of submission of the Tender.
 9. The tenderer shall enclose a Demand Draft amounting to **Rs. 24,000/- (Rupees Twenty Four Thousand only)** drawn on any Nationalised / Scheduled Bank payable at Lucknow, in favour of National Bank Staff College, Lucknow towards Earnest Money Deposit (EMD), failing which, the Tender shall be rejected. No interest shall be paid on the EMD submitted by the bidders. EMD of unsuccessful bidders would be refunded within a reasonable period of time. The successful tenderer shall be issued the Work Order for AMC by NBSC and should commence the work as per the terms and conditions contained therein.
 10. Validity of offer should be 90 days from the date of opening of price bids. However, the rates quoted by the successful bidder would be firm upto the end of the contract period i.e. upto 31 March 2012.
 11. The successful tenderer will be required to submit @ 2% of the quoted amount (total value of the contract for one year), excluding service tax, as initial security deposit with in 7 days of award of work, which will be refunded after the satisfactory expiry of defect liability period/contract and will not bear any interest. The Earnest Money Deposit of the successful tenderer shall be adjusted towards initial Security Deposit.
 12. A Pre-tender Meeting shall be held on **02 June 2010 at 11.00 hours** in the office of NBSC. You are also invited to attend the meeting after visiting the site for clarification of your doubts / queries, if any.
 13. This Notice Inviting Tender (NIT) shall also form part of the Tender Document.

Mukesh Vats
Assistant General Manager

PART-I
PRE-QUALIFICATION

To be submitted along with DD of Rs.24,000/- in a separate envelope No-I

**Instructions to the Applicants for furnishing
information as a part of pre-tender qualifications**

1. The work involved is upkeep and maintenance of Gardening/horticulture related works in NBSC Campus.
2. Tenderers are requested to enclose the following documents in Envelope containing PART-I (Pre-qualification bid) for examining their qualification/suitability. Opening of Part II (Financial Bid) will be subject to satisfying the prescribed eligibility criteria :
 - i) Copies of Work Orders from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks during the last five years (prior to 31.03.2010). "Similar Works" means experience in executing Annual Maintenance Contracts in similar Government/PSU/PSB training institutes/campus having office, hostel & residential buildings or similar such set-up.
 - ii) IT returns of last three consecutive years duly certified by a practicing Chartered Accountant.
 - iii) References of clients/particulars of bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executives/officials.
 - iv) Information in Part-I, II, III and IV as per enclosed proforma
3. Intending applicants are required to submit their full bio-data giving details about their organisation, experience, technical personnel in their organisation, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed statement which will be kept confidential.
4. While deciding upon the selection of contractors emphasis will be laid on the ability and competence of applicants to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.
5. If required, the Bank will obtain reports on past performance of the tenderer from his clients and bankers and evaluate the said reports before opening of the PART-II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after opening of PART-I of the tender and his sealed cover containing PART-II of the tender will be returned to him. The Bank is not bound to assign any reason for rejecting the tender.
6. After prima facie scrutiny, if any of the contractors is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further.

7. Each page of the application shall be signed. The application shall be signed by person/persons on behalf of the organisation having necessary authorisation/Power of Attorney to do so.
8. If the space in the pro forma (Part-I,II,III & IV) is insufficient for furnishing full details, the information shall be supplemented on separate sheets of paper stating therein the part of the statement and serial number. Separate sheets shall be used for each part.
9. Any letter or document accompanying the pre-tender qualification form shall be submitted in duplicate.
10. Clarifications, if any required may be obtained from The Principal, National Bank Staff College.

Signature of the Applicant
Address

FORM OF TENDER

Annual Maintenance Contract for Gardening/Horticulture related works at National Bank Staff College, Sector-H, LDA Colony, Kanpur Road, Lucknow – 226 012

Date :

The Principal

National Bank Staff College
NBSC, Sector-H,
L.D.A. Colony, Kanpur Road
Lucknow – 226 012

Dear Sir

1. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said conditions of the Contract Agreement annexed thereto. Details of registration/ licence etc.

2. Our Bankers are :-

- i.
- ii.

3. Address of the firm

Tel. No :

Fax :

Mobile No. :

- i) _____
- ii) _____

Name of the persons with power of Attorney to sign the contract

- i) _____
- ii) _____

4. Name of the partner of the firm authorised to sign

- i) _____
- ii) _____
- iii) _____

5. The names of the Partners/Directors of our firm are

6. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the tender invited by you.

7. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
8. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the rates quoted by me / us in the attached Bill of Quantities in all respects as per the Specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.

9. I / We enclose herewith interest free Earnest Money Deposit (EMD) for Rs 24,000 (Rupees Twenty Four Thousand only) by Demand Draft payable at Lucknow in favour of National Bank Staff College and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and / or in the event of our failure to execute the Contract when called upon to do so by accepting our Tender.

10. I / We agree to pay all Government (Central and State) Taxes such as trade tax, Excise Duty, Octroi, service tax etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same.

11. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever during commencing of the contract period.

I) _____

II) _____

NAME OF THE PERSON AUTHORISED TO
SIGN AND SUBMIT THE TENDER

Documentary proof in respect of Letter of Authority / Power of Attorney to be enclosed
alongwith the Tender.

DATE :

PLACE :

YOURS FAITHFULLY

(SIGNATURE OF THE TENDERER)

**NAME AND ADDRESS OF THE TENDERER
AND SEAL**

AGREEMENT

This agreement made on the _____ day of the month _____ in the year _____ BETWEEN the National Bank for Agriculture and Rural Development, established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Mumbai and its Training Institute 'National Bank Staff College' at Sector-H, LDA Colony, Kanpur Road, Lucknow (hereinafter referred to as the Bank's Training Institute viz. National Bank Staff College and or its successors and assignees) on the ONE PART; and
M/s _____, a proprietary/partnership/limited company concern having its office at _____ duly represented by its duly constituted and authorized representative, Shri/Smt _____ (hereinafter called the authorized representative of the Contractor) on the other part.

Whereas NBSC is desirous to carry out annual maintenance of Gardening/Horticulture related works at National Bank Staff College Campus, Sector-H, LDA Colony, Kanpur Road, Lucknow and same have been accepted by M/s _____ at NBSC, Lucknow on the terms and conditions as set out therein and inter-alia others as mentioned below:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.

In witness whereof parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said Contractor M/s _____ to the Employer, NABARD in the presence of :

Signature of Contractor (with seal)
Dy. General Manager

Signature of Authorised representative
of the Employer/Accepting Authority
Witness (Signature, Name and Address)

1. -----
2. -----

Part-I

(A) - Basic Information

1. Name of the Applicant/Organisation and address of the registered office.
2. Year of Establishment
3. Type of the Organisation (whether Sole Proprietorship/Partnership/Private Limited/Limited or Cooperative Body etc.)
4. Name of the Proprietor / Partners / Directors of the Organisation / Firm
 - (a)
 - (b)
 - (c)
5. Details of Registration (Whether Partnership firm, Company, etc.)- Registering Authority, Date, Registration No., etc. mentioning the business/ activity of the firm.
6. Whether registered with Government/Semi govt/Municipal Authorities or any other public organisation and if so, in which class and since when?
7. Experience in the field of maintenance of gardening/horticulture in similar campuses/training establishments etc.
8. Technical personnel available in the organisation Details to be furnished in Part-(III)
9. Adequate and satisfactory evidence to indicate financial capacity of the Organisation to undertake the said work with names of Bankers and their full address. (Solvency certificate from the Bank and Income Tax clearance certificate for the last three years shall be attached).
10. Yearly turnover of the company during last 5 years (Year-wise) Rs.
Rs.
Rs.
Rs.
Rs.
11. Permanent Account Number (PAN) Rs.

12. Ability to provide Bank Guarantee or other equivalent forms of security from a Scheduled Bank.

13. Whether any Civil Suit/litigation arisen in the contracts executed during the last ten years/being executed now. If yes, please furnish the details in the proforma given below:

Sr. No.	Name of the work and Employer	Nature of work	Work order No and date	Present stage of Work	Value of contract (Rs)	Brief details of litigation
1.	2.	3.	4.	5.	6.	7.

14. Details of registration with the office of the Regional Labour Commissioner(RLC)-Central, EPFO and ESI

15. Number of supplementary sheets attached for Part I.

Signature of the Applicant

Part-II

(B) Previous Experience

i) List of important works executed by the firm during last five years with experience in executing works of similar work i.e. annual maintenance contract of institutes/training establishments. Please arrange to provide value of job, approximate area of each contract where horticulture maintenance work done and year of AMC alongwith copy of work orders, performance certificates / completion certificates. **Please note that the details furnished should be for Annual Maintenance Contracts of similar nature and not for the installation/construction/project works.**

S. No.	Name of the work And Location	Nature of Work	Name & full postal address of the owner	Contract Amount (Rs)
1	2	3	4	5

ii) List of important works ON HAND costing Rs_____lakh and above with experience in executing works of similar work i.e. annual maintenance contract of institutes/training establishments

S. No.	Name of the work And Location	Nature of Work	Name & full postal address of the owner	Contract Amount (Rs)
1	2	3	4	5

AMC/Completion Period	Present stage of completion With reasons for delay, if any	Any other relevant information
6	7	8

Signature of the Applicant

Part-IV

Average number of personnel proposed to be deployed on NBSC's site by the contractor as per assessment of the work : As per NBSC's assessment, the minimum number of personnel to carry out the work under the scope of this contract satisfactorily are **12 (1 highly skilled supervisor, 1 skilled and 9 semi-skilled)**. However, contractor may indicate the average number of personnel to be deployed at NBSC as per their assessment in the table below :

S No	Particulars	Average deployment per day
1	Qualified Supervisor having 10-15 years experience to carry out such maintenance work.	
2	Other Qualified personnel (gardeners etc.) having practical experience of 5-10 years for working in this field	
	Total minimum number of personnel proposed to be deployed per day	

NOTE : The above information has to be furnished carefully. In case the contractor fails to deploy the average number of qualified personnels as indicated in the above table, deduction from the monthly bill would be done proportionately.

Signature of the Applicant

National Bank Staff College
Annual Maintenance Contract for Gardening/Horticulture related works at NBSC 2010-11
INSTRUCTIONS TO THE TENDERER

1. All the pages of the Tender Document shall be signed by the Tenderer.
2. NBSC takes no responsibility for delay / loss in post or non receipt of Quotations / Tender Documents.
3. The envelope containing Tender / Quotation should be properly sealed, addressed, duly superscribed as PART-I and PART-II as the case may be, with name of work and due date of opening and should be submitted in the prescribed Tender Box in the Office of the Principal, NBSC, Sector-H, LDA Colony, Kanpur Road, Lucknow. The last date of receipt of Tender is **07 June 2010 (3 pm)** . Tenders will be opened on the same date at 4.00 pm. or at a later date convenient to NBSC.
4. Bids submitted by unauthorised agents and FAX / Telex / Telegrams shall not be entertained.
5. **Tenderers are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NBSC before quoting the rates.**
6. If last date of receipt of Tender / Quotation and opening date is a holiday then submission and opening of Tenders / Quotations shall be shifted to next working day without change of time and venue.
7. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviatonal Tenders may be rejected without making any reference to the Tenderers.
8. The Tenders will be opened in the presence of such Tenderers or their authorised representatives who choose to be present.
9. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted. In case any tenderer withdraws his/her tender during the validity period, the EMD amount received from such tenderers shall be forfeited.
10. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, scrutiny of the tender shall be done as per NBSC's guidelines.

11. Notwithstanding any thing stated above, NBSC reserves the right to assess the tenderers capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NBSC.

DECLARATION BY THE CONTRACTOR

1. I/we hereby declare that I/we have read and understood the General instructions, General conditions of Contract, detailed specifications and the conditions of work, etc. and hereby agree to abide by them.
2. I/we hereby confirm that the quotations shall remain in force and valid for acceptance for a period of not less than 90 (ninety) days from the date of opening of the financial bid.
3. I/we also note that any additions, clarifications, etc. which the tenderers would like to bring to the attention should invariably be put in a separate sealed covering letter. They should also make sure that only relevant entries asked for should be made within the tender documents. Entries other than the relevant entry shall make the tender invalid.

DATE: :

SEAL & SIGNATURE OF THE TENDERER

PLACE::

National Bank Staff College

Annual Maintenance Contract for Gardening/Horticulture related works in NBSC Campus.

GENERAL INSTRUCTIONS TO THE CONTRACTORS AND GENERAL CONDITIONS OF AMC

1. Contractors are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. **The contractor would be required to furnish Rate Analysis for scrutiny of the rates by NBSC, if required.**
3. Rates should include all Taxes (IT, WCT, VAT, etc.), Duties, Octroi, Levies, Wages as per relevant Act, etc. and should be firm for the entire Contract period. Under any circumstances, no price escalation whatsoever remove including materials and labour costs shall be entertained during the contract period. **Service tax, if applicable, shall be paid extra depending upon the rate decided by Government of India from time to time.**
4. Monthly payment will be made in the case of Comprehensive maintenance works based on bill submitted by the contractor and certified by the Officials of NBSC.
5. Separate work orders will be issued by NBSC in respect of additional works which are not covered under the comprehensive monthly charges. The bills for the same to be submitted within a period of one month after completion of the work. NBSC will be at its liberty to reject any claim made after the stipulated period. The bills for the works carried out without proper work slips/ work order will be rejected and no further representation will be entertained.
6. Such additional works and repair works shall be paid at material rate plus 15% towards Contractor's overhead & profit. No labour charges shall be paid by NBSC for such works. The Rate Analysis, if required, shall be submitted by the Contractor for scrutiny and approval of NBSC.
7. Income Tax, Works Contract Tax and other taxes as applicable, will be deducted from total payment due to the Contractors.
8. The Contractor should arrange to obtain necessary insurance cover of minimum Rs. 2 lakh per person (Workmen compensation policy) for his employees at his cost and should be responsible for the safety of persons, employed by him. A copy of the valid insurance policy may be furnished to NBSC at the time of commencement of the contract. The policy shall remain valid during currency of contract. A third party cover of Rs. 2 lakh shall also be obtained by the contractor.
9. **The contractor shall deploy such minimum number of qualified and experienced staff as indicated in Part-IV by the contractor to ensure that the work is attended in time as per the scope of work of the tender, to the satisfaction of NBSC.**
10. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.

11. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NBSC shall not be responsible in any manner in the event of non compliance with various labour laws in force by the contractor and the onus of compliance lies with the contractor. NBSC shall have the power to inspect the Wage Register and for physical verification of salary paid to the staff with reference to any records of the Contractor and to insist the Contractor to comply with Laws.
12. The contractor should ensure payments to the labourers as per latest minimum wages act and also payment to be disbursed to the contract labourer and supervisor in the presence of EIC/ or NBSC's representative on or before 7th of every month irrespective of the fact that previous monthly bill is paid or not by NBSC.
13. **Contractor shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract, if ESI & EPF Act is applicable to the contractor as per law. The expenditure incurred by the contractor towards payment of employer's share of ESI & EPF contributions, for this contract, shall be reimbursed by NBSC on production of proof of payment (counterfoils) & other documents such as registration number, photo card etc.**
14. The Contractor should be responsible to fulfill all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.
15. The contractor shall ensure regular payment to his staff posted for the captioned work and the payment made to his staff should not be less than the minimum wages notified by the Central Govt. from time to time and make available for inspection of the Bank the relevant records. However, rate quoted by the Contractor shall be firm and remain valid till the expiry of the contract period.
16. The Contractor shall employ the required number of workers and keep the attendance record properly so that same can be inspected by the competent authority.
17. The Contractor shall abide by the requirements of Security Section from time to time and shall strictly follow the obligation required by the Institute.
18. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
19. The Contractor or his authorised representative should visit the site frequently as required by NBSC and meet Officials with prior appointment for any clarifications and to receive instructions.
20. The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of NBSC. The contractor shall fully compensate NBSC for such damage/loss. The decision of NBSC in this regard shall be final and binding.

21. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NBSC or any of its clients in kind or cash will be viewed seriously and NBSC will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.
22. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NBSC reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
23. If any dispute arises on any matter concerning this Contract, the decision of NBSC shall be final and binding.
24. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
25. The work should be carried out with least inconvenience to the occupants/ staff members of NBSC. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NBSC in the premises, especially in respect of working hours, entry of the workers to the premises, wearing of uniforms, interpersonal relation with the occupants. The contractor shall provide photo identity card to its workers including the leave reservoirs. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.
26. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. The Contractor shall assist NBSC fully in respect of any liaison with the Municipal or any other authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to NBSC.
27. **EXIT:**
 - i. First three months on a trial basis. If the work is not satisfactory, the contract may either be terminated or extended for another three months for us to observe for any further improvement.
 - ii. The contract is liable for termination by giving one month notice by the Bank and **three months** notice by the contractor. However, the contract may be terminated by the Bank without allowing notice period, if the quality of the work is found not satisfactory. The Security Deposit under these circumstances will be forfeited.
28. **The contractor shall provide mobile phone to the supervisor.**
29. **Contractors should provide 2 sets of uniforms of approved color for the employees deputed in NBSC at his own cost.**
30. The contractor shall ensure to provide an alternate qualified manpower or replace with a stand by in case any of the regular staff deployed is absent or leave.

31. On site storage space will be provided to the Contractor. NBSC will not be responsible for contractors materials. The contractor may be required to vacate the storage space and sheds as per-exigency without any extra cost to NBSC.
32. The contractor shall provide everything necessary for the proper execution of the works. NBSC will not supply any Tools & Plants (T&P)/materials or any other equipment, materials, labour, etc.
33. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NBSC.
34. VALIDITY OF TENDER: 90 Days from the date of opening of the Tenders.
35. If in the opinion of NBSC the work done by the contractor is not satisfactory, NBSC may decide depending upon the merit of the work to deduct such amount from the monthly bill amount as it may deem fit.
36. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.
37. Contractor shall extend necessary help to other Contractors engaged by NBSC under separate contract for their respective work.
38. Contractor shall be required to furnish NBSC, as and when required, the following:
 - i. The Power of Attorney, name and signature of his authorized representative, who will be incharge of execution of this contract.
 - ii. Wage Book, Muster Book pertaining to labours engaged under this contract.
 - iii. Validity of Insurance Policies, Labour Contract License relating to staff engaged at NBSC site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.
 - iv. Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by him. Any damage caused willfully or in negligence to the works executed, shall be borne by him.
39. The contractor shall remove from work any worker who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of NBSC.
40. The manpower deployed by the contractor for discharging the contractual obligations under the contract shall be the employees of the contractor. NBSC shall in no way be corrected with such manpower and they shall have no claim whatever against the Institute.
41. The Contractor shall at his own cost and expenses provide all the materials, labour, supervision tools, plant apparatus, ladders, trolleys, conveyance, uniforms etc. required for execution of the work covered by this contract to the entire satisfaction of NBSC.
42. Notwithstanding any thing contained therein the labourers, workmen, supervisors and other employed persons by the Contractor for the purpose of the works shall for all purposes be regarded as the Contractor's employees. Therefore, neither the contractor or any of such employees shall have any right to complain or claim against NBSC. NBSC also shall have no

concern with them and shall not be liable to make any payment to or any contribution on account of them.

43. **In case the contractor fails to deploy the average number of qualified personnels as indicated in Part-IV, deduction from the monthly bill would be done proportionately.**
44. In case of any stoppage of work resorted to by the employees of the Contractors, NBSC reserves the right to employ other Contractor's workers, without any notice for carrying out the maintenance work. In such cases, either the actual cost of such labourers on whole day basis shall be deducted from the Contractor's bills or recovery will be made on the basis of actual amount paid to the other contractor plus the service charges of 2%.
- i. **The contract shall be valid upto 31 March 2012.** The bank also reserves the right/option to extend the validity of this contract for a further period not exceeding 1 year at the same rates and on the same terms and conditions.
 - ii. Forfeiture clause : In case of negligence/derelection of duty by contractor's staff, the above contract shall be terminated without giving any notice and the security deposit shall be forfeited.
 - iii. Recovery of income tax, education cess, work contract tax etc. as applicable & in force shall be deducted from the bill during the currency of the contract.
45. Transit accommodation / store for use by contractor's staff may be made available in NBSC campus, if required, at nominal charges of Rs. 2000/- per month. Electricity charges would be recovered on actuals. The allotment will be purely at the pleasure and convenience of NBSC and the contractor will have to vacate the accommodation at the time of completion of the contract or earlier if required by NBSC.
46. **Note : The property shall be handed over to contractor for maintenance on as-is-where-is basis and the contractor shall be required to do the pending work (if any), without any extra cost. In regard to the pending works (as per scope of work) contractor shall not give excuse such as so and so work should have been done by the previous AMC contractors and is not within their scope.**

I / We accept all the above Terms and Conditions in all respects without any reservation.

PLACE :

DATE:

ADDRESS :

Signature of the Tenderer

NAME AND SEAL

Annual Maintenance Contract for Gardening/Horticulture related works at NBSC

SAFETY CONDITIONS OF THE CONTRACT:

As part of the contract, the contractor must satisfy the undermentioned safety requirements and must ensure at all time that these are followed without any deviation.

A. General

1. Smoking and chewing pan are prohibited in the Institute.
2. For any job involving welding, soldering, lighting of flames, use of heat source or temporary electrical connection, prior permission of NBSC's engineer shall be taken before execution of the same. No job involving heat source are permitted to be carried out after office hours, holidays and Sundays without prior permission.
3. It is entirely the responsibility of the contractor to see that safety appliances such as safety belts, life lines, helmets, rubber gloves of appropriate voltage (1100V) rating etc., depending on the job demand, are made available to his staff at contractor's cost. If the contractor need any suggestion on the mater, he may approach NBSC's engineer for the same. Any lapse on safety will be viewed seriously.
4. The contractor shall ensure that the persons posted for the work are well conversant with the operation of fire extinguishers.
5. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of his staff in the premises.

B. Safety precautions of portable electrical appliances

Precaution in handling portable electrical appliances are more significant under monsoon conditions. Some likely situations are highlighted here for your attention and action to ensure that conditions and methods of usage conform to the safety of personnel and property.

1. Broken sockets / pin plug / loose connections: These conditions cause sparks which lead to fault conditions or electrical shock situations. Wires shall not be directly inserted into the sockets as the earth lead of the equipment inserted into the phase socket may give shock to the operator.

2. Polarity of phase / neutral and earth.: certain appliances like Poroscope may give violent electrical shock during work if polarity conditions are not satisfied.
3. Joints in flexible cables: Usage of portable appliance is such that electrical and physical integrity of joint may be suddenly affected, leading to severe sparking and fire if combustible / inflammable materials are present near the joint. Perhaps this may not be noticed by the operator at all.
4. Appliance body grounding and system grounding: In absence of or ineffective appliance body grounding, operator may receive severe shock in case of phase to earth fault during usage. All earth pins in sockets must have low impedance and mechanically firm earthing according to Indian Electricity Rules/BIS 3043 so that safety is assured to operators even under fault condition.
5. Water leakage: Water reduces efficiency of insulation depending upon exposure. Presence of moisture on ordinary switches may give a shock during operation, switches in chronic leakage areas should preferably be de-energised until the rectification is done and contractor take clearance from the Institute's engineer on the issue.
6. Excavation / Addition / Alteration of the Bldg. : During excavations, alterations of the building etc. every care shall be taken that electric shock or damages to cables, are avoided. De-energisation of circuits must be considered whenever required.

We/I agree to the safety conditions and to ensure compliance with the same fully.

Signature of the contractor with seal

National Bank Staff College

Annual Maintenance Contract for Gardening/Horticulture related works at National Bank Staff College (NBSC), Lucknow

Scope of Work

1. The work involves day to day watering, trimming, weeding of the various plants like shrubs, hedges, ground covers, trees, grass lines and lawn areas and uprooting of grass/wild growth from all the paver Blocks, path ways, open and undeveloped areas, removal of dry leaves from all the lawns and undeveloped areas etc. as complete and as required at site as directed by the Bank's Officials.
2. Routine Maintenance & levelling of lawn admeasuring around 14000 sq. mtr. with the help of Lawn Mower (Hand driven or Power driven) as per requirement. Cutting the edges to provide picturesque Lawns, Pruning and Watering as per the requirements in various Climatic conditions. Shaving off the Grass, once in a year, making the Soil rich by addition of a 3 m thick layer of well decomposed Cow Dung Manure (The cost of Manure shall be paid separately); fine leveling with the help of ½ Ton Roller and other Garden Implements. The Lawns shall be thick and cushioning shall be experienced, the appearance should be well greeny, free from weeds. Mixing Neem Cake, well decomposed Cow Dung Manure & Urea (To be paid separately by NBSC), on the basis of actual reimbursement.
3. Maintenance of green area including removal of wild growth etc. other than lawn, every month in monsoon season and at an interval of every two months other than monsoon season in entire NBSC campus measuring approximately 12 acres (including buildings & structures, roads etc.)
4. Maintenance of Bougainvillea & Muria Exotica shrubs admeasuring approximately 1150 Running metre along the boundary wall. Regular Maintenance, Pruning, Watering to requirements, Uprooting Rank Vegetation from 60 c.m. wide Beds; digging with Khurpi to increase porosity of the Soil to provide better growth conditions and mixing well decomposed Cow Dung Manure two times in a year. (The Cost of Manure shall be paid separately by NBSC). Mixing Sterameal, Flower Mix, Urea, Bone Meal; if required; for better Flowering. (The cost of Manure and Fertilizers shall be paid separately by NBSC). The Shrubs in the event of casualty has to be replaced by the Contractor, free of cost.
5. Maintenance of perennial trees (approximately 270 Nos.) planted in NBSC campus. This includes Watering, Cutting and Pruning; digging of Pits by Khurpi to provide porosity in the Soil; minimum twice a month, deweeding the pits and mixing a 3 c.m. thick layer of well decomposed cow dung manure at least three times in every year. (The cost of Manure to be measured and paid separately by the Nbsc). In the event of non- survival of trees, they will have to be replaced by the Contractor undertaking the maintenance work. It will be the responsibility of the Contractor, to see that the rate of casualty is below 20%. Replaced trees shall carry a defect liability maintenance period of six months from the date of plantation.

6. Maintenance of Ground cover plants (approximately 3000 Nos.) in NBSC campus. This maintenance includes Watering, Curing, Cleaning, Dusting, Cutting to proper shape and taking full measures towards providing a beautiful Environment by the literal meaning of the word Ground Covers. It also includes digging the beds by Khurpi, deweeding and Spreading and mixing of a 3 cm thick layer of well decomposed cow dung Manure. (The cost of Manure to be measured and paid separately).
7. Maintenance of creepers :Supporting and Climbing the Creepers in the desired shape, watering, Cutting, Curing as per routing requirements, Regular Maintenance of the beds or the pits as the case may be.
8. Preparation of Ground for flower beds including cost of plants (approximately 2000-3000 per season), planting material, seeds etc. Watering, Pruning, Deweeding, and spreading/ Mixing of Cow Dung Manure & Flower Mix towards the regular flowering requirements.
9. Maintenance of Potted plants (approximately 1500 Nos) including replacement of casualty & broken pots.
10. Anti-termite treatment of soil as per latest I.S. Specification as per requirement. No extra payment shall be made for anti-termite treatment.
11. The entire scope of work shall be attended by deploying trained personnel on daily basis from 9.30 am up to 5.30 pm. everyday excluding Sunday. They should report everyday to Bank's Care taker at office before taking up their duties & at the close of the day as per the specified timings.
12. Replacing the dead plants if any, shall be done without any extra cost.
13. The contractors shall keep all the tools, tackles, hose pipes, etc. of his own, required for the gardening work. The water sources are provided at the various convenient locations and the contractors shall maintain the desired length of leak proof hose pipe at site for adequate day to day watering. Watering of lawns should invariably be done by portable sprinklers. The contractor should purchase and maintain on site atleast 4 sets of sprinkler irrigation system and one set of drip irrigation system (for herbal garden).
14. New plantation to be taken up shall be considered at extra cost with prior approval of the Bank.
15. The health and growth of the plants shall be the prime concern of the contractors and if the performance is not seen satisfactory it may lead to reduction in the monthly charges at the discretion of the Bank's officials.
16. Although the required water will be provided by the Bank, indiscriminate use of water shall not be allowed. Water should be used sparingly and carefully and all the efforts should be made by the contractor for water conservation.

17. Various garden hydrant chambers shall be kept under lock, when not in use.

18. A small watershed model is proposed to be developed. Maintenance of Watershed Model would also be under the scope of the contract.

NOTE : The area/quantity of lawn, hedges, shrubs, trees, ground cover plants, creepers, potted plants etc. may increase or decrease in future based on change in landscape. No extra payment will be made for the same.

Purchase of new plants, sapling, fruit plants etc. shall be paid as per the actual cost after production of bill. Generally the material should be purchased from government nursery. Bill of private nursery will be entertained only if the material is not available with the government nursery viz. CIMAP/NBRI. 25% of the cost of material shall be paid to the contractor towards overheads, transportation, replacement cost, care & planting etc.

DECLARATION BY THE CONTRACTOR

We / I have read and understood all the instructions / conditions made above and we / I have taken into account the above Instructions / Terms and Conditions while quoting the rates. We / I accept all the above Terms and Conditions without any reservation, in all respects.

SIGNATURE OF CONTRACTOR :

1. NAME

2. ADDRESS

PART-II

FINANCIAL BID

**To be submitted in a SEPARATE SEALED envelope superscribed as
"FINANCIAL BID"**

National Bank Staff College

SCHEDULE OF QUANTITIES

PREAMBLE

- a) **Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor should furnish Rate Analysis for scrutiny of the rates if required by NBSC.**
- b) Contractor shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract, if ESI & EPF Act is applicable to the contractor as per law. The expenditure incurred by the contractor towards payment of employer's share of ESI & EPF contributions, if any, for this contract, shall be reimbursed by NBSC on production of proof of payment (counterfoils) & other documents such as registration number, photo card etc. alongwith monthly bill. **The rates in the Schedule of Quantity should be quoted EXCLUSIVE of ESI & PF benefits, but should be based on the minimum wages as notified by Regional Labour Commissioner (CENTRAL), Kanpur from time to time.**
- c) Rates shall have to be quoted both in words and figures.

National Bank Staff College

Annual Maintenance Contract for Gardening/Horticulture related works in NBSC Campus

SCHEDULE OF QUANTITIES- PART (A)

Sr. No.	Description of Work	Unit	Rate in Rs. (Both in figures & words)
A	Lumpsum monthly charges for upkeep & maintenance of Gardening/Horticulture related works at National Bank Staff College Campus as per details given in the scope of work and terms & conditions of this tender. <u>(Rates should be quoted exclusive of ESI & PF benefits. If applicable, charges towards ESI & PF would be reimbursed by NBSC on actual basis after submission of documentary proof along with the monthly bill.)</u>	Lumpsum charges per month in Rs.	

DATE :

(SIGNATURE OF THE TENDERER WITH SEAL)

PLACE :

National Bank Staff College**Annual Maintenance Contract for Gardening/Horticulture related works in NBSC Campus****SCHEDULE OF QUANTITIES- PART (B)**

Sr. No.	Description of Work	Unit	Rate in Rs. (Both in figures & words)
	ITEM RATES FOR MATERIAL		
1	Supply and Maintenance of new pots including cost of new plant & pot if required.	No.	
2	Supply & stacking of well decomposed cow dung manure at NBSC including royalty and carriage with all leads and lifts. (Manure measured in Trucks/ Stacks will be reduced by 8% for the purpose of Payment and deduction of 0.16 Cu.M. for Manure measured in Trolleys and 0.20 Cu. M. for Manure measured in Trucks shall be applicable towards the Tyre Boxes).	Cubic Metre	
3	Supply of Urea in Phases as per the requirement.	Kg.	
4	Supply of Neem Cake in Phases as per the requirement.	Kg.	
5	Supply of Good Quality Bone Meal as per the requirement.	Kg.	
6	Supply of Stera Meal and Flower Mix for Bougainvillea, other Shrubs & Flowering Trees as per the requirements.	Kg.	
7	Supply of Insecticides/ Pesticides/ Weedicides as per the requirement.		
i)	Insecticides.	Litre	
ii)	Pesticides.	Litre	

Note :

- a) Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor should furnish Rate Analysis for scrutiny of the rates if required by NBSC.
- b) Rates shall have to be quoted both in words and figures.

DATE :
PLACE :

(SIGNATURE OF THE TENDERER WITH SEAL)