

FORM OF TENDER

ONLY Contractors empanelled with the Bank:

For supply & maintenance of potted plants & supply of flowers

Place : New Delhi
Date: 22 May 2008

The General Manager
Premises Department
National Bank for Agriculture
and Rural Development
24, Rajendra Place
New Delhi-110018.

Dear Sir,

Having examined the scope of work, general/special conditions and entire tender document relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the quotation/tender, I/We hereby offer to execute the work specified in memorandum in accordance with the rates mentioned in the attached schedule of monthly charges in all respects with the specification and instructions in writing and with such materials as are provided for in all other respects in accordance with such conditions so far as they are applicable.

MEMORANDUM

Description of work	For supply & maintenance of potted plants & supply of flowers at Regional Office building 24, Rajendra Place, New Delhi.
Contract period	15.6.08 to 31.3.2010
EMD	Rs.2500/- (Rupees Two thousand five hundred only) in the form of DD, drawn in favour of "National Bank for Agriculture and Rural Development, New Delhi".
Last date of submission of tender	by 2.30 pm on 05.06.08
Place of submission	Tender box placed in Premises Section, Grond floor, Nabard Tower, 24 Rajendra Place, New Delhi

2. Should this tender be accepted. I/ We hereby agree to abide by and fulfill the terms and provisions of the said conditions of the Annual Contract Agreement annexed thereto so far as they may be applicable.



3. Our Bankers are:

1

2

4. Address of the firm

Tele no.

Fax

MobileNo.

5. The names of the partners of

1.

our firms are

2.

3.

6. Name of the partner of the
Firm authorised to sign

1

2.

Name of the persons with
Power of Attorney to sign the
Contract

1.

2.

Yours faithfully

(Signature and seal of the Contractor)

Signature and address of witnesses:

**NATIONAL BANK FOR AGRICULTURE
AND RURAL DEVELOPMENT**

PREMISES DEPARTMENT - MAINTENANCE - OFFICE BUILDING

General Conditions/Instructions to the Contractors

1. Contractors are advised to visit the site and understand the nature and scope of the work and doubts of any nature should be got clarified before quoting.
2. Rate should include charges for removal of debris out of premises to nearest MCD dump, removing stains, cleaning the site thoroughly and restoring it to original condition where work is undertaken.
3. Quoted rate should be workable and should include all overheads and profits.
4. Rates should include all taxes, duties, octroi, levies, wages as per act, work contract tax, etc. and should be firm for the entire contract period. No variation of rates will be allowed.
5. Material used should conform to the stipulations as in the relevant I.S. Codes (Latest Edition) BIS & CPWD specification shall be followed as applicable. However, in the absence of the same the decision of NABARD will be final.
6. Monthly payments will be made in the case of items covered in the annual maintenance contract based on the bills submitted by the contractor and certified by the concerned officer to the effect that all the complaints recorded in the registers have been attended to and routine maintenance has been carried out.
7. Separate work slips/work orders will be issued in respect of the items which are not covered under the lump-sum charges, the contractor may raise the bills for the same within a period of one month after completion of work. The Bank will be at its liberty to reject any claim made after the stipulated time period. The bills for the works carried out without proper work-slip/work order will be rejected and no further representations will be entertained.
8. Any discrepancy in settlement of bills may be brought to the notice of the Bank within a period of one month after the settlement of the Bills. The Bank will not entertain any claim regarding any dispute in settlement of the bills after the stipulated period.
9. Income tax, surcharge, W/C tax and other taxes as applicable will be deducted from total payment due to the contractors.
10. All complaints covered in the lump-sum charges in the Annual Maintenance Contract are to be attended to on the same day and other complaints for which



- work slips are issued to be attended within a period of 3 days after issue of the work slip. In case of delay in attending the work in time, the Bank will be at liberty to get the work done through any other contractor and the cost may be recovered from the AMC contractor.
11. The contractor should have valid licence relating to his contract and the workmen employed by the contractor should also have the valid licence and experience in their trade.
 12. The Contractor shall observe all the safety precautions for the safety of the labour and the employees of the Bank during execution of works. The contractor should arrange to obtain necessary insurance cover for its employees. He would be responsible for the safety of persons employed by him.
 13. The working hours to be observed by the contractors shall generally be from 9.30 A.M to 5.30 P.M. on all working days. However, in the case of emergency, work will have to be continued till the same is completed and for which no extra charges will be paid by the Bank.
 14. The Contractor shall comply with all the applicable Acts, Rules, Regulations, requirement of Law(s) for entering into maintenance contract and the bank will not in any way be liable or responsible for any default/irregularities/penalties on the contractor's part. The contractor shall indemnify the Bank against all claims on this account.
 15. 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 States) that may be enforced from time to time by the appropriate authorities. The bank shall not be held responsible for any penalty on account of failure to adhere to the above labour regulations, etc. The bank shall have the power to inspect the wage book and muster books and any other records of the contractor and to ask the contractor to comply with Laws.
 16. 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 account and payable by the concerned contractor.
 17. 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.



18. The contractor or his supervisor should visit the site atleast twice in a week or as and when required by the bank for which no extra payment will be made as they should be readily available to the Bank.
19. The contractor should provide uniforms to his workers engaged at site. The contractor should arrange to issue photo identity card, which should be during the presence of their workmen in the Banks premises.
20. The contractor shall be fully responsible and shall compensate the bank in the event of any damage to men or material, injury/damage or death as the case may be, caused directly or indirectly due to the negligence of the contractor or his agents and/or his employees or workmen. The decision of the bank in this regard shall be final and binding. The contractor shall obtain workmen insurance policy from insurance company and submit the same.
21. The contractor should not employ any person who is prohibited by law from being employed for fulfilling obligations under this contract.
22. Any act of indiscipline/misconduct/theft/pilferage on the part of any employee engaged by the contractor resulting in any loss to the bank in kind or cash will be viewed seriously and the bank will have the right to levy damages or fine and /or even terminate the contract forthwith.
23. In case of any default or failure on your part to comply with all/any one of the terms/conditions, the bank 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 you and/or by taking recourse to appropriate recovery proceedings.
24. If any dispute arises on any matter concerning this contract, the decision of the bank shall be final and binding.
25. 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.
26. The workers employed by the contractor can use the common facilities such as drinking water, toilet, etc., if any, provided at the premises. However, it should be ensured that the same should be kept in hygienic condition.
27. The workman employed by the contractor should abide with the rules and regulations inside the Bank.
28. The contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of the bank. The fees, if any, will be reimbursed based on the original receipts issued by them.



29. The contract can be terminated by Bank by giving 15 days notice if the services are found to be unsatisfactory.
30. The bank reserves the right to accept/reject/revise any quotations/tenders either in whole or in part without assigning any reasons therefor, whatsoever.
31. On site storage space will be given as per availability. The Bank will not be responsible for contractor's materials. The contractor may be required to vacate the storage space as per exigency without any extra cost.
32. The contractor shall provide everything necessary for the proper execution of the works. Bank will not supply any T & P materials or any other materials required for AMC works. No payment for T & P materials, etc. Will be made by the Bank. However, Bank will provide power, water free of cost for works within the premises with prior permission but indiscriminate use will not be allowed. The contractor shall supply, fix and maintain all the scaffoldings, jhulla, T&P etc. at his cost during the execution of any work and remove them as soon as the work is over.
33. The contractor shall not directly or indirectly transfer, assign and sublet the contract or any part of it.

DECLARATION BY THE CONTRACTOR

I have read and understood al the instructions/conditions given above and I have taken into account the above instructions/conditions while quoting the rates.

Date:

Signature

Place:

Name & Address

Seal of the contractor

Special terms and conditions

1. The contractor will supply the plants on rental basis and will be paid on monthly basis.
2. The contractor will submit a list of plants which he intends to supply.
3. Bank will have right to choose the list of plants given by contractor.
4. The ownership of potted plants shall remain with the contractor.
5. The contractor will quickly replace the poor quantity plants on call.
6. The contractor shall be responsible for upkeep, watering and maintenance of plants.
7. The cost of transportation and keeping the plants at various floors shall be borne by the contractor.
8. The contractor will abide by labour laws as enforced by Government from time to time.
9. The quoted rates must be inclusive of all taxes including Work Contract Tax (if applicable)

Accepted

CONTRACTOR

Bill of Quantity for supply of Indoor Plants/Flowering Plants/Outdoor Plants

S. No.	Description of item	Unit	Quantity	Rate per plant month (Rs.)
1	Supply of potted plants suitable for indoor decoration including maintenance, watering transportation, loading at various floors, replacement etc. complete Amount in words:	No.	200	
2	Supply of potted seasonal flowering plants suitable for outdoor decoration including maintenance , watering transportation, replacement etc. complete. Amount in words:	No.	50	
3	Supply of seasonal outdoor potted plants suitable for outdoor decoration including maintenance, transportation, replacement, etc. complete Amount in words:	No.	50	
4	Supply of flower pot bookey having atleast15 fresh flowers Amount in words:	No.	50	
	Total			

The above quantity is likely monthly quantity. However same may change at Bank's requirement from time to time.

SIGNATURE OF THE CONTRACTOR