

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-03-2023 20:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-03-2023 20:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Financial Services
Organisation Name/संगठन का नाम	National Bank For Agriculture And Ruraldevelopment
Office Name/कार्यालय का नाम	Assam
Item Category/मद केटगरी	Horticulture Service - Manpower Based Model - Horticulture and Gardening Services; Site Clearing, Soil Quality Checking, Garden Designing, Soil Preparation, Planting Trees/Plants/Grass, General Maintenance of Plant (Mowing, Strimming, Laying, Sweep..
Contract Period	2 Year(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	914784
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required	Yes

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
EMD Amount/ईएमडी राशि	18300

#### ePBG Detail/ईपीबीजी विवरण

Required	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Chief General Manager  
National Bank for Agriculture and Rural Development, Assam Regional Office, Opp. Assam Secretariat, Dispur,  
Guwahati 781006.  
(Shri Naveen Dhingra)

#### Splitting/विभाजन

Bid splitting not applied.

#### MII Compliance

MII Compliance	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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**Details of the Competent Authority for MSE**

Name of Competent Authority	Shri Naveen Dhingra
Designation of Competent Authority	Chief General Manager
Office / Department / Division of Competent Authority	NABARD Assam Regional Office
CA Approval Number	2
Competent Authority Approval Date	09-02-2023
Brief Description of the Approval Granted by Competent Authority	The nature of services required is such that it may be convenient from operational point of view to have single vendor for the entire service and hence splitting of services between multiple vendors and purchase preference for MSE may not be allowed.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

Financial Bid Break up - [1675684895.xlsx](#)

**Additional Qualification/Data Required**

**Minimum X years (up to 3 years) of experience in related type of space** Minimum 3 years of Experience required in providing Horticulture Services.

**Total X number of projects for providing Horticulture service with Value not less than Y in the past Z year (up to 5 years) in sector of A:** Please refer to Buyer Added BID Specific Additional Terms and Conditions (ATC) File.

**Annual Turnover and Profit Requirement:** Please refer to Buyer Added BID Specific Additional Terms and conditions (ATC) file.

**Geographic Presence In States:** The bidder shall be based at Guwahati or have a representative establishment at Guwahati.

**If you want to add additional conditions in addition to standard SLA then please mention the clauses of additional SLA.:** Following clauses have been added in SLA :

(a) The successful bidder will be required to execute an agreement in the form specified in Annexure 1 of Additional SLA within a period of 30 days from the date of issue of Work order.

(b) The successful bidder also has to provide the Performance Bank Guarantee of Rs.18,300/- in the format attached as Annexure 2 of Additional SLA.

**If you want to add additional conditions in addition to standard SLA then please upload approval from competent authority.:** [1675921148.pdf](#)

**This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-**

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
Legal Structure	40	20	<a href="#">View file</a>	Yes
Work Experience in the relevant field of work	20	10	<a href="#">View file</a>	Yes
Average Turn over during the last 3 years ending 31.03.2022	20	10	<a href="#">View file</a>	Yes
No. of works in Public/Private institutions [with more than built-up area of the building where work to be performed] handled in India in last 7 years (as on date of bid submission)	10	5	<a href="#">View file</a>	Yes
Quantum of area of the building / work performed for the last 7 years	10	5	<a href="#">View file</a>	Yes

Total Minimum Passing Technical Marks: 50

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
21-02-2023 15:00:00	NABARD Assam RO, Dispur, Guwahati

**Horticulture Service - Manpower Based Model - Horticulture And Gardening Services; Site Clearing, Soil Quality Checking, Garden Designing, Soil Preparation, Planting Trees/Plants/Grass, General Maintenance Of Plant (Mowing, Strimming, Laying, Sweep.. 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Horticulture service	Horticulture and Gardening Services
Scope of Work	Site Clearing , Soil Quality Checking , Garden Designing , Soil Preparation , Planting Trees/Plants/Grass , General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding) , Applying Fertilizers , Applying Pesticides , Trimming & Pruning , Landscaping , Cleaning & Painting of Potted Plants , Designing Garden
Profiles	Gardner (Mali)
Skill Category	Semi-Skilled
Education al Qualification	High School
Experience	5 to 10 years
Certifications/Training/ Membersh ip	Gardener Certification as per NSQF or equivalent
<b>Addon(s)</b>	
Inorganic Fertilizers	NA
Organic Fertilizers	NA
Insecticides	NA
Herbicides	NA
Rodenticides	NA
Bactericides	NA
Fungicides	NA
Larvicides	NA
<b>Additional Details</b>	
DESIGNATION	Gardener (Mali)
Title for Non Mandatory Compliance 2	0

Specification	Values
Title for Non Mandatory Compliance 3	0
Title for Non Mandatory compliance 1	0

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources	Additional Requirement
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S.No./क्र. सं.	Consignee Reporting/Officer/प रेखिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources	Additional Requirement
1	Shiva Ray	781006,G.S Road, opposite Assam Secretariat, Dispur, Guwahati	1	<ul style="list-style-type: none"> <li>• Total Area in Sqm. : 4000</li> <li>• Total no. of working days in a month : 26</li> <li>• Monthly Wage/ Remuneration : 38116</li> <li>• Non Mandatory compliance 1 (Absolute Value / Amount) : 0</li> <li>• Non Mandatory compliance 2 (Absolute Value / Amount) : 0</li> <li>• Non Mandatory compliance 3 (Absolute Value / Amount) : 0</li> <li>• Bonus (in % of Basic Pay) : 8.33</li> <li>• EDLI (in % of Basic Pay) : 0.5</li> <li>• EPF ((in % of Basic Pay) : 12.5</li> <li>• ESI (in % of Basic Pay) : 3.25</li> <li>• Provident Fund (in % of Basic Pay) : 0</li> <li>• Deployment of Machines in months : 24</li> <li>• Contract Period in Months : 24</li> </ul>

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

### 2. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT Account No. NABADMN12 IFSC Code NBRD0000002 Bank Name NABARD Branch address HEAD OFFICE, MUMBAI.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

### 3. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 4. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 5. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

#### 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

##### निविदा आमंत्रण सूचना

सन्दर्भ सं. रा.बै.लख./  
09/02/2023

/ हॉर्टिकल्चर / 2022-2023

दिनांक:

सेवा में,

मेसर्स .....

महोदया / महोदय

—

**नाबार्ड, असम क्षेत्रीय कार्यालय, गुवाहाटी एवं गुवाहाटी में स्थित नाबार्ड स्टाफ क्वार्टर्स**

##### के पूरे परिसर में बागवानी सेवाएं प्रदान के लिए वार्षिक रखरखाव अनुबंध हेतु निविदा

राष्ट्रीय कृषि और ग्रामीण विकास बैंक एक निगम निकाय है जिसकी स्थापना राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 के तहत हुई है। इसका प्रधान कार्यालय प्लॉट नं. सी-24, ब्लॉक-G, बांद्रा कुर्ला काम्प्लेक्स, बांद्रा (पूर्व), मुंबई-400051 में स्थित है और देश के विभिन्न शहरों में इसके क्षेत्रीय कार्यालय/प्रशिक्षण संस्थाएं हैं।

नाबार्ड असम क्षेत्रीय कार्यालय, गुवाहाटी में स्थित अपने क्षेत्रीय कार्यालय एवं स्टाफ क्वार्टर्स के पूरे परिसर में बागवानी सेवाएं प्रदान करने के लिए वार्षिक रखरखाव अनुबंध के हेतु निविदा आमंत्रित करता है।

जेम पोर्टल और नाबार्ड की वेबसाइट [www.nabard.org](http://www.nabard.org) से निविदा दस्तावेज मुफ्त में डाउनलोड किया जा सकता है। वेबसाइट से टेंडर फॉर्म डाउनलोड करने वाली फर्मों को कोई टेंडर शुल्क नहीं देना होगा। केवल उन निविदाओं को स्वीकार किया जाएगा जिसे जेम पोर्टल के माध्यम से आवेदन किया गया है। किसी अन्य माध्यम जैसे फैंक्स, ई-मेल, कूरियर आदि द्वारा जमा/प्राप्त निविदा स्वीकार नहीं की जाएगी।

प्राप्त निविदाएँ निविदा/स्थानीय खरीद समिति द्वारा निविदाकारों या उनके अधिकृत प्रतिनिधियों की उपस्थिति में जेम पोर्टल पर एनबीएससी, लखनऊ के कार्यालय में निर्धारित तिथि पर खोली जाएंगी। निविदा खोलने के दिन किसी भी छुट्टी के मामले में, निविदाएं अगले कार्य दिवस पर खोली जाएंगी। निर्धारित तिथि और समय के बाद प्राप्त निविदाओं पर विचार नहीं किया जाएगा।

Sd/-

(एस हरइंघोल)

उप महाप्रबंधक

## **Additional Terms and conditions**

## **1. ELIGIBILITY CRITERIA**

**i )** Bidder should have been in the business of Providing Horticulture and Gardening Services (Manpower Supply) to Institutions of Central Government/State Governments/Public Sector Undertakings which may include training establishments of Banks, Central Govt / State Government Institutions or Educational Institutes of National importance for a minimum period of 3 years as on 31<sup>st</sup> March 2022.

**ii)** It should have satisfactorily completed

- i) Three similar works valuing not less than Rs. 3,66,000/-; or
- ii) Two similar works valuing not less than Rs. 4,58,000/-; or
- iii) One similar work valuing not less than Rs. 7,32,000/-.

During last three years ending 31<sup>st</sup> March 2022.

(For this purpose cost of work shall mean gross value of the completed contract including taxes)

**iii)** The Minimum average annual turnover (from similar work) of the Bidder for last three financial years ending on 31<sup>st</sup> March 2022 must be at least Rs.15,00,000 /- The organization should be a profit making entity since last three financial years. A certificate from statutory auditor shall be submitted with the technical bid.

**iv)** To ensure proven track record of the Bidder the following details to be furnished.

- a. List of similar type of contracts completed in last 3 years supported by documentary evidence.
- b. The Bidder should not have ever failed to perform on any agreement nor been expelled from any contract or agreement nor any agreement terminated for breach by the applicant.
- c. The Bidder should have capacity to deploy dedicated managerial team at Guwahati.

**v)** Bidders who are debarred or blacklisted by any Govt. Departments are not eligible to participate in the e-tendering process. A certificate is to be submitted along with the bid by bidder to the effect that they are not debarred or blacklisted by any Govt. Department. In case if it is found at later stage that the bidder is a

blacklisted company declared by any Govt. Department than the works may be withdrawn and EMD/ BID security shall be forfeited.

**vi)** The bidder shall be based at Guwahati or have a representative establishment at Guwahati (Within Municipal Limits of Guwahati). Bidder must furnish documentary proof for the same.

**vii)** Track record of the bidder shall be clean without any involvement in illegal activities or financial frauds. There shall not be any case with the Police/Court/Regulatory authorities against the bidder. The bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority. An undertaking in this regard has to be submitted by the vendor as per format mentioned in **Annexure-D**.

**viii)** If the performance of the bidder is/has been found to be unsatisfactory for any reasons, whatsoever, in any organization, then NABARD reserves the right to reject the bids submitted by such bidder.

**ix)** The bidder shall have applicable and valid registrations with statutory authorities constituted for Labour welfare and other purposes such as:

(a) Labour License under Uttar Pradesh Shops and Commercial Establishment Act 1962

(b) Labour License under Contract Labour Regulation and Abolition) Act, 1970

(c) ESI

(d) EPF

(e) PAN, TIN, GST, etc. duly supported by copies of certificates of registration.

**x)** Bidding firms/companies shall have current account in a scheduled commercial bank.

**xi)** Financial Bids of only those bidders will be opened who will satisfy the conditions of Technical Bids.

**xii)** Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures

## 2. Earnest Money Deposit

- i) A Bank Statement or proof of EMD of Rs.18,300/- only, must be submitted with the Bid.
- ii) The EMD of Rs. 18,300/- only is to be directly credited in NABARD's Bank Account as per details given in the table below.

Name of the A/C	<b>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</b>
Bank Name	<b>NABARD</b>
Branch Name	<b>HEAD OFFICE, MUMBAI</b>
IFSC Code	<b>NBRD0000002</b>
Account Number	<b>NABADMN12</b>

- iii) The Bid Security of all unsuccessful bidders would be returned by Bank within 60 days from the date of opening of financial bid.
- iv) Bids submitted without bid security, mentioned above, will be liable for rejection without providing any opportunity to the bidder concerned.
- v) The EMD may be forfeited:
  - a) If a Bidder withdraws the bid or increases the quoted prices during the period of bid validity or its extended period, if any; or
  - b) In the case of a successful bidder, if the Bidder fails to sign the Contract within reasonable time.
  - c) During the bid process, if any information is found wrong/manipulated/hidden in the bid, the bid is liable to be rejected.
  - d) In the case of successful bidder, if the bidder has got blacklisted by any Central Government Ministry/ Department or any Central Public Sector Unit during the interim period from submission of bid to signing of contract.
- vi) MSE's as defined in MSE Procurement Policy issued by GoI or Bidders who are registered with central Procurement Organizations are exempted from submitting EMD. Notification/circular/instruction/documentary proof of in this regard needs to be attached.

## 3. TECHNICAL BID

**3.1** Technical Bid documents to be presented :

**3.1.1.** Technical Bid duly signed and stamped by the authorized person

**3.1.2.** The Technical Bid should be as per Annexure 'A' and should be supported by the documents indicated in the said Annexure.

**3.1.3.** A short profile of the Organization.

**3.1.4.** A detailed note on financial competence of the Organization. (Audited balance sheet of past three financial years i.e. 2019-20,2020-21,2021-22)

**3.1.5.** All the proofs necessary for prequalification as indicated in Section 1 of this Document.

**3.1.6.** Irrevocable undertaking of the offer as per Annexure 'D'.

**3.1.7.** Technical Bids without properly stamped Pre Contract Integrity Pact is liable to be rejected.

**3.2.** The Bank will open all Technical Bids in the first instance on the appointed date, time & venue.

**3.3.** During evaluation of bids, the Bank may, at his discretion, ask the Bidder for clarification of his bid.

**3.4.** No bidder shall contact the Bank on any matter relating to his bid from the time of the bid opening to the time the issue of work order. All bidders are strongly advised to furnish all material information in the bid itself.

**3.5.** Any effort by bidder to influence the Bank in its decision on bid evaluation, bid comparison or work order decision will lead to rejection of his bid.

**3.6.** The Bank considering Technical Bids may obtain feedback from the clients for whom bidder has executed similar work. Bank will have the discretion to disqualify the bidders based on the feedback received. Decision of the Bank will be full and final in this regard.

#### **4. FINANCIAL BID**

**4.1.** The Financial Bid is required to be submitted in format as in Annexure-'B'

**4.2.** The bidders are required to submit tender in respect of service charges as a percentage of total wages.

**4.3.** Initially, only the technical bid will be looked into. The Financial bid will be opened, only if, the applicant tenderer is selected in the technical bid.

**4.4.** Rates shall include all statutory and contractual obligations as may be applicable. However rates quoted should be exclusive of GST and associated cess etc.

**4.5.** The offer shall be valid for a period of 90 days from date of opening of financial bid. During the validity period of the offer the bidder will irrevocably undertake not to withdraw / modify the offer in terms of the price and other terms and conditions. The bidder would submit irrevocable undertaking of the offer as per Annexure 'D'.

**4.6.** NABARD Assam RO, Guwahati reserves the right to call for supplementary information/justification of the rates quoted by the bidder to ascertain the reasonableness of the rates quoted by the bidder to ensure the unhindered performance of the contract.

**4.7** The Financial Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.

## **5. COMPLETENESS OF RESPONSE**

**5.1.** Bidders are advised to study all instructions, forms, terms, requirements and other information in the TENDER documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the TENDER document with full understanding of its implications.

**5.2.** NABARD Assam RO, Guwahati seeks a specific proposal responsive to this TENDER in every respect and detail, rather than a mere compilation of materials and promotional information used in other transactions. NABARD Assam RO, Guwahati will be appreciative of the quality and responsiveness of the proposal.

**5.3.** Failure to furnish all information required by the TENDER documents or submission of a proposal not substantially responsive to the TENDER documents will be at the Bidder's risk and may result in rejection of the Proposal.

**5.4.** Notwithstanding anything contained in this TENDER, NABARD Assam RO, Guwahati reserves the right to accept or reject any Proposal and to annul the selection process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason thereof.

**5.5.** Without prejudice to the generality of above clause, Bank reserves the right to reject any Proposal if:

**5.5.1.** At any time, a material misrepresentation is made or discovered; or

**5.5.2.** The Bidder does not provide, within the time specified by the Bank, the supplemental information sought by Bank for evaluation of the Proposal.

**5.5.3.** Misrepresentation/ improper/inadequate response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the bidder quoting the lowest service charges gets disqualified or bid is rejected, then NABARD Assam RO, Guwahati reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of NABARD Assam RO, Guwahati, including annulment of the selection process.

**5.6.** All columns in the tender document must be duly filled and no column should be left blank. "Nil" or "Not Applicable" should be marked where there is nothing to report. All the pages of the tender documents should be signed by the authorized signatory of the tenderer.

**5.7.** There should not be any deviation in the terms & conditions as have been stipulated in the tender document. However, in the event of imposition of any other condition, which may lead to deviation with respect of the terms & conditions as mentioned in the tender document, the bidders are advised to bring this in the notice of NABARD Assam RO, Guwahati during pre-bid meeting.

**5.8.** The original and all copies of the bid shall be typed or written in indelible ink and signed by the Bidder or a person duly authorized to bind the Bidder to the contract uploaded in the system. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

**5.9.** All the Bid documents submitted shall be serially page numbered and contain the table of contents with page numbers.

**5.10.** The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.

**5.11.** Bids received after due date and those received with rates not quoted in specified proforma will not be accepted.

**5.12.** Bidders are not permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

**5.13.** If a bidder quotes NIL charges/consideration under any component of financial bid, the bid shall be treated as unresponsive and will not be considered.

**5.14.** The tender is not transferable.

## **6. PRE-BID CONFERENCE**

**6.1.** NABARD Assam RO, Guwahati will hold a Pre-Bid Conference, scheduled as per bidding schedule above where the intended bidders can have detailed dialogue regarding the tender, procedure for filling-in the Technical Bid, financial Bid or any other matter/clarifications concerning the tender.

**6.2.** Pre-Bid Conference will also provide an opportunity to seek clarifications regarding any aspect of the TENDER including bidding conditions, bidding process and the project. Request for clarifications shall be sent by them through email not later than one day before the pre-bid conference. All the requests shall be addressed to the contact person at email id: [dpsp.guwahati@nabard.org](mailto:dpsp.guwahati@nabard.org).

**6.3.** All queries relating to the Bid, technical or otherwise, must be in writing only to the designated contact person. NABARD Assam RO, Guwahati will not answer any communication initiated by prospective bidder later than five business days prior to the due date of opening of the bids. If NABARD Assam RO, Guwahati, in its absolute discretion, deems that the bidding process will gain an advantage by a response to a question then NABARD Assam RO, Guwahati reserves the right to communicate such response to all prospective bidders.

## **7. GENERAL CONDITIONS OF ANNUAL MAINTENANCE CONTRACT FOR PROVIDING HORTICULTURE AND GARDENING SERVICES**

**7.1** The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, and compliance to Workmen's Compensation Act, Bonus, etc.

**7.2** The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Payment of Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, EPF etc. with regard to the personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the NABARD Assam RO and its staff quarters at Guwahati, and to the concerned Labour Department.

**7.3.** As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the NABARD, Assam Regional Office, Guwahati and its staff quarters at Guwahati works, is required to be submitted to the NABARD, Assam RO, Guwahati. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time the NABARD, Assam RO is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract, duly furnishing particulars of personnel engaged for the NABARD, Assam RO.

**7.4.** The antecedents of the staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the NABARD, Assam RO and NABARD, Assam RO shall ensure that the contractor complies with the provisions.

**7.5.** The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be checked and monitored by the authorized official of the NABARD, Assam RO. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the NABARD, Assam RO, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards. Proof of payment of wages to personnel must be submitted, as and when demanded by NABARD Assam RO, Guwahati.

**7.6.** All liabilities arising out of accident or death while on duty of the mali/gardener personnel shall be borne by the contractor. The contractor shall cover all his employees with a comprehensive Group Insurance policy. The contractor shall indemnify the NABARD, Assam RO against all liabilities arising out of any such accidents or deaths.

**7.7.** Adequate supervision will be provided to ensure correct performance of the said Horticulture and Gardening Services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.

**7.8.** All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the NABARD, Assam RO.

**7.9.** Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the NABARD, Assam RO and shall not knowingly lend to any person or

company any of the effects of the NABARD, Assam RO under its control.

**7.10.** The staff deployed shall not accept any gratitude or reward in any shape.

**7.11.** The contractor shall provide training at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

**7.12.** Under the terms of their employment agreement with the Contractor the Horticulture and Gardening staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.

**7.13.** That in the event of any loss occasioned to the NABARD, Assam RO, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the NABARD, Assam RO, the said loss can claim from the contractor up to the value of the loss. The decision of the CGM, NABARD, Assam RO will be final and binding on the agency.

**7.14.** The contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the NABARD, Assam RO may issue from time to time and which have been mutually agreed upon between the two parties.

**7.15.** The NABARD, Assam RO shall have the right, within reason, if any person employed by the contractor is considered to be undesirable or otherwise, to inform to the contractor and contractor shall replace such person immediately.

**7.16.** The contractor shall be responsible to maintain all property and equipment of the NABARD, Assam RO entrusted to it.

**7.17.** The contractor will deploy head gardener/supervisor as agent of the contractor and the instructions given to the supervisor by NABARD Assam RO, Guwahat will be deemed to be instructions given to the contractor. The supervisor shall be required to follow the instructions of NABARD, Assam RO and ensure that the work done accordingly.

**7.18.** The contractor will ensure that the persons deployed by them are dressed in neat and clean uniform, failing which invites a penalty of Rs.500/- on each occasions and habitual offenders in this regard shall be liable to be replaced from the campus. The penalty on this account shall be deducted from the Contractor's bills.

**7.19.** The workers shall be deployed in 8 hours shift from 9:30 A.M. to 5:30 P.M. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the NABARD, Assam RO for double duty, if any.

**7.20.** The personnel will have to report to the NABARD, Assam RO P & SO office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/ instructions, and to complete all other required formalities as approved by the NABARD, Assam RO.

**7.21.** The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the NABARD, Assam RO and the contractor / his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the NABARD, Assam RO.

**7.22.** Any damage or loss caused by contractor's persons to the NABARD, Assam RO in whatever form would be recovered from the contractor.

**7.23.** The NABARD, Assam RO will give basic training/familiarization of the Horticulture and Gardening Services required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.

**7.24.** In case the contractor fails to commence/execute the work as stipulated in the agreement or does not meet the statutory requirements of the contract or does not comply with the prevailing tax rules and laws, NABARD, Assam RO reserves the right to impose the penalty as detailed below:-

i) 5% of cost of order/agreement per week, upto four weeks' delays.

ii) After four weeks delay NABARD Assam RO, Guwahati reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s). The difference in the cost, if any will be recovered from the defaulter contractor and also shall be black listed for a period of 5 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

**7.25.** The contractor shall ensure that its personnel shall not at any time, without the consent of the NABARD, Assam RO in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the NABARD, Assam RO and shall not disclose to any information about the affairs of NABARD, Assam RO. This clause does not apply to the information, which becomes public knowledge. The contractor shall also ensure that its personnel shall not at any time, without the consent of the NABARD, Assam RO, in writing, divulge or share any records or documents of the NABARD, Assam RO.

**7.26.** Contractor / successful bidder shall ensure that no person involved in any litigation against any of the offices of NABARD, Assam RO and its staff quarters at Guwahati shall be deployed under any circumstances.

**7.27.** Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses / fines. The concerned contractor's personnel shall attend the court as and when required.

### **7.28. Force Majeure**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

**7.29.** The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

**7.30.** 'WORK ORDER' means the notice issued by the NABARD, Assam RO to the contractor communicating the date on which the work/services under the contract are to be commenced.

**7.31.** If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the NABARD Assam RO for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture, consortium / group / partnership shall not be altered without the approval of the NABARD, Assam RO.

**7.32.** The contract period will be initially for a period of Twelve (12) months from the date mentioned in the work order extendable twice for one year each, if the services of the service provider firm are found satisfactory.

**7.33.** During the course of contract, if any contractor's personnel are found to be

indulging in any corrupt practices causing any loss of revenue to the NABARD Assam RO shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.

**7.34.** In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the NABARD Assam RO may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the NABARD, Assam RO from the contractor.

**7.35.** If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the NABARD, Assam RO, such money shall be deemed to be payable by the contractor to the NABARD, Assam RO within seven days. The NABARD, Assam RO shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.

**7.36.** The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

**7.37.** The contractor shall indemnify and hold the NABARD, Assam RO harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

**7.38.** The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and relevant Acts or laws (wherever applicable).

**7.39.** The personnel engaged should project an image of utmost discipline. They should be preferably between the ages of 18 and 55 yrs. NO UNDERAGE / MINOR (below 18 years of age) SHALL BE DEPLOYED UNDER ANY CIRCUMSTANCES. The entire responsibility for such lapse shall be that of the contractor. NABARD Assam RO Guwahati shall have right to have any person removed in case the personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases. Manpower so engaged shall be trained for Providing Horticulture and Gardening Services before joining. During this training, contractor shall have to arrange for substitute for the staff undergoing training.

**7.40.** The contractor shall get their staff screened for gross physical disabilities and contagious diseases and will provide a certificate to this effect for each personnel deployed. The contractor shall ensure that all their staff are vaccinated for Covid. NABARD, Assam RO will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

**7.41.** Staff engaged by the contractor shall not take part in any staff union and association activities.

**7.42.** The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, stationery for writing duty charts and registers and records keeping as per requirements.

**7.43.** Agency will provide mobile phones to all supervisors at their own cost to ensure effective timely communication between them.

**7.44.** NABARD, Assam RO shall not be responsible for providing residential accommodation to any of the employee of the contractor.

**7.45.** NABARD, Assam RO shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The NABARD, Assam RO does not recognize any employee employer relationship with any of the workers of the contractor.

**7.46.** If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the NABARD, Assam RO from the agency.

**7.47.** If any underpayment is discovered, the amount shall be duly paid to the agency by the NABARD, Assam RO.

**7.48.** The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the NABARD, Assam RO etc.

**7.49.** The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month. The employer's portion of ESI, EPF and Group Medical Insurance Policy (If applicable) shall be reimbursed only on submission of proof of depositing the contribution towards PF/ESI/Group Medical Insurance.

**7.50.** The contractor shall disburse the wages to its staff deployed in the NABARD Assam RO, Guwahati every month through ECS or by Cheque in the presence of representative of the NABARD Assam RO.

**7.51.** The contractor should have round the clock control room service in Guwahati along with quick response teams to deal with emergent situations.

## 7.52. PAYMENT

**7.52.1.** The contractor shall be required to raise single bill for monthly payments as per distribution of personnel's mentioned in Annexure C to The Chief General Manager, NABARD, Assam RO, Guwahati. The payment shall be made as per the Latest Minimum Wage Rates for Employees engaged in **"Agriculture"** as notified by the Office of the Deputy Chief Labour Commissioner (Central), Ministry of Labour & Employment, Government of India from time to time.

**7.52.2.** The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets of the contractor duly verified by the Caretaker of the Bank, attested by the officer nominated by the bank and other supporting documents. No other claim on whatever account shall be entertained by the Bank. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.

(a) Contractor shall pay the entitled wages of the workers on the last day of the month. It shall not be linked to the payment of the bill.

(b) Payment must be made by the contractor through ECS/NEFT/any other electronic payment system. Under no circumstances payments will be made in cash. To ensure this, service provider will get a bank account opened for every engaged employee.

(c) The service provider must ensure that entitled wages of the employee are credited to their bank account on the last working day of the month. Service provider will not be given any relaxation in this matter.

(d) While submitting the bill for the month, the services provider must file a certificate certifying the following:-

(i) Wages of employees paid as per minimum wages norm applicable have been credited to their bank accounts on (date)

(ii) ESI/ Group Medical Insurance Premium (If applicable) Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on (date) (copy of the challan enclosed)

(iii) EPF contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on (date) (copy of the challan enclosed)

iv) Bonus contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on (date) (copy of the challan enclosed)

(v) The service provider is complying with all statutory Labour Laws including Minimum Wage Act.

(e) The service provider should submit the bill in accordance with the above time schedule.

(f) The contractor shall compulsorily issue a wage slip to every personnel & supervisor in the format provided below (an indicative format):-

<b>Name of Employee:</b> <b>Month:</b>	<b>Designation</b> <b>No. of Days present:-</b>
<b>WAGE STATEMENT</b> <b>Payable / Paid</b>	<b>ESI No.</b> <b>PF No.</b>
BASIC BONUS HRA GRATUITY OTHERS ALLOW.	DEDUCTIONS AMOUNT EPF (%) ESI (%) DEDUCTIONS (TAXES AND ANY OTHER CHARGES)
GROSS WAGES	TOTAL DEDUCTION:
NET PAYABLE (Rs.)	

**7.52.3.** Any damage or loss caused by contractor's persons to NABARD, Assam RO and its staff quarters in whatever form would be recovered from the contractor.

**7.52.4.** Deduction will be done proportionally from the salary.

**7.52.5.** In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel & is assessed as true by the Bank, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the personnel found involved in the incident shall be removed from the Premises immediately. In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements.

**7.52.6.** BIRD is registered under GST as a regular taxpayer, hence eligible to avail of Input Tax Credit @100% and also liable to pay GST under RCM as per Sub Section 4 of Section 9 of CGST Act if received services or purchased goods from any unregistered dealer (URD) @ 18%.

**7.52.7. Penalty Clause:** The services provided for the month shall/may be reviewed by the "Horticulture Committee" constituted respectively by NABARD Assam RO, Guwahati. If the committee is of the view that the Horticulture and Gardening Services work provided by the contractor is not up to mark, the committee may prescribe a penalty in the range of 5 % to 20 % of the contract value of that month. The decision of NABARD Assam RO shall be final and binding on the contractor in this regard. The contractor shall not pass on the burden of

penalty to the workers deployed by him/her and should ensure payment of minimum wages to the workers irrespective of the penalty.

### **7.53 OBLIGATION OF THE CONTRACTOR:**

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. Goods & Services Tax returns should be filed within the permissible limits as provided by Government of India and documentary proof of the same should be submitted to NABARD, Assam RO, Guwahati on monthly basis. The delay in filing of Goods and Services Tax returns may result in termination of contract by giving a one month notice in writing. The performance security deposited with NABARD, Assam RO, Guwahati shall be released only after all the GST dues are cleared by the vendor. The contractor shall submit copies of acknowledgements evidencing filing of returns every month and shall keep the Employer fully indemnified against liability of tax interest, penalty etc. of the contractor in respect thereof, which may arise.

### **7.54. Dispute Resolution**

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole arbitrator appointed by the CGM, NABARD Assam RO, Guwahati.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Guwahati only.

### **7.55. JURISDICTION OF COURT**

The courts at Guwahati shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

### **7.56. EXIT:**

i) First three months of the contract shall be on a trial basis. If the work is not satisfactory, the contract may be terminated.

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.

**7.57.** Contractors should provide 2 sets of uniforms and two pair of shoes of approved colour and quality, once in a year, to the employees deployed for the job at NABARD, Assam RO, Guwahati at his own cost. The contractor should ensure that the uniforms provided to the staff are maintained in proper and clear condition.

**7.58.** The contractor shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or on leave.

**7.59.** On site storage space will be provided to the Contractor. NABARD, Assam RO, Guwahati will not be responsible for safety or upkeep of contractor's materials. The contractor may be required to vacate the storage space and sheds at short notice without any extra cost to NABARD, Assam RO, Guwahati.

**7.60.** The contractor shall provide necessary Tools & Plants (T&P) or any other equipment, labour, etc for the proper execution of the works.

**7.61. VALIDITY OF TENDER:** 90 Days from the date of opening of the Tenders.

**7.62.** 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.

**7.63.** Contractor shall be required to furnish NABARD Assam RO, as and where required, the following:

- i. The Power of Attorney, name and signature of his authorized representative who will be in charge 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 NABARD, Assam RO, Guwahati 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 vouchsafe bonafides, conduct and fidelity of the staff employed by him. Any damage caused wilfully or in negligence to the works executed, shall be borne by the contractor.

**7.64.** The Contractor shall at his own cost and expenses provide all the 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 NABARD Assam RO.

**7.65. 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.

**7.66.** 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.

**7.67.** 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.

## **8. 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**

8.1.1. Smoking and chewing pan are prohibited in the Institute.

8.1.2. For any job involving welding, soldering, lighting of flames, use of heat source or temporary electrical connection, prior permission of NABARD, Assam RO Guwahati engineer shall be taken before execution of the same. No job involving heat source are permitted to be carried out after office hours and or holidays/Sundays without prior permission.

8.1.3. 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 NABARD, Assam RO, Guwahati engineer for the same. Any lapse or safety will be viewed seriously.

8.1.4. The contractor shall ensure that the persons posted for the work are well conversant with the operation of fire extinguishers.

8.1.5. 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 FOR PORTABLE ELECTRICAL APPLIANCES**

Precaution in handling portable electrical appliances are more significant under monsoon conditions. Some likely situations are highlighted here for contractor's

attention and action to ensure that conditions and methods of usage conform to the safety of personnel and property.

8.2.1. 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.

8.2.2. Polarity of phase/neutral and earth: Certain appliances like Poroscope may give violent electrical shock during work if polarity conditions are not satisfied.

8.2.3. 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. Sometimes this may not be noticed by the operator at all.

8.2.4. 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.

8.2.5. 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-energized until the rectification is done.

8.2.6. Excavation/Addition/Alteration of the Buildings: 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.

## 9. Procedure to be followed in in case of multiple L1 bidders after opening of Price Bids

Following Scoring model will be used for deciding the L1 in case of tie. Please Note that Evaluation of marks based on the scoring model will be triggered only when multiple bidders are found to be L1. Accordingly, L1 will be decided based on the highest marks obtained in scoring model based on technical parameter/ matrix out of total 50 marks.

S.No.	Description	Score	Marks Obtained
1.	Legal Structure	20	
	Private Limited/Public Limited	20	
	Partnership	15	
	Proprietorship	10	
2.	Work Experience in the relevant field of work (Minimum 5 years' experience should be kept)	10	
	>20 years	10	
	20>=10 years	5	
	10>=5 years	2	
3.	Average Turn Over during the last 3 years ending 31.03.2022 (Depending on the estimated cost of work (at least 30% of the estimated cost of the work)	10	
	> 57.5 lakhs	10	
	36 lakhs >= 57.5 lakhs	5	
	28.75 Lakhs >= 36 lakhs	2	

4.	No. of works in Public/Private institutions [with more than built-up area of the building where work to be performed] handled in India in last 7 years (as on date of bid submission)	5	
	>20	5	
	20>=10	3	
	10>=5	1	
5.	Quantum of area of the building/work performed for the last 7 years	5	
	> 85300 sqm	5	
	51180 sqm >= 85300 sqm	3	
	34120 sqm >= 51180 sqm	1	
<b>Total Marks</b>		<b>50 (Max.)</b>	

#### **10. SUPPLEMENTARY INFORMATION TO THE TENDER/CORRIGENDUM/ AMENDMENTS**

If NABARD Assam RO deems it appropriate to revise any part of this TENDER or to issue additional information to clarify an interpretation of the provisions of this TENDER, it may issue corrigendum/supplements/clarifications to this TENDER. Such corrigendum/ supplementary information will be communicated on its official websites: [www.nabard.org](http://www.nabard.org), [www.nabard.org](http://www.nabard.org) and GeM portal only. Any such corrigendum/supplement shall be deemed to be incorporated by this reference into this TENDER. Any other document released by NABARD, Assam RO, Guwahati, is for information purposes only and will not be considered as the part of TENDER or its related corrigendum.

### **Annexure A TECHNICAL BID**

#### **“Providing Horticulture and Gardening Services at NABARD, Assam RO and its Staff Quarters, Guwahati”**

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

**To  
The Chief General  
Manager  
National Bank for Agriculture  
and  
Rural Development  
Assam Regional Office  
Guwahati**

<b>Sl. No.</b>	<b>Particulars</b>	
<b>1.</b>	Name of the Organisation	
<b>2.</b>	Complete address of the Registered Office	
<b>3.</b>	Phone No., Fax No. & Email id	
<b>4.</b>	Date of incorporation (enclose the copy of certificate of incorporation)	
<b>5.</b>	Permanent Account Number (enclose document)	
<b>6.</b>	Corporate Registration Number (enclose document)	
<b>7.</b>	GST REGISTRATION NO.	
<b>8.</b>	Name, designation and contact details of the contact person	

<b>9.</b> .	Income Tax Returns for last three financial years ending 31.03.2022 (enclose documents)	
<b>10</b> .	Annual turnover for past three years: 2021-22 2020-21 2019-20  (Copy of audited balanced sheets for above mentioned durations to be attached)	
<b>11</b> .	Whether the Organization is in the same business (similar work) for a minimum period of 3 years as on 31 <sup>st</sup> March 2022.	YES/NO
<b>12</b> .	If the answer to point 11 above is yes, please submit documents to substantiate.	
<b>13</b> .	Whether the Organization has satisfactorily completed  i) three similar works valuing not less than Rs. 28,74,594/-; or  ii) two similar works valuing not less than Rs. 35,93,242/-; or  iii) one similar work valuing not less than Rs. 57,49,187/-.  during last three years ending 31 <sup>st</sup> March 2022.	YES/NO
<b>14</b> .	If the answer to point 13 above is yes, please submit documents to substantiate	

<b>15</b> .	Whether turnover of the Organization in last three financial year s ending on 31.03.2022 was mor e than Rs. 15,00,000/-	YES/NO
<b>16</b> .	If the answer to point 15 above is yes, please submit copies of Audited Report including balance sheet, profit & loss for the last three financial years ending 31.03.2022.	
<b>17</b> .	Whether organization has a Labour License under Assam Shops and Commercial Establishment Act. If yes attach a copy of the same	
<b>18</b> .	Whether organization has a Labour License under Contract Labour Regulation and Abolition) Act, 1970.  If yes attach a copy of the same	
<b>19</b> .	Whether the organization has a valid ESIC Registration. If yes attach a copy of the same	
<b>20</b> .	Whether the organization has a valid EPFO Registration. If yes attach a copy of the same	
<b>21</b> .	Whether the organization has a valid GST Registration. If yes attach a copy of the same	

**I/We hereby certify that the information furnished above is full and correct to the best of my/our knowledge and belief. I/We understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and will not have any dealing with the Department in future.**

**Name of the Organisation:** \_\_\_\_\_

—

## **Name, Designation and Signature of the Authorized Signatory**

**Seal**

**Date**

**Place**

### **Annexure B**

#### **FINANCIAL BID**

**(To be filled online)**

#### **PREAMBLE**

- 1) Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The worksheet, showing the break-up of the total rates quoted, enclosed with the Schedule of Quantity should be filled carefully. The contractor should furnish Rate Analysis for scrutiny of the rates if required by NABARD, Assam RO.
- 2) 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. In case, ESI facility is not applicable, then the agency will take Group Medical insurance of Rs.10.00 lakh to cover OPD/IPD for each workmen (Out Patient Department and In Patient Department). The expenditure incurred by the contractor towards payment of employer's share of ESI, EPF and Group Medical Insurance Premium (if applicable) contributions, if any, for this contract, shall be reimbursed by NABARD, Assam RO, as the case may be, on production of proof of payment (counterfoils) & other documents such as registration number, photo card etc. along with monthly bill. The rates in the Schedule of Quantity should be quoted EXCLUSIVE of ESI, EPF & Group Medical Insurance benefits, but should be based on the minimum wages as notified by Office of the Chief Labour Commissioner (Central), Ministry of Labour & Employment Government of India for Category A from time to time.
- 3) The rates quoted should be **exclusive** of expenditure pertaining to Payment of Bonus Act, 1965. The Bonus as applicable shall be reimbursed to the contractor on production of proof of payment. Bonus shall be payable on a monthly basis.
- 4) The rates quoted should be **inclusive** of expenditure pertaining to Payment of Gratuity Act, 1972.
- 5) The rates quoted SHOULD NOT include Goods and Services Tax. Service tax, as applicable, shall be paid depending upon the rate decided by Government of India from time to time.
- 6) The rates quoted SHOULD include cost pertaining to the disposal of garbage as indicated in Scope of Work confirming to the Solid Waste Management Rules 2016.
- 7) In case the rates quoted are found unreasonable and do not conform to the specifications or stipulations given in the tender document, the financial bids submitted would be rejected outright and the final decision in this regard will be that of NABARD, Assam RO.

- 8) Rates shall have to be quoted both in words and figures.
- 9) The manpower indicated in the financial-bid is indicative. It may be increased or decreased by National Bank Staff College by giving a notice in writing to the contractor.
- 10) Contractor at his own cost will provide 2 new sets of uniform to each worker deployed at **NABARD Assam RO** every year and an Identity Card. The uniform should be made from cloth of a reputed brand like Siyaram, Donear, etc. and each set will include a shirt, trouser, sweater for winter season and one pair of black shoes. Minimum cost of each set of uniform (including a pair of shoe) shall be Rs.2,000/-. The Uniform shall be approved by **NABARD, Assam RO, Guwahati**.
- 11) The bid not adhering to above mentioned directions is liable to be rejected.

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**SCHEDULE OF QUANTITY AND CALCULATION SHEET SHOWING BREAK-UP OF THE RATES QUOTED FOR NATIONAL BANK STAFF COLLEGE AND BANKERS INSTITUTE OF RURAL DEVELOPMENT**

PART -I (WAGES)				
	Category of Staff Employed	Minimum number of Staff to be employed as indicated in Annexure C	Wage rate per day* (Rs.)	Wages per annum (Rs.)
i	Semi-Skilled	2	456	Rs.2,84,544/-
iii	Highly Skilled	1	554	Rs.1,72,848/-
A	Total			Rs. 4,57,392/-
PART - II (MANAGERIAL AND ADMINISTRATIVE CHARGES)				
B	Managerial & Administrative fees for executing the work inclusive of Contractor's Profit (Per Annum) for both NABARD Assam RO & its Staff Quarters in Guwahati (in Rs.) (Will include all contractual obligations mentioned in the Preamble to financial-bid).			(To be quoted by Bidder in figures and in words)
C	Cost of Uniform (2 Sets to be provided annually) and Identity Card. The uniform should be made from cloth of a reputed brand like Siyaram, Donear, etc. The Uniform shall be approved by NABARD Assam RO. (Rs. 4000 per worker per year) (3 X Rs.4000)			(To be quoted by Bidder in figures and in words)
D	Premium towards third party insurance cover of minimum Rs.10 lakh to safeguard against any damage caused to NABARD Assam RO & its Staff Quarters in Guwahati. (Quotation from General Insurance company may be submitted)			(To be quoted by Bidder in figures and in Words)
E	Group Insurance premium for 3 workers employed which is covering injury and accidental death at work place on each occasion with risk cover of atleast Rs.5,00,000 per person per annum. (Quotation from General Insurance company may be submitted)			(To be quoted by Bidder in figures and in Words)
F	Total Managerial and Administrative Charges ( D + E + F+G)			Rs.
PART - III (CALCULATION OF RATE OF SERVICE CHARGE) (AS % OF WAGES)				
G	F / A * 100 %			

\* Latest Wage Rates for employees engaged in "Agriculture" as notified by the Office of the Chief Labour Commissioner (Central), Ministry of Labour & Employment, Government of India

**Note: The contractor shall be paid per month the minimum wages of the workers deployed plus the Managerial & Administrative Charges as a percentage of the minimum wages and that percentage will be "G" arrived above and will remain firm for the entire duration of the contract.**

**SIGNATURE OF THE BIDDER WITH SEAL**

**DATE:**

**PLACE:**

### **Annexure C**

**Average number of personnel to be deployed by the contractor for undertaking the work as per our assessment of the work involved:**

The minimum number of personnel to carry out the work under the scope of this contract satisfactorily for NABARD Assam RO & its Staff Quarters in Guwahati is 3 as per the details given below :

S No	Particulars	Average deployment per day
------	-------------	----------------------------

1	Qualified personnel/Supervisor (Head gardeners etc.) having practical experience of 5-10 years for working in this field and carry out such maintenance work. (Highly-Skilled)	1
2	Other personnel (gardeners etc.) having practical experience of 5-10 years for working in this field. (Semi-Skilled))	2
	<b>Total minimum number of personnel proposed to be deployed per day</b>	<b>3</b>

**Note:** The manpower indicated is indicative. It may be increased or decreased by NABARD Assam RO Guwahati by giving a notice in writing to the contractor.

#### **Annexure D**

**(On stamp paper of Rs.500/- and duly notarized)**

#### **IRREVOCABLE UNDERTAKING**

To,

Chief General Manager

National Bank for Agriculture

And Rural Development

Assam Regional Office

Opp. Assam Secretariat

G S Road

Dispur

**Guwahati - 781 006**

Pursuant to your advertisement on GeM Portal, CPP Portal and on websites : [www.nabard.org](http://www.nabard.org), for “Providing Horticulture and Gardening Services at NABARD Assam RO & its Staff Quarters in Guwahati, I/we submit my/our offer. The offer is valid for a period of 90 days from date of opening of financial bid. I/We, in consideration of you agreeing to the process and consider our proposal, irrevocably undertake that during the currency of my/our bid, I/we will not withdraw or modify the offer in terms of the price quoted or in terms of other terms and conditions on which the offer is made.

I/We are not debarred or blacklisted by any Govt. Department.

Our Track record is clean without any involvement in illegal activities or financial frauds. There is no case with the Police/Court/Regulatory authorities against us. We are not prosecuted or suffered any penalty for violation of any statutory laws by any Authority.

As NABARD has invested good amount of money and time for processing my/our proposal, in the event of my/our committing default of this undertaking, or for any reason whatsoever, I/We hereby further undertake to pay NABARD liquidated damages equivalent to the Earnest Money Deposit (EMD).

This undertaking is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Signature

Name

Address

NOTARY SEAL & SIGN

#### **Annexure E**

#### **FORM OF BANK GUARANTEE FOR BID SECURITY**

(To be stamped properly as per applicable law)

KNOW ALL MEN by these present that we \_\_\_\_\_

(Name and address of Bank), having our registered office at \_\_\_\_\_

(hereinafter called "the Bank") are bound unto The NABARD Assam RO, Guwahati 781006 (hereinafter called "NABARD Assam RO") in sum of Rs. \_\_\_\_\_ for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated \_\_\_\_\_ for providing Horticulture and Gardening Services (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. \_\_\_\_\_ (Amount in figures and words) as Performance Security against the Bidder's offer as aforesaid.

AND WHEREAS \_\_\_\_\_ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the NABARD Assam RO may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the NABARD Assam RO and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
  - a. The Bidder, in case the bid is accepted by the NABARD Assam RO, executes a formal agreement after furnishing the Performance Guarantee of a Scheduled Commercial Bank based in India.
  - b. Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the NABARD Assam RO during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para of the NIT.
- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in any PSU / PSB / or in any other departments of State Governments / Union Government.

WE undertake to pay to the NABARD Assam RO upto the above amount upon receipt of their first written demand, without the NABARD Assam RO having to substantiate their demand provided that in their demand the NABARD Assam RO will note that the amount claimed (i), (ii), (iii) (a), (iii) (b), (iv) or (v) mentioned above specifying the occurred condition or conditions.

**Authorized Signatory**

**Date:**

**Place:**

**Annexure F**

**FORMAT FOR CLIENT'S REPORT (ON CLIENT'S LETTER HEAD)**

-

Performance details of the Firm: M/s

Located at:

1.	Work order/reference No.	
2.	Gross Value of the Contract(in Rupees)	
3.	Date of commencement of Contract	
4.	Whether the Service carried out as per agreement and the scope of the work entered with the Firm	
5.	Reason for delay (if any)and whether any penalty/liquidated damage, if any, was imposed onthe firm	
6	Comments on capabilities of the firm (indicate grading)	
a.	Quality of Security provided by the firm	Outstanding/Very Good/ Good/Satisfactory/Poor
b.	Technical proficiency/competence	Outstanding/Very Good/ Good/Satisfactory/Poor
c.	Integrity and reliability of the partners/proprietors of the firm	Outstanding/Very Good/ Good/Satisfactory/Poor
d.	Integrity and reliability of the Personnel deployed	Outstanding/Very Good/ Good/Satisfactory/Poor
e.	Dealings in the execution of the work, adherence To schedule and time	Outstanding/Very Good/ Good/Satisfactory/Poor
7.	Did the firm go for arbitration?	
8.	Any other information in your view will help us in making our decision.	

Signature of the Reporting Officer Place

(Office Seal)

Place:

Date:

.

## 7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

#### 8. **Buyer Added Bid Specific SLA**

Text Clause(s)

### **Additional Service Level Agreements**

1. The NABARD Assam Regional Office, Guwahati will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
2. The NABARD Assam Regional Office, Guwahati will communicate the successful bidder by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the Work Order) shall prescribe the amount which the NABARD Assam Regional Office, Guwahati will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
3. The successful bidder will be required to execute an agreement in the form specified in **Annexure 1** within a period of 30 days from the date of issue of Work Order.
4. The successful bidder also has to provide the Performance Bank Guarantee of Rs 18,300/- in the format attached as **Annexure 2**.

## **Annexure 1**

### **ARTICLES OF AGREEMENT**

On Non-judicial stamp paper

#### **AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT for Providing Horticulture and Gardening Services at NABARD Assam Regional office, Guwahati.**

**THIS AGREEMENT** is made at Guwahati on this ..... day of \_\_\_\_\_ 2023

### **BETWEEN**

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Head office at C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai -400051, hereinafter referred to as "**NABARD**" (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the ONE PART represented by its Principal, having regional office at Assam, Guwahati – 781 006 .

### **AND**

M/s ....., a firm/society/company registered/incorporated under the Companies Act, 1956 Act having GST regd. no. .... and hereinafter referred to as the 'Contractor' (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their successors liquidators, administrators and assigns) of the OTHER PART represented by Shri .....

{NABARD and the Contractor are collectively hereinafter referred to as "the parties")

### **WHEREAS**

1. NABARD, being desirous of outsourcing the works relating to Annual Maintenance contract for Providing Horticulture and Gardening Services at NABARD Assam Regional office and its Staff Quarters at Plot 3 & Plot 4 at Guwahati (hereinafter referred to "the said works") of its premises at Guwahati (hereinafter collectively referred to as "the said Premises") for the period of ..... to ..... had, vide its letter No. .... dated ..... 2022, issued a "Notice Inviting Tender" (hereinafter referred to as "the NIT") inviting bids for providing the said works at the said Premises. A copy of the NIT is annexed herewith as "Annexure 1" and to be read as part and parcel of this Agreement.
2. The Contractor had, vide its letter dated ..... 2023, submitted its Tender for undertaking Said works at the said Premises.
3. NABARD, vide its Letters of Intent No ..... dated ..... 2023 had selected the Contractor for carrying out the said works at the said Premises.
4. The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

### **NOW THIS INDENTURE WITNESSES AS FOLLOWS:**

1. The contract shall commence from ..... and shall continue **till** ..... unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of **Rs. .... for a period of one year** to the

Contractor for carrying out the said works in the said Premises as per the details given in **the tender document**. The rate will remain fixed throughout the entire period of contract i.e. till ..... and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled/semiskilled/unskilled Labour/Guards, the rates will be revised proportionately as per the revision in minimum wages as announced by State/Central Govt. whose rates are adopted. NABARD will make payments only after the satisfactory completion of the periodic services on monthly/ quarterly basis as indicated in the tender document.

The contractor will implement and operationalize complaint registration system (web based / app based) if supplied by NABARD. No payment will be made by NABARD to the contractor in this regard.

2. The contract may be extended for further period/s after the expiry of the initial period i.e. .... as indicated in the tender document. NABARD shall, in that event, make a request in writing in this behalf to the Contractor one month prior to the expiry of the current contract/extended contract and upon such request, the Contractor shall provide the said works at the said Premises, on the same terms and conditions or with some addition

/deletion/modification, for a further specific period, mutually agreed upon by the parties.

3. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.

4. The Contractor should make discreet inquiries about the character and antecedents of the persons whom they are deploying in NABARD. The Contractor shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.

5. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by:-

- i) List of individuals deployed ii) Bio-Data containing educational qualifications and previous experience/s, date of birth, etc.
- iii) Certification of verification of antecedents of persons by local Police authority. iv) Identity Cards bearing photograph.

6. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in **tender document**. No additional payment shall be made if the contractor keeps more staff for completing the pending work or if minimum staff strength is not able to perform satisfactorily as per the contract provision. All deployed manpower shall wear Identity card/s provided by the office every day during working hours. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.

7. The said works at the said Premises, which will be entrusted to the Contractor from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.

8. The Contractor shall, for all intents and purposes, be the "Employer" within the meaning of different Labour/Guards legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him and deployed in NABARD shall remain under the overall control and supervision of the Contractor. The persons deployed by the Contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The Contractor's personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour/Guards (Regulation & Abolition) Act, 1970 and PSARA Act, 2005.

9. The Contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required for carrying out the said works in the said Premises in accordance

with this Agreement. The Contractor shall also inform and assist NABARD in procuring any registration, permissions or approvals, which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act 1970 and the Rules and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/ or renewed from time to time throughout the currency of this Agreement.

10. All persons deployed by the Contractor in NABARD will be subjected to security check by the NABARD while entering and leaving the premises. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.
11. The Contractor shall attend to complaints relating to the said work received from the employees of the NABARD and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.
12. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.
13. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions/duties, or for payment towards any compensation.
14. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to NABARD or any person authorized by NABARD, on demand. Further, the Contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.
15. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD. It will be the responsibility of the contractor for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.
16. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, and Sweater to the persons employed by it and necessary tools, security equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.
17. The Contractor, wherever and whatever material is provided by NABARD, shall use it properly. Any improper use leading to wastage/ pilferage shall be made good by the Contractor to NABARD.
18. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed 'by the Contractor if they sustain any injury etc., while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD.

19. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, and administrative / organizational matters as all are of confidential/secret nature.
20. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.
21. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.
22. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the CGM, NABARD Assam Regional Office, Guwahati so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
23. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.
24. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/conflict of interest/improper conduct.
25. In case, the manpower deployed by the Contractor commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD, remove him/them from the said Premises.
26. The Contractor shall pay the manpower deployed in NABARD their wages as in accordance with the Minimum Wages Act, 1948 as applicable in the State of Assam/Gol, Central wages, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and BONUS Contribution or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.
27. The Contractor, as a taxable service provider, must have GST registration and should attach a copy of Certificate along with the Agreement. The Invoices/ Bills/ Challans should be serially numbered and it should contain the Name and address of Service Provider & Service Receiver, Description of service, etc.
28. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are released before the 7th day of the following month in the presence of NABARD's representative, irrespective of receipt of payment from NABARD.
29. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.
30. The Contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
31. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to NABARD or any other authority under law.
32. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be

responsible for acts of commission and omission on the part of its staff and its employees etc. If NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees /agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

33. The Contractor will have to deposit a security amount of **Rs. ....** to NABARD Assam Regional Office, Guwahati in the form of

(a) A bank guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Buyer on demand within three working day without any demur whatsoever and without any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof of payment. **or**

(b) The Performance Security may be directly credited in our Current Account,

In case, the Agreement is further extended beyond the initial period, the security deposit would be retained.

34. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.

35. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.

36. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.

37. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.

38. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of

NABARD.

39. If the services of the contractor are not found satisfactory, the contractor will be given one month notice to improve his services. If the contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the contractor firm can terminate the agreement by giving three months' notice in advance. If the Contractor fails to give such three months' notice in writing for termination of the agreement, then the Security Deposit will be forfeited. Notwithstanding anything contained in this Agreement, the Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till the date of termination this agreement.

40. On the expiry or early termination of the Agreement, the Contractor will withdraw all its personnel without in any way causing any damage to the said premises and the property therein and clear their accounts by paying them all their legal dues. The persons deployed by the contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in NABARD.

41. **Resolution of disputes**

41.1 This Agreement shall be governed by and construed in accordance with the laws of India.

41.2 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representative.

41.3 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:

*"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties."*

41.4 The venue of the arbitration shall be at Assam, Guwahati

41.5 The language of arbitration shall be English.

42. Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

43. Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

44. This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

45. This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.

46. The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies.

In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorised officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered by  
Shri/Smt. \_\_\_\_\_  
DGM/GM

Signed, sealed and delivered by  
by Shri/Smt. \_\_\_\_\_

For & on behalf of NABARD

the duly authorized signatory for &

on behalf of the contractor

In the presence of

In the presence of

1.....

1.....

2.....

2.....

## **Annexure 2**

### **FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be stamped properly as per applicable law)

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between

\_\_\_\_\_ (Name of the Bank) (hereinafter called the "Bank") of the one part and the NABARD, Assam RO, Guwahati (hereinafter called the "NABARD, Assam RO") of the other part.

2. WHEREAS the NABARD, Assam RO has awarded the contract for Providing Horticulture and Gardening Services contract for Rs. \_\_\_\_\_ (Rupees in figures and words) (hereinafter called the "contract") to M/s \_\_\_\_\_ (Name of the contractor) (hereinafter called the "contractor").

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).

4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank) hereby declare that the said Bank will guarantee the NABARD Assam RO the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the NABARD Assam RO, the Bank is engaged to pay the NABARD Assam RO, any amount up to and inclusive of the aforementioned full amount upon written order from the NABARD Assam RO to indemnify the NABARD Assam RO for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the NABARD Assam RO immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the NABARD Assam RO any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of \_\_\_\_\_ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the NABARD Assam RO agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the NABARD Assam RO and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

9. The neglect or forbearance of the NABARD Assam RO in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the NABARD Assam RO for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the NABARD Assam RO", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (year) being herewith duly authorized.

**Authorized Signatory**

**Date:**

**Place:**

9. **Buyer Added Bid Specific SLA**

File Attachment [Click here to view the file.](#)

10. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

11. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

12. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

13. **Payment**

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

14. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

15. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT Account No. NABADMN12 IFSC Code NBRD0000002 Bank Name NABARD Branch address HEAD OFFICE, MUMBAI. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

16. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior

written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 17. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

### **Annual Maintenance Contract for Landscaping & Gardening at Office Premises and Quarters Plot No.3 & Plot No. 4, Sarumotoria, Guwahati - 6.**

#### **I. Landscaping and Gardening Work:**

1. The skilled gardeners should attend to the work in two shifts and take proper care of gardens at NABARD Office Premises-G.S.Road, Dispur Guwahati-781006 and residential quarters/SRAs at Plot No. 3 & Plot No. 2, Bye Lane No.2, Dilip Huzuli Parth, Sarumotoria, Dispur, Guwahati-781006.
2. The contractor will provide services of experienced and skilled gardener to the above mentioned property.
3. In order to carry out his work smoothly/efficiently and to beautify the colony, the contractor will meet with the bank officers once in a week and make action plan for the future and the same will be executed, implemented. The estimated cost of the required material such as plants manure, seeds, etc. and ensuring of its supply will be approved by the bank. **Necessary information on the same will be imparted / promulgated by the bank.**
4. If there be anticipated danger to plants from rats / pests the same is to be informed to the assistant caretaker and complaint is to be lodged in the register.
5. The working hours of the gardeners will include 01 hours for lunch. The gardeners will work in such a manner that all jobs are completed within the working hours. In case a job is pending and not completed within the working hours, the gardeners will work till completion of the job. No extra payment will be made for the extra working hours.
6. In case of emergencies, the gardeners will work till the emergency is met and not compensation will be made for the same.
7. All the gardeners appointed by the contractor will report to NABARD caretaker or a person nominated for the purpose on all working days.
8. The services of gardeners should be made available for other additional related and required work as per the bank's requirement.
9. Agreed cost will include wages, local travel charges, maintenance of office toolkits such as scissors, spade, shovel, trowel, vase, etc., contingencies profit of the contractor, other incidental expenditures and wages on weekly holidays / leave.

10. The interested contractors are expected to look at the work place, analyse the nature of work and judge the volume of work by visiting the buildings or any working day to know the amount of work involved before submitting their bids.
11. The contractor, before signing the contract agreement, should meet the concerned officer to assess the situation.
12. The contractor will be responsible for observance of all legislative provisions, ESIC, provident funds, life / accidental insurance cover, licenses etc. in respect of all his subordinates/workers.
13. The loss of cost including injury to personnel during the course of work will not be borne by NABARD, but at the cost of the Contractor.
14. If required, the duty hours of the gardeners may be split by the bank into morning and evening.
15. All the payments/emoluments mentioned in the contract are subject to legislative laws, Income tax, Service tax and Work contract tax whatever is applicable from time to time.
16. The contractor will take part in the local gardening competition as may be decided by NABARD, if felt required, at least twice in a year for the colonies and the office.
17. Location and Requirement of Manpower to be deployed:-

<b>Location</b>	<b>Number of Skilled Staff</b>	<b>Working Hours</b>
a) Garden Caretaker in NABARD Assam Regional Office Premises, G. S. Road, Dispur, Guwahati 781006.	One Skilled Staff	09:30 AM to 05:30 PM including 1 hour lunch time.
b) Residential Quarters / SRAs at Plot No. 3 & Plot No. 4, Byelane No.2, Dilip Huzuri Path, Sarumatoria, Dispur, Guwahati 781006.	One Skilled Staff	08:30 AM to 04:30 PM including 1 hour lunch time.

## **II. Scope of Work:**

1. Preparation of lawn wherever required.

2. The work involves mowing of grass of green lawns twice a month with the help of lawn mower as well as de-weeding.
3. The lawns shall be thick and cushioning shall be experienced, the appearance should be well green and free from weeds. Mixing neem cake, well decomposed cow dung manure and urea (To be paid separately by NABARD, Assam RO, Guwahati), on basis of actual requirement.
4. Cutting the grass of rough areas by hand or brush cutter once a month.
5. Watering of lawns from water provided by NABARD Assam RO. Watering shall be done every week
6. The work involves day to day watering and de-weeding of various plants like shrubs, hedges, ground covers & grass lines and uprooting of grass/wild growth from all the paver blocks, path ways, open and undeveloped areas.
7. Cleaning/brooming of lawns and removal of dry leaves/other wastes from all the lawns and hedges etc. as complete and as required at site as directed by the NABARD Assam RO Officials.
8. Cutting and trimming of existing hedges from both sides and top disposing the waste generated at position indicated by NABARD Assam RO.
9. Providing new hedges
10. 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 in other seasons in entire NABARD Assam RO and its staff quarters campus measuring (Including buildings, structures and roads)
11. Maintenance of Hedge plants along the boundary wall and along the pathways and roads. Cutting and trimming of existing hedges from both sides and top disposing the waste generated at position indicated by NABARD Assam RO.
12. Regular maintenance of existing flower beds by digging with Khurpi to increase porosity of soil to provide better growth conditions and mixing well decomposed cow dung manure two times in a year. Mixing sterameal, flower mix, urea, and bone meal, if required for better flowering. (The cost of manure and fertilizers shall be paid separately by NABARD Assam RO, Guwahati). In the event of non-survival of plants, they will have to be replaced by the contractor undertaking the maintenance work, free of cost. It will be responsibility of the contractor to ensure that the rate of mortality is below 20%.
13. Maintenance of perennial trees planted in NABARD Assam RO, Guwahati and its staff quarters campus. This includes watering, cutting, pruning. Planting of new trees as and when decided by NABARD Assam RO, Guwahati. The cost of the trees shall be borne by NABARD Assam RO, Guwahati. In the event of non-survival of trees, they will have to be replaced by the contractor undertaking the maintenance work, free of cost. It will be responsibility of the contractor to ensure that the rate of mortality is below 20%. Replaced trees shall carry a defect liability maintenance period of six months from the date of plantation.
14. Maintenance of Ground cover plants in NABARD Assam RO and its staff quarters campus. This includes watering, curing, dusting, cutting, to proper shape and

taking full measures towards providing a beautiful environment by the literal meaning of the word ground cover. It also includes digging the beds by Khurpi, de-weeding and spreading and mixing of a 3 cm thick layer of well decomposed cow dung manure. (The cost of manure to be paid by NABARD Assam RO, Guwahati)

15. Maintenance of creepers, supporting and climbing the creepers in the desired shape, watering, cutting and curling as per routing requirements, regular maintenance of beds or the pits as the case may be. The cost of plants will be borne by NABARD Assam RO, Guwahati.
16. Preparation of ground for flower beds, planting material, seeds, etc. watering pruning, de-weeding, spreading/mixing of cow dung manure and flower mix towards the regular flowering requirements.
17. Maintenance of Potted plants including replacement of mortality and broken pots.
18. Anti-termite treatment of soil as per latest IS specification as and when required. Cost of the material required for anti-termite treatment will be paid by NABARD Assam RO, Guwahati.
19. The entire scope of work shall be attended by deploying trained personnel on a daily basis from 9:30 AM to 5:30 PM everyday excluding Sunday. They should report daily to NABARD Assam RO's PSO/Care-Taker at office before taking up their duties and at the close of the day as per the specified timings.
20. Replacing the dead plants if any, shall be done without any extra cost.
21. The contractors shall keep all the tools, tackles, hose pipes, etc, on his own. 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.
22. The Contractor should be enabled to prepare and maintain Herbarium Garden/Corner. The cost for the same should be included in the contractor's profit.
23. New plantation to be taken up shall be considered at extra cost with prior approval of the NABARD Assam RO, Guwahati.
24. Although the water will be provided by the NABARD Assam RO, 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.
25. Various garden hydrant chambers shall be kept under lock when not in use.
26. If any changes in the landscape of NABARD Assam RO and its staff quarters campus are made in future, the maintenance of the same would also be under the scope of the contract.
27. Contractor shall ensure that a Professionally Qualified and Expert Horticulturist visits at least once a month at NABARD Assam RO to supervise the Horticulture related activities and to give further suggestions/inputs regarding better maintenance. An annual plan for Horticulture Maintenance broken into quarterly activities would have to be submitted to NABARD Assam RO after execution of the

agreement and performance of the contract would be measured thereagainst.

28. The health and growth of the plants shall be the prime concern of the contractor and if the performance is not satisfactory it may lead to commensurate reduction in the monthly charges at the discretion of NABARD Assam RO Officials.
29. NABARD Assam RO may increase or decrease the scope of work if need arises in future. This change in scope of work shall be binding on the contractor.
30. Minimum tools and machines required to be provided by the contractor:
  - (a) Lawn Roller – As per requirement
  - (b) Diesel/Power Operated Lawn Mower - As per requirement
  - (c) Hand operated roller type lawn mower - As per requirement
  - (d) Pipe for watering - As per requirement
  - (e) Spades
  - (f) Kudal
  - (g) Khurpi
  - (h) Pointed Khurpi
  - (i) Water Sprinkler System for Watering - As per requirement.

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. MATERIAL TO BE PURCHASED AND SUPPLIED TO NABARD Assam RO. 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. In addition to this below mentioned items will be purchased by the contractor and supplied to NABARD Assam RO on as and when required. The quantity to be supplied will be conveyed to Contractor by NABARD Assam RO. Contractor will be reimbursed the expenses incurred on producing the actual tax invoice of goods purchased. The contractor profit towards overheads transportation, replacement cost, care etc. will be the same as percentage of the contract value quoted by him/her in the financial bid. Sr. No. Description of Material :

1 Supply and Maintenance of new pots including cost of new plant & pot if required.

2 Supply & stacking of well decomposed cow dung manure at NABARD Assam RO 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 Ch.M. for Manure measured in Trolleys and 0.20 Cu. M. for Manure measured in Trucks shall be applicable towards the Tyre Boxes).

3 Supply of Urea in Phases as per the requirement.

- 4 Supply of Neem Cake in Phases as per the requirement.
- 5 Supply of Good Quality DAP fertilizer as per the requirement.
- 6 Supply of Rose Mixer for Shrubs & Flowering Trees as per the requirements. 7 Supply of Good Quality Chunna (lime)
- 8 Supply of Good Quality Terra Cotta
- 9 Supply of Insecticides/ Pesticides/ Weedicides as per the requirement.

Note: The above mentioned list is indicative. The decision regarding actual items to be purchased shall be decided by NABARD Assam RO, Guwahati.

### **Scope in General :**

- 1) Proper designing, making and maintaining of garden with mini park comprising of jhulas in Residential quarters.
- 2) The gardener will sprinkle water on the plants in the garden at regular interval as required.
- 3) The contractor will also ensure provision of indoor plants at the Entry door SRAs and quarters. The gardener is required to remove the flowers/plants from their place and put them under the sun at fixed interval and then after that put them back in their respective places.
- 4) The maintenance of lawn includes, weeding, trimming and pruning of grass by mowing with grass cutting machines, top dressing, using of manure fertilizers, spraying of insecticides, pesticides, fungicides, weedicide sweeping and watering, etc. and patch work by planting the dob grass where dead.
- 5) The maintenance of trees, shrubs and creepers include the maintenance of all trees, shrubs and creepers by their manuring, watering hoeing, pruning and trimming, replacement of old dead one by one and to ensure enough supply of air and water. The creepers across wall are to be provided support by rope and other trees and shrubs by bamboo sticks as required.
- 6) The maintenance of hedges includes their watering, hoeing of channels pruning and trimming and replacing old and dead plants by planting the new saplings/ cuttings dead /up-rooted plants etc.
- 7) The curb stones along with roads and decorable pots in the campus shall be washed at least once a month.
- 8) The Potted Plants are to be maintained at least at the present level of maintenance in the building, both inside the Corridors on all floors and around the buildings.

### **III. Other Seasonal Maintenance:**

- 1) Pruning, cutting and dressing bushes and plants: pruning should be done at regular intervals, strictly ensuring no damage to the beauty &

- aesthetics of the hedges & plants on all sides.
- 2) Mow and prune the grass everywhere whenever required or at-least once in a month by keeping it aesthetically decent.
  - 3) Planting of seasonal flower plants like marigold, dahlia, zinnia, etc. in each of the three seasons in a year at the places as may be demanded and decided by Competent Authority.
  - 4) Planting additional trees plant as may be indented by Competent Authority.
  - 5) Add pots with plants as indented by the Competent Authority as and when necessary.
  - 6) Burn the waste, dried leaves, mowed grass etc., once in a week only in the presence and at the direction of an authorized official of National Bank (NABARD), at the designated place without affecting the live trees in any manner whatsoever/ without causing any damage /inconvenience to the NABARD or Public in the surroundings.
  - 7) Apply Insecticides/ Pesticides to control pests and cure the insect infections. Organic pesticides like Neem oil can be sprayed periodically to prevent & cure contamination.
  - 8) Provide suitable and seasoned bio-manure/ gobar/compost /fertile red soil to the plants as and when necessary or at-least twice a year. Vermi-culture may be done in the garden to make the soil more fertile.
  - 9) Erosion of soil on any part of the garden due to rain or for whatsoever reason will have to be filled up with good red soil and levelled.
  - 10) The contractor shall thoroughly clean the dust and dirt, debris etc., and remove all the scaffoldings and other materials used for the works away from the site and keep the site free from all the above.
  - 11) All garden tools will be brought and maintained by the contractor at his own cost without charging extra cost.

#### **IV. Workers Related Matters:**

- 1) The workers should have experience of gardening/ landscaping to perform their duties satisfactorily. They (i.e. gardeners / supervisors) should be skilled, trained, strong, healthy and medically fit, alert, polite, courteous and able to perform their duties diligently. The said workers should be properly dressed and disciplined. Any discourteous behavior on their part may lead to termination of the contract.
- 2) In the course of their activities, the gardeners, workers shall not spoil the landscape garden, plants, trees, shrubs, potted plants etc. in any manner whatsoever. They shall not disturb/ cause inconvenience to the officials, participants, campus residents, any third party or their property in any case.
- 3) The Contractor shall adhere to the provisions of applicable labour laws such as Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Employees State Insurance Act, Equal Remuneration Act, 1970 and rules made thereunder. The contractor has to ensure that the payment of minimum wages is made as per Central Government / Assam Government notifications whichever is higher.
- 4) The Contractor shall, at his own expense, arrange to take and maintain till the end of the contract period in the name of Contractor, an Insurance Policy towards Workmen's Compensation from any Insurance Corporation for any bodily injury and / or death etc. of the persons engaged for the

maintenance work. On renewal of the contract the insurance policy is to be also renewed.

- 5) The Contractor, on the request of the Competent Authority shall immediately dismiss from the work any of the Contractor's workers/ gardeners or any person/s engaged by them to carry out the above jobs, who in the opinion of the Competent Authority, may be unsuitable or incompetent for the work entrusted. Further if any of the workers/ gardeners commits any misconduct, such person/s shall not be employed again by the Contractor without the permission of the Competent Authority. Suitable replacement to be made immediately.
- 6) The Contractor shall not engage any person with a criminal record/ conviction and shall bar any such person from participating directly or indirectly in rendering the services under this agreement.
- 7) The Contractor shall submit the photographs, names, addresses, phone numbers/ contact numbers of the persons deployed to work in the garden.
- 8) Workers' register will have to be used at work site for garden workers attendance.
- 9) The contractor shall provide gum-boots and hand gloves to the workers/ gardeners as a protective measure for safety of the workers. The contractor shall also provide rain protective gears to the workers/gardeners during rainy season.
- 10) NABARD, Assam RO, Guwahati shall not accept any claim in the event of any worker/ gardener sustaining any injury, damage or loss to either person or property either inside or outside NABARD's premises. If any person engaged by contractor is injured or rendered partially/ permanently disabled/ indisposed due to any reason such as disease, accident, fire etc. during the working hours, it shall be the sole responsibility of the contractor to take care of the man to pay necessary compensation in respect of such personnel as per relevant labour laws including all medical expenses, legal expenses etc. and NABARD, Assam RO, Guwahati does not hold any responsibility in this regard whatsoever.

## **V. Penalties in case of violation of the contract**

- 1) Contractor has to compensate NABARD, in case of any default or dereliction of duty on their part in any manner in adhering to the terms and conditions as agreed to, equivalent to amounts chargeable forgetting the job done from outsiders at piece meal rates plus the office overheads for the time and energy of various officials and staff as may be decided by the Competent Authority.
- 2) Penalty upto Rs.600/-will be imposed for the following lapses:
  - a) Non-watering/ partial watering of plants on any day.
  - b) Unscrupulous cutting of trees/ plants and allowing them to die.
  - c) Non-replacement of dead plants.
  - d) Inadequate care of any plant leading to emaciation.

- e) Garbage disposal without conforming to NABARD's stipulations as above.
  - f) Not following the instructions given by the Competent Authority.
- 3) In case the services are not found satisfactory, the Competent Authority shall be at a liberty to withhold any payment/s that may be due to the Contractor or till such time, such services are rendered to the satisfaction of the Competent Authority.
- 4) The Contractor shall keep the NABARD indemnified fully and without limit against all costs, claims, damages, expenses, fines, losses, liabilities and penalties including attorney's cost, expenses accruing, incurred or suffered by the NABARD directly or indirectly arising on account of:
- a) Failure by the Contractor to perform any of the obligations under this contract, in accordance with the provisions of this contract;
  - b) Any claim from any statutory authority or workers of the Contractor with respect to their terms of services, arising in relation to non-compliance by the Contractor with any matter set out herein;
  - c) Any act of commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this contract by the Contractors / workers ;
  - d) Any offence mentioned in the Indian Penal Code 1860 including theft, robbery, extortion, misappropriation and the like (and its subsequent amendments including ones taking effect even after the effective date) or accident in relation to any assets or properties or documents or instruments of the Contractors which are, or are deemed to be, in custody of the Contractors;
- e) any adverse claim/s of whatsoever nature made on the NABARD; and
- f) any act of the contractors' workers in any manner whatsoever
- 5) In case of failure in executing any assigned work/supply and also in case of defective, untimely, delayed execution, the NABARD, Assam RO, Guwahat is authorized to assess them in pecuniary terms and deduct such amount from the proceeds payable to the contractor as is deemed fit by the Competent Authority.

**General Note:**

Contractor has to get signature of the Caretaker / ACT in the prescribed formats after completing the work. In case of no signature against a work, payment shall not be done. If the signature is found to be forged / fabricated by the Contractor, suitable penal action shall be taken against the Contractor, which may lead to termination of the Contract.

**DECLARATION BY THE CONTRACTOR:**

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

Signature

Name

Place

Date

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which share a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws. जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध वे संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देना वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

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