



National Bank for Agriculture and Rural Development (NABARD)
Department of Premises, Security and Procurement,
Assam Regional Office
G S Road, Dispur, Guwahati – 781006
Telephone: 0361-2313228
Email: dpsp.guwahati@nabard.org

TENDER FOR
Annual Maintenance Contract for Gardening and Horticulture Services
Personnel at Bank's Regional Office Building, G S Road, Dispur,
Guwahati – 781 006 and Residential Quarters / SRAs at Plot No. 3 & Plot
No. 4, Byelane No. 2, Dilip Huzuri Path, Sarumotoria, Dispur, Guwahati
– 781 006 for the period from 01.07.2023 to 31.03.2025

| | |
|--|---|
| Date of issue of tender document | 29th May 2023 |
| Pre Bid Meeting with bidders | 05th June 2023 at 12:00 PM |
| Last date for submission of tender | 19th June 2023 at 01:00 PM |
| Date and time of opening technical bids | 19th June 2023 at 03:30 PM |
| Date of opening of Financial Bid | Will be communicated later |
| Earnest Money Deposit | `14,400/- |
| Retention Money Deposit (RMD) / Security Deposit | 5% of the contract value will be deposited with NABARD as security deposit till the completion of the contract period. The amount will be refunded after completion of the contract period. |

NOTICE INVITING TENDER

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NOTICE INVITING TENDER

NB. ARO. GUW/291 /DPSP/AMC-GDG/2023-24

29 May 2023

M/S

महोदय/ Dear Sir,

Notice Inviting Tender – Annual Maintenance Contract for Gardening and Horticulture Services Personnel at Bank’s Regional Office Building, G S Road, Dispur, Guwahati – 781 006 and Residential Quarters / SRAs at Plot No. 3 & Plot No. 4, Byelane No. 2, Dilip Huzuri Path, Sarumotoria, Dispur, Guwahati – 781 006 for the period from 01.07.2023 to 31.03.2025

National Bank for Agriculture and Rural Development (NABARD), Assam Regional Office, Guwahati invites tender through Government e-Marketplace portal in two parts from eligible bidders for the captioned services as per the terms and conditions contained in the tender.

The tender will be available to the bidders/contractors on CPP Portal (<https://eprocure.gov.in/cppp/>) for download **on 29th May 2023**. Tender document may also be downloaded from NABARD's **website: www.nabard.org**.

The bidder shall submit Technical bid and Price/Financial bid separately in two envelopes and they should be complete in all respects. Tenders may be submitted **not later than 13:00 hrs. on 19 June 2023**. Technical bids shall be opened on **19 June 2023 at 15:30 hrs.** at the Office of Chief General Manager, NABARD, Assam Regional Office, G S Road, Dispur, Guwahati – 781 006.

1. Instructions regarding Technical Bid, Price Bid, submission process and description & scope of works and the services required have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.
2. It must be **noted that the only Bidders who are willing to enter into Integrity Pact (IP) with the Bank on every stage of bidding, will be eligible to participate in the bidding** process. Tenderer must implement Integrity Pact (IP) in the prescribed format (Annexure-G) in all phases of the contract.
3. **Earnest Money Deposit (EMD) ₹14,400.00 (Rupees fourteen thousand four hundred only)** is to be posted through NEFT/RTGS as per details given below. Tender without EMD shall be rejected.

| | |
|---------------------|------------|
| Payee Name | NABARD |
| Current Account No. | NABADMN12 |
| Name of the Bank | NABARD |
| IFSC Code | NBRD000002 |

After depositing the EMD amount, the tenderers are advised to send an email to dpsp.guwahati@nabard.org with the details of the transaction. **Tender without EMD shall be rejected.** However, MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organisations or empanelled with NABARD itself are exempt from submitting the EMD, a copy of the registration certificate needs to be uploaded in the Technical Bid.

4. A **Pre-Bid meeting** is scheduled to be held on **05 June 2023 at 12:00 PM** in the **Conference Hall on 2nd Floor of Assam Regional Office**, G S Road, Dispur, Guwahati – 781 006. The clarifications being sought in the pre-bid meeting should be submitted in writing at least 2 working days prior to the date of pre-bid meeting by email on dpsp.guwahati@nabard.org. All the clarifications of the pre-bid meeting will be part of e-tender and will be updated and uploaded on CPP portal alongside NABARD website (www.nabard.org). Further, bidders/ representatives of bidders have to strictly follow COVID-19 related precautionary norms. In case of failure to do so, Bank, at its discretion, may prevent them from attending the meeting.
5. **Security Deposit:** The successful tenderer will be required to deposit @ 5% of the accepted value of tender (i.e. total value of the contract for one year) as initial Security Deposit within 15 days of award of work and shall be refunded after 60 days from the expiry of the satisfactory AMC period and will not bear any interest. The **EMD** of successful bidder, if any, shall be retained by NABARD and will be adjusted towards Security Deposit and will not bear any interest. The Security Deposit will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the works / services.
6. Bidders are advised to visit the office building and residential colony, to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from the Bank before quoting their rates.
7. The Price/Financial Bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of price/ financial bid shall be intimated separately to the technically qualified bidders only.
8. The Price/ Financial Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.

9. In case two or more tenderers quote identical/ equal amount, one more opportunity will be given to those tenderers to revise the rates.
10. NABARD **does not bind itself to accept the lowest bid (L1)**. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever.
11. The decision of the bank shall be final and binding with regard to technical and price bids and the tendering process.
12. The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement.
13. Tenderers must ensure attachment of relevant documents, supporting the Pre-qualification Criteria and Technical Document Sheets.
14. The bids shall remain valid and open for acceptance for 3 months from the date of opening of Price Bid.
15. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final. In the event of intending tenderers failure to satisfy the bank, the bank reserved the right to reject the tender.
16. NABARD reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on Government e-Marketplace portal and NABARD's website only.
17. The **contract is for a period of 21 months** i.e., from **01 July 2023 to 31 March 2025** and the same may be renewed for further two years (one year at a time), if services are found satisfactory as per mutually agreed terms and conditions. The renewal shall be at the sole discretion of NABARD.
18. Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to the "Chief General Manager, NABARD, Assam Regional Office, Guwahati who will review the queries and if information sought is not clearly indicated or specified, NABARD will issue clarifications to all the bidders, which will become part of the Tender Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the tender documents or any doubts as to their meaning are not brought to the notice of NABARD before five working days prior to the date of submission of the tender.

19. The successful bidder shall execute an '**Articles of Agreement**' of work contract with NABARD in accordance with the standard / prescribed format (Appendix A) enclosed within 15 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited.

20. The pre – qualification criteria, terms and conditions, formats of “Technical Bid”, “Price/ Financial Bid” and Pre – Contract Integrity Pact are enclosed as Annexures.

Yours faithfully

Sd.
(S Hrangkhoh)
Deputy General Manager

Encl.: as above.

SCHEDULE OF EVENTS

| | | |
|--|--|---------------------------------|
| Bid Document Availability | Tender document (for reference purpose only) can be downloaded from: https://www.nabard.org/Tenders , as well as from CPP Portal at https://eprocure.gov.in/cppp/ | |
| | From: | 29 May 2023 |
| | To: | 19 June 2023 by 01:00 PM |
| Earnest Money Deposit (EMD) | <p>The contractor shall deposit Earnest Money Deposit for an amount of ₹ 14,400/- (Rupees fourteen thousand four hundred only) through NEFT/RTGS credited into our Bank Account (details mentioned in NIT).</p> <p>If the bidder wants to claim exemption under MSME Procurement Policy of Govt. of India, the bidder has to submit documentary proof of registration as MSME with Central Procurement Organizations or NABARD itself.</p> | |
| Security Deposit | 5% of Contract Value | |
| Pre-Bid Meeting | 05 June 2023 at 12:00 PM | |
| Last Date of Submission of Tender | 19 June 2023 by 01:00 PM | |
| Opening of Technical Bids | 19 June 2023 at 03.30 PM | |
| Opening of Price Bids | Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendors' representatives. | |
| Opening of Price Bids | Price Bid will be opened on a subsequent date, which will be communicated to such bidders who qualify the Eligibility Criteria and Technical Bid. | |
| Contact Details: Address for communication and submission of bid | Department of Premises, Security and Procurement NABARD, Assam Regional Office, G S Road, Dispur Guwahati – 781 006 Telephone No. : 0361- 2313228 e-mail : dpsp.guwahati@nabard.org ; guwahati@nabard.org | |

TECHNICAL BID (Part-I)

DISCLAIMER

The information contained in this Tender Document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of National Bank for Agriculture & Rural Development (NABARD), Assam Regional Office, Guwahati is provided to the bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

This Tender Document is neither an agreement and nor an offer and its only invitation to bid by NABARD, Assam RO, Guwahati to any party other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this Tender Document is to provide the bidder(s) with information to assist them in formulation of their proposals. This Tender Document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis regarding any information contained in the Tender Document and the meaning and impact of that information and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice. National Bank for Agriculture & Rural Development, Assam RO Guwahati makes no representation or warranty, express or implied, and shall incur no liability under any law, statute rules or regulations as to the accuracy, reliability or completeness of this Tender Document. NABARD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

The Tender Document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between NABARD and any successful Bidder as identified by NABARD after completion of the selection process.

Signature, Seal and Stamp of tenderer

Pre-Qualification Criteria

The contractors should meet following qualification criteria:

The Bidders should have a minimum 5 years' experience (as on 31.03.2023) in the field of AMC with regards to **Gardening and Horticulture works**, which include all the activities as listed in scope of work and should have at least one of the qualifying works carried out for Public Sector Undertakings (PSUs)/ Banks/Government Offices.

2. The bidders should have carried out similar works during last 5 years (ending 31.03.2023) with annual contract value (costing individually) not less than the amount as given in following table:

| Sl. No. | Experience Criteria | (₹ Lakh) |
|--|---|----------|
| 1 | One similar work during last 5 years (ending 31.03.2023) with annual contract value (costing individually) not less than (80% of estimated tender value) | ₹5.76 |
| | OR | OR |
| 2 | Two similar works during last 5 years (ending 31.03.2023) with annual contract value (costing individually) not less than (50% of estimated tender value) | ₹3.60 |
| | OR | OR |
| 3 | Three similar works during last 5 years (ending 31.03.2023) with annual contract value (costing individually) not less than (40% of estimated tender value) | ₹2.88 |
| <p>Note 1: To obtain the realistic value of work during the previous years, cost index @5% per year per work shall be added over the actual cost of executed works to calculate the value of works as on 31.03.2023.</p> <p>Note 2: Similar works mean those works as indicated in Para 1 above.</p> | | |

3. The tenderers should have Annual Turnover of at least ₹7.00 lakh during the last three years ending 31 March 2023 supported with audited balance sheet / profit & loss statement or a registered Chartered Accountant certified statement of accounts.
4. The tenderer should have their own office within the city / suburban areas of Guwahati. If the contractor belongs to other city, a detailed write-up on execution arrangements shall be submitted by the bidder.
5. The tenderers should have applicable Tax registrations (PAN, GSTNTIN, TAN, etc.) and also registration with Labour Dept., Provident Fund, ESIC, etc., supported with documentary evidence and licenses, permissions,

approvals issued by Labour enforcement and other statutory authorities, wherever applicable.

6. Tender shall be accompanied by a copy of each of the documents like-
 - a) Company/Partnership Firm/Proprietorship Firm etc. Registration Certificate
 - b) Articles of Association/Memorandum of Association/partnership deed/any of the relevant document showing composition of the firm
 - c) Documents supporting Address Proof (Both for Registered office Address as well as local office at Guwahati)
 - d) MSE Registration Certificate
 - e) PAN
 - f) Active GSTN Registration
 - g) Employee State Insurance (ESI) Act registration
 - h) EPFO registration,
 - i) Registration under Contract Labour Act/Labour Department
 - j) Particulars of bankers & Bank account details.
 - k) List of eligible works executed during last seven years
 - l) Details of works on hand (**Vendor should have at least one ongoing Gardening and Horticulture AMC work in Guwahati**)
 - m) Details of works / service(s) experience shall be supported by work orders and corresponding completion certificates.
 - n) The client-wise names of similar work(s), year(s) of execution of work(s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/authorities/ departments under whom the work(s) was/were executed should be furnished in the prescribed format.
 - o) Audited final accounts of the business of the contractor for last 3 years (2020-21, 2021-22 and 2022-23) duly certified by a Chartered Accountant / Certificate of Turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.
 - p) There shall not be any case pending with the police or in a court of law against the bidder or any of its guards deployed in any govt organization.
 - q) The bidder should submit an undertaking that it has not been blacklisted by any authority/entity in India or abroad.
7. If required, original certificates shall be produced for verification by the tenderer and will be returned after verification.
8. Tenderers should have a current bank account with a scheduled commercial bank. Intending applicants are required to furnish details about their firm/organization, experience, competence, etc.

9. The staff deployed by the firm at site should have adequate experience and knowledge in their respective works.
10. The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.
11. If the space in the application form is insufficient for furnishing full details, such information should be supplied on a separate sheet duly signed by competent authority. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies.
12. The firms which do not fulfil prequalification criteria shall not be considered for selection and award of work. NABARD reserves the right to verify any or all the documents furnished by the Tenderers with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof.
13. In case of receipt of 2 or more L1 quotes in these conditions, once again, the award of work will be decided on the basis of superiority of the vendor based on parameter matrix by NABARD which is as under:

| Sr. No. | Description | Score |
|----------------|--|--------------|
| 1 | Legal Structure | 20 |
| | Private limited/Public Limited | |
| | Partnership | |
| | Proprietorship | |
| 2 | Work experience in the relevant field of work | 10 |
| | >20 years | |
| | 20>= 10 years | |
| | 10>= 5 years | |
| 3 | Average Turnover during the last 3 years ending 31.03.2023 (depending on estimated cost) | 10 |
| | >_____ lakhs | |
| | _____>=_____ lakhs | |
| | _____>=_____ lakhs | |
| 4 | No. of works in Public/Private institutions handled in India in last 5 years | 5 |
| | >10 | |
| | 20>=10 | |
| | 10>=5 | |
| 5 | Quantum of area of the building/work performed for the last 5 years | 5 |
| | >_____ | |

| | | |
|---|---|-----------------|
| | _____ >= _____ | |
| | _____ >= _____ | |
| 6 | Additional factors, if any, based on works executed in the past | 5 |
| | Total marks | 55 (Max) |

Decision of NABARD in this regard will be final and binding to all.

Instructions for filling the tender

1. All the pages of the Tender Document shall be signed by the Tenderer.
2. NABARD takes no responsibility for delay / loss in post or non-receipt of Quotations / Tender Documents by any reason.
3. Tenders complete in all respects only will be accepted. Tender received late or received through fax/email/post will not be accepted and will be rejected. The tenders of the bidders whose tender is not in accordance with the prescribed manner, will be rejected.
4. Bids submitted by unauthorized agents and physical/FAX/Telegraphic bids shall not be entertained/considered.
5. Rates should include all items pertaining to the **Gardening and Horticulture works** as mentioned in the tender and unless the same is done to the satisfaction of the NABARD's Officers/Engineer/ACTs, the bill will not be accepted.
6. Rates should be filled in the Tender neatly and no overwriting shall be made. Corrections, if any shall be authenticated by subscribing signature of the tenderer. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
7. When there is a difference between the rates in figures and in words, the rate that corresponds to the amounts worked out by the Contractor shall be taken as correct.
 - a. When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.
 - b. When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.

DECLARATION BY THE CONTRACTOR

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

(Signature of the Tenderer)

Date:

Place:

Name and Address:

Seal:

Format- Covering Letter by the Tenderer for Submission of BID

(To be submitted in Tenderer's own Letter head) No.Date:

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The Chief General Manager
National Bank for Agriculture and Rural Development
Assam Regional Office
G S Road, Dispur
Guwahati – 786 001

Sir,

Notice Inviting Tender – Annual Maintenance Contract for Gardening and Horticulture Services Personnel at Bank's Regional Office Building, G S Road, Dispur, Guwahati – 781 006 and Residential Quarters / SRAs at Plot No. 3 & Plot No. 4, Byelane No. 2, Dilip Huzuri Path, Sarumotoria, Dispur, Guwahati – 781 006 for the period from 01.07.2023 to 31.03.2025

With reference to NABARD, Assam Regional Office's e-Tender Notice dated 29 May 2023, I/We offer our services for Annual Maintenance Contract for Gardening and Horticulture services at office premises of NABARD Regional Office at Dispur, Guwahati for the period from 01.07.2023 to 31.03.2025.

I/We understand that NABARD reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor.

I/We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of price bid of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the earnest money valid during the entire period of validity of tender.

All the desired information in the prescribed format i.e. format of technical bid, price bid documents and certificates as required by NABARD, are enclosed herewith for NABARD's perusal.

Thanking you,

Yours faithfully

(Signature of Authorized person on behalf of the Firm / Agency / Tenderer)
(Tenderer's Seal)

Letter of Undertaking from the Tenderer

The Chief General Manager
National Bank for Agriculture and Rural Development
Assam Regional Office
G S Road, Dispur
Guwahati – 786 001

Sir,

Notice Inviting Tender – Annual Maintenance Contract for Gardening and Horticulture Services Personnel at Bank’s Regional Office Building, G S Road, Dispur, Guwahati – 781 006 and Residential Quarters / SRAs at Plot No. 3 & Plot No. 4, Byelane No. 2, Dilip Huzuri Path, Sarumotoria, Dispur, Guwahati – 781 006 for the period from 01.07.2023 to 31.03.2025

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

I/We have visited the Office Premises of NABARD and Staff quarters and familiarized/examined the scope of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender. I/We hereby offer to execute and complete the works/services in strict accordance with the Tender Document at the item rates quoted by me/us in the attached Bill of Quantities in all respects as per the Specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.

I/We agree to deposit interest-free EMD along with tender’s technical bid.

I/We agree to deposit all taxes, levies, Cess, etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

I/We agree to pay all Government (Central and State) Taxes such as Income Tax, Surcharge, Cess, GST, etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same. The rates will be exclusive of all taxes (The payment shall be subject to TDS and taxes as applicable at the time of payment) and would remain firm for the entire Contract Period. Even if the contracts are extended, the rates will not be changed by us.

I /We further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted.

The rates quoted by me/us, are firm and shall not be subjected to variations

on account of fluctuation in the market rates, taxes or any other reasons whatsoever for the captioned period.

I/We further agree to pay the personnel deployed in NABARD premises, their wages in accordance with the relevant Minimum Wages Act, on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed by them in NABARD. I/We also undertake to submit the individual PF statements of employees deployed in NABARD as and when demanded by NABARD.

I/ We hereby certify that all the statements made and information supplied in the tender document and accompanying statements are true and correct.

Should this Tender be accepted, I/We hereby agree to abide by and fulfil all the Terms and Conditions and Provisions of the Contract Document.

Name of the person authorized to sign and submit the tender:

(i)

(ii)

(Documentary proof in respect of Letter of Authority/Power of Attorney to be enclosed along with the Tender).

Yours faithfully

(Name and signature of the tenderer)

Place:

Date:

CHECK-LIST for Technical Bid for Gardening and Horticulture works

| Sr. No. | Documents required for Technical Bid | Whether Placed or Not |
|---------|--|-----------------------|
| 1. | A) Bid Security (EMD) of ₹14,400.00 . (Rupees fourteen thousand four hundred only) in the form of e-payment | |
| 2. | One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, Designation, address and office telephone numbers. If the bidder is a company/partnership firm, name designation, address and office telephone numbers of Directors/Partners also. | |
| 3. | Undertaking on own Letter-Head as per format prescribed in Appendix- II | |
| 4. | Self-attested copy of the PAN card with copy of cancelled cheque for KY Compliance. | |
| 5. | Self-attested copy of Active GSTIN Registration | |
| 6. | Self-attested copy of valid Registration certificate of the Firm/ company /agency. | |
| 7. | Valid Contractor/Trade License issued by Government of Assam | |
| 8. | Self-attested copy of valid Employees Provident Fund Registration number. | |
| 9. | Self-attested copy of valid ESI Registration No. | |
| 10. | Self-attested copy of valid License No. under Contract Labour (R&A) Act, 1970. | |
| 11. | Proof of experiences of last seven financial years as specified in the NIT along with satisfactory performance certificates from the concerned employers as per PROFORMA | |
| 12. | Annual returns of previous three years supported by audited balance sheet. | |
| 13. | Signed and scanned Copy of Pre Contract Integrity Pact on ₹200 Stamp Paper. | |
| 14. | Articles of Agreement | |

APPENDIX -A

Draft ARTICLES OF AGREEMENT

On Non-judicial stamp paper

AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

**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 Regional Office at G S Road, Dispur, Guwahati – 781 006, 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**

AND

M/S. , a firm/society/company registered/incorporated under the Companies Act, 1956 Act and having its registered office at hereinafter referred to as the ‘**Contractor**’ which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, liquidators, administrators and assigns) of the **OTHER PART**.

(NABARD and the Contractor are collectively hereinafter referred to as “the parties”)

WHEREAS

NABARD, being desirous of outsourcing the works relating to Annual Maintenance contract for **Gardening and Horticulture works** (hereinafter referred to “**the said services/works**”) of its premises at NABARD Regional Office at G S Road, Dispur, Guwahati – 781 006 and Residential Quarters / SRAs at Plot No. 3 & Plot No. 4, Byelane No. 2, Dilip Huzuri Path, Sarumotoria, Dispur, Guwahati – 781 006 (hereinafter referred to as “the said Premises”) for the period **01.07.2023 to 31.03.2025**, had, vide its letter No. dated **29.05.2023** 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.

The Contractor had, vide its letter dated2023, submitted its Tender for undertaking the said works at the said Premises.

NABARD, vide its Letters of Intent No.dated.....2023 had selected the Contractor for carrying out the said works at the said Premises.

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 **01.07.2023** and shall continue till **31.03.2025** 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 on actual reimbursement basis to the Contractor for carrying out the said works in the said Premises as per the details given in **Annexure II**.

The rate will remain fixed throughout the entire period of contract i.e. till **31.03.2025** 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, 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 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. 31.03.2025 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 Annexure I of the 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/services 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 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 (Regulation & Abolition) Act, 1970.
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. The contractor shall pay the personnel deployed in NABARD premises, their wages in accordance with the **Minimum Wages Act, 1948** on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed by them in NABARD.
11. The contractor will be responsible for timely payment to its personnel deployed in the premises and compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance, etc. in respect of the persons deployed by them in NABARD. The Contractor shall be responsible to fulfil all the obligations in connection with the workers employed by it for the purpose of the Contract and all the Statutory and other liabilities if any including minimum wages of Central/ State Govt. (whichever is higher shall be applicable) , leave, salary, uniform, identity cards, ex-gratia, ESI, Provident Fund, Workman Compensation, if any, etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor. The contractor shall liaise with Labour Department of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, and Sweater to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works/services 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.
19. 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.
20. 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. The **CAR** policies are required to be at least for 1.25 times of the contract value.

21. 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.
22. 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.
23. 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.
24. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the Officer-in-charge of Department of Premises, Security and Procurement, Head Office NABARD so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
25. 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.
26. 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.
27. 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.
28. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in the State of Maharashtra/GoI, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and or any other statutory contribution as applicable in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.
29. The Contractor, as a taxable service provider, must be registered with Central Excise Department and obtained 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.

- 30. The contractor shall ensure that the payment is regularly credited to the bank account of the individual labour employed at Bank's premises and pay slips for respective payments are duly issued regularly. NABARD will ask for present/past pay slips and payment records related to ESI/PF to be submitted along with the monthly bill. In extraordinary case of wages being disbursed in cash, the same may preferably be done in the presence of authorized representative of NABARD as required as under relevant law.**
31. 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 07th day of the following month irrespective of receipt of payment from NABARD.
32. 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.
33. The Contractor shall also 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.
34. 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.
35. 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.
36. The Contractor will have to deposit a security amount of 5% of contract value to NABARD through online transfer covering the period of this Agreement. In case, the Agreement is further extended beyond the initial period, the security deposit would be retained.
37. 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.
38. 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.

39. 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.
40. 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.
41. 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.
42. 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.

43. 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.

44. **Resolution of disputes**

- This Agreement shall be governed by and construed in accordance with the laws of India.
- Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representative.
- 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."**
- The venue of the arbitration shall be at **Guwahati**.

- The language of arbitration shall be English.
- 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.

45. 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.

46. 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.

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

48. 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 authorized officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered

Signed, sealed and delivered

By Shri _____

By Shri _____

The duly authorized signatory for & on behalf of the Contractor

In the presence of

In the presence of

1.....

1.....

2.....

2.....

APPENDIX-B
FORMAT OF TECHNICAL BID

| | |
|---|--|
| (A) Name of the firm and Composition of the Firm | |
| [Full particulars (whether the Tenderer is an individual /Proprietorship Firm partnership firm / company etc.) of the composition of the firm of Tenderers in detail should be submitted along with the name(s) and address(es) of the partners, copy of the Articles of Association /Power of Attorney/ any other relevant document.] | |
| (a.1) Registered Head Office Address | |
| (a.2) Local Office Address | |
| (a.3) Year of establishment/Registration and Act under which registered | |
| (B) Work Experience (Details of work experience supported by work orders indicating the value & general specification of work, No. of persons to be engaged as per agreement, other documents and certificates. The details along with documentary evidence of previous experience, if any, of carrying out works for NABARD / Public sector banks / Government department / Semi Govt. department / Other Public Sector Undertakings / private banks / Private sector / housing societies at any other Centre should also be given. | |
| (C) Credit worthiness of the Tenderer & Turnover during the specified period (Copies of IT deposit certificates (such as copy of deposited Form 16 or any such other certificate) along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed in proof of their credit worthiness and Turnover for the last three years ending 31.03.2023.) | |
| (D) Name(s) and address (es) of the Bankers and their present contact executives (Written information about the names and address of their bankers along with full details like names, postal address, e- mail IDs, telephone (landline & mobile No.s), Fax No. etc of the contact executive (i.e. The persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.) | |

| | |
|---|--|
| (E) Details of Bank accounts (Full particulars of their bank accounts, account No., type of account, account opening date etc. should be furnished.) | |
| (F) Name(s) and address (es) of the Clients and their present Executives (Written information about the names and address of their clients along with full details like names, postal address, e- mail IDs, telephone (landline & mobile No.s), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed) should be furnished.) | |
| (G) Litigation & civil suits (The Tenderer should furnish details of his involvement in any type of litigation with any of his present or past clients. He should also furnish the details of any civil suits pending against him or his workmen in any court of law.) | |
| (H) Whether registered with the Registrar of companies/ Registrar of firms. If so, mention number and date and attach a copy of Registration | |
| (I) Details of Registration with Provident Fund, Labour Authorities, ESIC, if any. | |
| (J) Whether registered for GSTN/ service tax purposes. Please furnish relevant copies. | |
| (K) Whether registered in the panel of other banks and other financial institutions and if yes, furnish the details of registration viz. names, category and date of registration, etc. | |
| (L) MSE Registration Certificate, if applicable | |
| (M) Details of EMD and UTR no: | |

Details of Key Administrative Personnel

| Sl. No | Name | Designation | Qualification | Professional Experience | No. of years associated with the firm |
|--------|------|-------------|---------------|-------------------------|---------------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
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APPENDIX-C

Experience of Gardening and Horticulture works Personnel

1. List of **Gardening and Horticulture works** Personnel, giving details about their academic/technical qualifications, experience, etc. including that in the applicant's organization. (Please attach extra sheets if required).

| Sl. No. | Name | Age | Qualification | Experience | Nature of works handled | Name of the assignments handled | Date from which employed in the organization | Any other relevant information |
|---------|------|-----|---------------|------------|-------------------------|---------------------------------|--|--------------------------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

2. **List of available tools/ Equipment.** (Please attach extra sheets if required).

| Sl. No. | Name of tools/ Equipment and Accessories | Total No. of units | No. of units can be spared for NABARD's work |
|---------|--|--------------------|--|
| (1) | (2) | (3) | (4) |
| | | | |
| | | | |

3. Indicate other points, if any, to show applicant's technical and managerial competency to indicate any important point in applicant's favor.
4. No. of supplementary sheets attached.

Declaration by the Contractor

We / I have read and understood the Scope of Work and special terms and conditions for the **Gardening and Horticulture works** AMC as indicated in NIT and I/We I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Further, I/We also declare that no prohibitive things/banned chemicals, which are harmful to human life and/or animals, will be used.

(Signature of the Tenderer) / Authorized person on behalf of the firm/ organization/vendor (Authorization letter/power of attorney to be enclosed, in case authorized person is signing the document)

Address:

Name and Seal:

Place:

Date:

ANNEXURE – I

LIST OF IMPORTANT WORKS EXECUTED

List of important works executed by the firm during last 5 years with experience in executing works of similar nature i.e. annual maintenance contract of **Gardening and Horticulture works**. Please arrange to provide value of job, approximate area of each contract where **Gardening and Horticulture works**/services was/ is being undertaken and the year of AMC along with copy of work orders, performance certificates / completion certificates.

Please note that the details furnished should be for Annual Maintenance Contracts of similar nature (Gardening and Horticulture works)

| Sl. No | Name of the work and Location | Nature of Work | Name & full postal address of the owner | Contract Amount (₹.) | Completion date/Reasons for delay, if any |
|--------|-------------------------------|----------------|---|----------------------|---|
| | | | | | |
| | | | | | |

List of important works on hand costing **₹3.50** lakh and above with experience in executing works of similar work i.e. annual maintenance contract of **Gardening and Horticulture works**.

| Sl. No | Name of the work and Location | Nature of Work | Name & full postal address of the owner | Contract Amount (₹.) |
|--------|-------------------------------|----------------|---|----------------------|
| | | | | |
| | | | | |
| | | | | |

SIGNATURE AND SEAL OF THE BIDDER

SCOPE OF WORK

The Contractor shall provide Gardening and Horticulture works as per the following requirements:

| Location | No. of staff required/day for Gardening and Horticulture |
|---|---|
| NABARD, Assam Regional Office at G S Road, Dispur, Guwahati – 781 006 | 2 (1 skilled and 1 semi-skilled) |
| NABARD Residential Quarters / SRAs at Plot No. 3 & Plot No. 4, Byelane No. 2, Dilip Huzuri Path, Sarumotoria, Dispur, Guwahati – 781 006 | |

- A. The contractor shall carry out and complete the works in every respect in accordance with this contract and to the satisfaction of the Employer i.e. NABARD. The Employer may, in their absolute discretion and from time to time issue written instructions, if any change in the scope of work is necessary. The present scope of this contract in the Premises of Regional Office at G S Road, Dispur, Guwahati & Residential Quarters / SRAs at Plot No. 3 & Plot No. 4, Byelane No. 2, Dilip Huzuri Path, Sarumotoria, Dispur, Guwahati is as under:-
- B. Maintenance of the existing garden, lawn which includes watering, trimming of trees, shrubs, plants, hedges, application of manure and garden earth, spraying of pesticides, replanting of seasonal flower plants in different seasons of the year, weeding out the wild grass and other wild vegetation growth at all locations in the premises at regular intervals, maintenance of flower beds, indoor/outdoor plants/trees, flower troughs, removal of garden related garbage from the premises and its disposal, etc. complete as directed.
- C. The scope of the work is described below in more detail:-

1. Services:

- a) Regular watering of plants and lawns as and when required to keep them alive.
- b) Sweeping – Daily so that the areas are kept clean all the time.
- c) De-weeding: Rainy season - As and when required depending upon intensity of weed growth.
- d) Mowing of lawn - regularly
- e) Rolling of lawn - regularly
- f) Application of pesticides: As and when pest infestation noticed.
- g) Application of Bio-Fertilizers and chemical fertilizers: Regularly, keeping in mind the requirement of the plants.

2. Maintenance of Plants / shrubs /hedges /Ornamental plants / ground cover as under:

- a) Regular watering
- b) Loosening of soil - Twice in a month
- c) De-weeding- as and when required
- d) Trimming: as and when required
- e) Application of pesticides

- f) Application of Bio-Fertilizers / manure.
- g) Spraying of chemicals for maintaining free of insects, pests and other disease causing agents
- h) Cutting hedges to proper height maintaining good shape

3. Maintenance of seasonal flower beds {indicative varieties - Marigold (Inca & French), Salvia, Chrysanthemum, Dahlia, Astor, Zinia, Phlox, Plotulaca, Petunia, Pansy, Sunflower, Verbena etc. Fertilizer – as required.

- a) Regular watering
- b) Loosening of soil
- c) De-weeding
- d) Stacking
- e) Removal of dried /decayed flower
- f) Application of pesticides
- g) Application of Bio-Fertilizers and chemical fertilizers (Fertilisers-3 tractor loads to each, staff quarters and officer's quarters, one tractor load to office)

4. Maintenance of Potted plants (Flowering Marigold, Chrysanthemum, Dahlia, Portulaca, pansy, petunia etc., foliage Ficus, Benjamina & Starlight, Croton, Palm, Dieffenbachia, Aglaonema, Cordyline, Dracaena, Monstera, Zamia, Loxra etc.) as under :

- a) Regular watering
- b) Loosening of soil
- c) De-weeding
- d) Arrangement of pots
- e) Removal of dried / decayed flower
- f) Addition of pot mixture
- g) Repotting of plants
- h) Application of pesticides
- i) Application of Bio-Fertilizers and chemical fertilizers.
- j) Placement of pots inside the bank and change of pots at regular intervals.
- k) Placement of flowering pots at the meeting place / conference room etc. and removal of the same after the meeting.
- l) Painting of the pots at regular intervals Monthly basis.
- m) Replacing of the broken / cracked pots as and when required staggered manner.
- n) Brass polishing of the metallic pots to give a shining look as and when required and colouring of earthen pots.
- o) Supplying of plastic plates for placing of the pots.
- p) Changing of the flowering / decorative plants in the pot seasonally. (Staggered manner).
- q) Supplying of additional flowering pots as and when required.

5. Maintenance of open space inside the garden not covered with lawn grass as under:

- a) Regular watering
- b) Sweeping
- c) Planting of desired grass / Cutting of grass bed with grass cutter machine / sword to proper thickness
- d) Application of anti-termite pesticide

6. Maintenance of Creepers as under:

- a) Regular watering
- b) Loosening of soil
- c) De-weeding
- d) Staking
- e) Trimming
- f) Application of pesticides
- g) Application of Bio-Fertilizers and chemical fertilizers.

7. Withering / Decaying / Dying: As soon as shrubs / plants / potted plant / flowering plant / trees show signs of withering, decaying or dying, such plants shall be uprooted and removed from the bed. In such case, the bed shall be prepared again and new healthy plants of selected / approved variety shall be planted again and maintenance shall be done as directed by the Bank.

8. Watering of plants / lawn: The contractor should arrange pipe, sprinkler, rotary sprinkler and any other necessary equipment for watering of plants / shrubs / lawn / flowering beds / potted plants etc. The water can be drawn from the sources already existing at the premises.

9. Besides, maintaining the existing garden and landscaping of the three premises of the Bank, the contractor shall have to undertake jobs for improving the aesthetic appeal and beautification of the premises by new plantations of both of seasonal and permanent nature with detailed planning, estimate and prior approval of NABARD.

10. Removal of Garden wastes like leaves, trimmed branches, dead plants, broken pots etc. and their disposal in the appropriate environment-friendly manner as per the city municipal rules and practice.

11. Requirement of Materials:

i. Dump manure: Dump manure shall be decayed organic or vegetable matter obtained in the dry state from any dump. The manure shall be free from earth, stone brick bats or other extraneous materials. The cost of manure / fertilizers and labour charges will be borne by the contractor during the maintenance period.

ii. Farmyard manure: It shall be decayed organic or vegetable matter obtained in the dry state from any manure farm. These shall be free from grit and any other extraneous materials.

- iii. Oil cake or chemical manure: These shall be supplied by the contractor as required to the trees / plants during the maintenance period.
- iv. No sludge from manhole / septic tank / soak pit shall be used as manure.

SPECIAL CONDITIONS/INSTRUCTIONS OF THE CONTRACT

1. The Agency will supervise the above work on a daily basis.
2. The Agency will provide substitute in case of absentees.
3. The above list of works mentioned is illustrative and not exhaustive. NABARD may include works related to **Gardening and Horticulture works** etc., if required additionally, for which no additional charges shall be paid.
4. **Gardening and Horticulture works** staff must be suitably trained and must be in proper uniform all the time.
5. If a bidder quotes rates below the rates stipulated by the Minimum Wages Act, in Annexure II (B) of the technical bid, then the bid will not be considered for further evaluation of Price bid.
6. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the bidder/bidder should be able to demonstrate the capability of the bidder/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and bidder/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/performance the contract.
7. The appointed contractor is required to generate End of the Day (EoD) reports on status of works, labour deployed, etc. to the concerned officer of the Bank. Contractor will have to operate the software provided by NABARD for receiving the complaints.
8. The work slip for carrying out works which are not covered under monthly charges for maintenance works will be issued by NABARD and such additional works shall be paid for extra.
9. The cost of replacements wherever applicable shall be paid for only on sanctioned work slips issued by NABARD to the Contractor. If any replacement is done without proper sanction, the same will not be considered for payment.
10. Need for replacement of any particular item shall be decided by the ACT/Bank's Engineer and the Contractor should carry out the work without any dispute.
11. Contractor shall follow the prescribed formats/procedures for receiving complaints, receiving the work slips duly sanctioned and preparation of bills etc. as stipulated by NABARD from time to time.
12. The minimum nos. of labour and their duty hours and details of working days are mentioned in the respective Bill of Quantities.
13. The responsibility of engaging sufficient skilled/semiskilled/ unskilled works like plumbers, carpenters, helpers, etc. lies with the Contractor for maintenance works, subject to minimum of labours mentioned in the Price Bid/BOQ and Annexure I in view of timely attention and completion of the routine works within the given time frame.
14. **Penalty clause:** In case of absence of workers (minimum specified in the BOQ), the amount will be deducted as below.

If the contractor fails to deploy the number of manpower as required under the agreement / tender and such absence of manpower in each category of workmen exceeds 15% or more of total man days in a month, then a penalty of ₹500.00 per day shall be imposed on the contractor for all absent days including 15% of the absences during the month. The amount of penalty shall be adjusted from the amount payable to the contractor and shall not be deducted by the contractor from the wages payable to the workmen.

Additional Penalty: If the contractor continues to fail to engage sufficient workers and does not show sufficient progress in attending to the works, NABARD may, after issuing written notices, levy additional penalty at its discretion, which will be recovered from the Contractor's bill.

15. In case of emergency work, no extra payment for working in odd hour will be made.
16. The monthly maintenance charges shall cover all sundry works and replacement of related minor materials for proper maintenance of the buildings and related services to the reasonably satisfactory level and the cost of each replaced item of work as per amount/ details mentioned in the respective Scope of Works and Bill of Quantities at one location for work will not be considered for extra payment, subject to provisions in the scope of works during the repair/replacements. The cumulative cost of such items shall be covered under amount quoted in maintenance charges. The decision of NABARD's Engineer is final in this respect and not disputable. However, works costing more than the stipulated ceiling shall be paid extra and decision of NABARD in this regard shall be final and binding.
17. The property will be handed over to the Contractor for **Gardening and Horticulture works** on 'as is where is' basis and the contractor shall be required to carry out pending works at his cost and continue to ensure proper service to a reasonably satisfactory level.
18. In case the Contractor is asked to remove the garbage that has been collected on account of other activities not belonging to contractor, the removal charges shall be paid separately.
19. NABARD reserves to change scope of work or the number of laborers during the contract period.

Declaration by the Contractor

We / I have read and understood the Scope of Work and special terms and conditions for the **Gardening and Horticulture works** AMC works in the entire Office premises / Colony (both inside and outside) and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Further, we / I also declare that no prohibitive things/banned chemicals will be used, which are harmful to human life and/or animals.

Place :

Date : (Signature of the Bidder) Address:

Signature of the Tenderer: Name and Seal:

Place:

Date:

Address:

Annexure III

General Terms and Conditions

1. Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. The rates will be exclusive of all taxes (The payment shall be subject to TDS and taxes as applicable at the time of payment) and would remain firm for the entire Contract Period. No increase in rates will be allowed during the entire Contract Period on this account.
3. Monthly payments will be made in the case of **Gardening and Horticulture works** AMC work based on the bills submitted by the Contractor and certified by the concerned Bank's Officer to the effect that the works / complaints recorded in the registers/software are attended as per the scope of the work. The Contractor has to get the Signature of the Caretaker & Protocol & Security Officer on the formats enclosed/given and should submit all these with the bill.
4. Any discrepancy in settlement of bills may be brought to the notice of NABARD within a period of one month after the settlement of the Bills. NABARD will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.
5. Income Tax, GST and other taxes, as applicable, will be deducted from total payment due to the Contractors.
6. All works, complaints / instructions given by the respective authorities covered under the Annual Maintenance Contract are to be attended on the same day. In case of delay in attending the work in time, NABARD will be at liberty to get the work done through any other agency and the cost there for shall be recovered from the Contractor at the discretion of NABARD Assam RO.
7. The Contractor should arrange to obtain necessary insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy (CAR 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 immediately after award of work. The CAR policies are required to be **at least for 1.25 times of the contract value**.
8. The Contractor shall be fully responsible and shall indemnify NABARD with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The decision of NABARD in this regard shall be final and binding.
9. The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc.
10. 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/services. It will be the

responsibility of the contractor to provide details of manpower deployed by him, in the NABARD, Assam RO Guwahati and to the concerned Labour Department.

11. 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. The particulars of the employees engaged for the NABARD RO/ Staff Quarters at are required to be submitted to the NABARD Assam Regional Office.
12. Contractor should also take signature of each staff employed by him/her against receiving minimum wages against the Bank statement and invariably submit it along with the bill every month.
13. 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 Guwahati and Assam RO Guwahati shall ensure that the contractor complies with the provisions.
14. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the NABARD. 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 Guwahati, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
15. All liabilities arising out of accident or death while on duty of the required **Gardening and Horticulture** services 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 Guwahati against all liabilities arising out of any such accidents or deaths.
16. Adequate supervision will be provided to ensure correct performance of the said **Gardening and Horticulture** 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.
17. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the NABARD Assam RO Guwahati.
18. 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, Guwahati and shall not knowingly lend to any person or company any of the effects of the NABARD, Assam RO, Guwahati under its control.
19. The staff deployed shall not accept any gratitude or reward in any shape.

20. The contractor shall provide training at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
21. Under the terms of their employment agreement with the Contractor the **Gardening and Horticulture** 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.
22. That in the event of any loss occurred to NABARD Assam RO Guwahati, 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, Guwahati, the said loss can claim from the contractor up to the value of the loss. The decision of CGM/OIC NABARD, Assam RO, Guwahati will be final and binding on the agency, respectively.
23. 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, Guwahati may issue from time to time and which have been mutually agreed upon between the two parties.
24. NABARD, Assam RO, Guwahati 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.
25. The contractor shall be responsible to maintain all property and equipment of the NABARD, Assam RO, Guwahati entrusted to it.
26. The contractor will deploy supervisors as agent of the contractor and the instructions given to the supervisor by NABARD will be deemed to be instructions given to the contractor. The supervisor shall be required to follow the instructions of NABARD Assam RO, Guwahati and ensure that the work done accordingly.
27. The contractor shall pay the personnel deployed in NABARD Office and Staff Quarters premises, their wages in accordance with the relevant Minimum Wages Act, on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed by them in NABARD.
28. The Contractor shall be responsible to fulfil all the obligations in connection with the workers employed by it for the purpose of the Contract and all the Statutory and other liabilities if any including minimum wages of Central/ State Govt. (whichever is higher shall be applicable) , leave, salary, uniform, identity cards, ex- gratia, ESI, Provident Fund, Workman Compensation, if any, etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor. The contractor shall liaise with Labour Department of State/Central Government and comply with all necessary regulations and instructions in this regard.
29. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
30. The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into Maintenance Contract and the Bank will not

in any way be liable or responsible for any default / irregularities / penalties on the Contractor's part.

31. The following requisites are to be fulfilled by the contractor:
 - a. Time schedule of services
 - b. Presence of required number of the persons at the site as per contract
 - c. Maintain desired quality of the work as per specification
33. The penalties for not complying with the above are indicated in Special Conditions of contract.
34. The contractor shall always post at site, experienced staff at site at least to the extent of strength as given elsewhere in this tender document, round the clock.
35. The contractor shall, for all intents and purposes, be the “NABARD” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed 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 (Regulation & Abolition) Act, 1970.
36. The Contractor shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act, 1948 and all other Labour Laws and other Statutory Regulations (both Central and States) that may be enforced from time to time by the Appropriate Authorities. NABARD shall not be responsible for any penalty on failure on the part of contractor to comply with any Labour Regulations.
37. The contractor shall maintain attendance register of his staff employed at various sites and wage register for payment (at least minimum wages as per Central or State Govt. whichever is higher shall be paid) with all records up to date as per the labour regulations. The contractor shall submit the monthly payment records to the staff employed by him.
38. The contractor shall ensure that the payment is regularly credited to the bank account of the individual labour employed at Bank's premises and **pay slips for respective payments are duly issued regularly**. NABARD will ask for present/past pay slips and payment records related to ESI/PF to be submitted along with the monthly bill. In extraordinary case of wages being disbursed in cash, the same may be done in the presence of authorized representative of NABARD as required as under relevant law.
39. 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. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously.

40. No additional payment shall be made if contractor keeps more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provision.
41. The Contractor or his authorised representative should visit the site as per requirement and meet NABARD's Security Officer/bank's Officer with prior appointment for any clarifications and to receive instructions, etc. at the site.
42. The Contractor's workmen should report to P&SO/site supervisor as per timings mentioned in the Price bid/ Bill of Quantities. A register will be kept at site on all the locations showing attendance on day to day basis and which will be countersigned by the security guard on duty the time when contractor's worker arrives & signs at site. The same shall also be signed by AM P&S/ P&SO and the same or copy shall be presented along with the Contractor's monthly bill.
43. The workers / staff employed should wear colour code uniforms displaying contractor firm's name. The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations under this Contract. Any indecent behaviour / suspicious activities of the staff employed shall be viewed seriously and a suitable penalty shall be imposed on contractor. The contractor is also required to submit the list of workers with photo ID, educational qualification, address proof, etc. before deputing the workers.
44. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to levy damages or fine and / or even terminate the Contract forthwith, if necessary.
45. In case of any default or failure on Contractor's part to comply with all / any one of the Terms/ Conditions, NABARD reserves the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and/or by taking recourse to appropriate recovery proceedings. 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 contractor 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.
46. "Any dispute or difference whatsoever arising on any matter concerning this contract between the parties out of or relating to the services, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any modification thereof. The arbitration shall be conducted by sole arbitrator appointed by NABARD and the award made in

- pursuance thereof shall be binding on the parties." 47. The venue of the arbitration shall be at Guwahati.
48. The language of arbitration shall be English.
 49. Work under the contract 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.
 50. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
 51. The personnel deployed by the Contractor can use the common facilities such as drinking water, toilet, etc. if any, provided at the premises. However, it should be ensured that the same should be kept in hygienic condition.
 52. The work should be carried out with minimum inconvenience to the occupants/NABARD Staff. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants, etc.
 53. The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required, in accordance with this Tender. The Contractor should obtain approvals, if any, necessary for the work from the Statutory Bodies on behalf of the NABARD. The Contractor shall assist the NABARD fully in respect of any liaison with the Municipal or any other Authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to the NABARD.
 54. The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD's residential/Office premises.
 55. The engaged staff shall also undertake other specific work related with/without **Gardening and Horticulture** services and other works during working hours as per instruction of Officer/P&SO, if required.
 56. The staff shall subject themselves to security check at the time of leaving the Bank's premises daily.
 57. No articles, other than personal belongings, shall be taken out without approval from Assistant General Manager (Protocol & Security)/ Assistant Care Taker / Care Taker.
 58. They shall not engage themselves in any activity detrimental to the interests / reputation of the Bank.
 59. The personnel deployed by the Contractor for duty in the said premises shall not be deemed to be employees of 'NABARD' in any manner and they shall not be eligible for any benefits which the 'NABARD' provides to its employees. The obligation if any, for any benefit shall be the sole responsibility and rests entirely with the Contractor.
 60. NABARD will not be under any liability to pay any compensation to the personnel deployed by the Contractor for their sustaining any injury etc. while discharging the duties in the said premises. The Contractor shall get

the personnel posted for duty at the said premises, insured against accidents at his own cost.

61. NABARD shall, in the event of the Contractor committing any breach of any of the terms and conditions or if the services provided by the Contractor is considered to be unsatisfactory by the 'NABARD' or for any other reason considered by the 'NABARD' as insufficient, be entitled to terminate the contract by giving seven days' notice in writing and the Contractor shall not be entitled to any compensation for such termination.
62. On expiry of or early termination of the Contract, the personnel engaged shall vacate the said premises, without any way causing any damage to the said premises and the property therein.
63. In case of any dispute or difference between the parties under this Contract, the same shall be referred to the arbitration of the Chief General Manager/ Officer in Charge, Assam RO, Guwahati or of the person nominated by him/her and his/her decision shall be final and binding on the parties.
64. The above list of duties is only indicative in nature. The personnel deployed by the Contractor should perform any other duties assigned by Bank's authorised officials from time to time as per requirement.
65. Termination of agreement: "If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 30 days, 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, on any day after the expiry of the said notice period if :-
 - a. in the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or
 - b. the contractor commits a breach of any terms and conditions of this agreement and/or
 - c. the contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of contractor and/or
 - d. for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
 - e. there is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.
66. In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
67. In case the Contractor desires to terminate the Contract, he may do so by giving the Bank a notice period of three months.
68. On site, storage space will be provided to the Contractor subject to availability. NABARD will not be responsible for Contractor's materials.
69. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD. But he

can engage various licensed agencies/agencies for carrying out different works.

70. While submitting the monthly bill for AMC, the contractors have to submit all the required documents /statements as desired by NABARD. Contractor will not link payments to his labours with the settlement of his bill by NABARD.
71. It is the contractor's responsibility to coordinate with other service providers viz. companies, municipality etc. for completion of the work, if required and attending to the work along with liaising with local bodies including making payments to statutory bodies. Bank shall reimburse the payments for such works on production of valid receipts. No other charges for such works shall be payable.
72. Validity of Offer: 90 days from the date of opening of the price bid.
73. The successful bidder shall execute an agreement with NABARD at his cost on non- judicial stamp paper as per the prevailing rates in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which bidders EMD may stand forfeited.
74. Additional Terms and Conditions, Special conditions, Safety conditions as stated in attached sheets.
75. Arbitration - In the event of any difference or dispute in connection with the agreement over the right of obligations of the parties, the decision of the Chief General Manager, NABARD Assam RO, Guwahati shall be final and binding upon the parties. The place of arbitration shall be Guwahati. The Indian laws shall be applicable to the arbitration.

SPECIAL INSTRUCTIONS:

- a) The contractor will provide sufficient manpower to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank. In case of emergency the contractor shall be required to post additional staff without any extra cost to the Bank.
- b) The contractor will provide sufficient number of supervisors to ensure proper and effective supervision.
- c) The manpower provided by the contractor should be available round the clock in office Premises. The deployment of manpower and their timing may be flexible and could be changed/increased depending upon the quantum of work and requirement of Bank.
- d) The contractor will provide necessary substitutes in case of absentees.
- e) Quantities indicated in the Financial Bid may vary to the extent or may be deleted without any notice and as such the rates quoted should be workable and should include all overheads, profits, taxes as applicable and all other incidental charges.
- f) **Security Deposit (SD):-** The contractor has to Deposit @ 5% of the accepted value of Tender (total value of the contract for one year) as Initial Security Deposit (**ISD**) within 15 days from the date of issue of work order by NABARD. No interest will be paid on EMD/Security Deposit Money. The

Security Deposit shall be refunded to the contractor on satisfactory completion of AMC period and completion of all contractual obligations.

- g) Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
- h) **PAYMENT:** The contractor shall be required to raise bill for monthly payments of **Gardening and Horticulture works** personnel in the name of Chief General Manager, Assam Regional Office, NABARD, Guwahati. Based on the attendance sheets of the contractor duly verified by the Caretaker of the Bank Colonies, attested by the officer nominated by the bank will be paid. 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.
- (i) Contractor shall pay their entitled wages **by the 05th of the every month**. It shall not be linked to the payment of the bill.
- (ii) Payment must be made by the service providers 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.
- (iii) While submitting the bill for the next month, the services provider must file a certificate certifying the following:-
- ✓ Wages of employees were paid as per minimum wages norm applicable has been credited to their bank accounts on (date)
 - ✓ ESI Contribution relating to workers amounting to Rs..... was deposited on (date) (copy of the challan enclosed)
 - ✓ EPF contribution relating to workers amounting to Rs..... was deposited on (date) (copy of the challan enclosed)
 - ✓ The service provider is complying with all statutory Labour Laws including Minimum Wage Act.
- i) The contractor shall compulsorily issue a salary slip to every personnel in the indicating details of salary including Name of Employee, Designation, Month, No. of Days present,-ESI No., PF No., etc.

DECLARATION BY THE CONTRACTOR

We / I have read and understood the special terms and conditions for the **Gardening and Horticulture works** Services AMC in the entire premises (both inside and outside)/Staff Quarters and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

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

Signature of the Tenderer:

Name and Seal:

Place:

Date:

SAFETY CONDITIONS OF THE CONTRACT

SAFETY CODE

- The contractor shall be responsible for all injury to persons, and for all structural and decorative damage to property which may arise from the operation or neglect of contractor or their staff or damages arising from carelessness, accident or any other cause whatsoever in any way connected with carrying out of the contractor. The contractor shall indemnify the Bank and hold it harmless in respect of all and any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.
- The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
- An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- It is entirely the responsibility of the contractor to follow the safety procedures such as using safety belts, life lines, helmets, rubber gloves etc. depending upon the nature of works Contractor is free to approach NABARD for any suggestion in this regard. However any lapse in this regard will be viewed seriously.
- A penalty of ₹1,000.00 shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of ₹2,000.00 shall be levied if violation is repeated.
- Penal action will also be taken if the contractor's supervisors and workmen do not wear the uniforms and photo identity cards issued by the contractor and thus pose a security risk to the safety of the Bank's establishments, its officers and the families of its officers residing in flats. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.
- An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work.
- The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages compensation, cost charges and expenses arising or accruing from or in respect of any such claim or damages from any or all sums due or to become due to the contractor.
- Smoking and chewing pan/ tobacco are prohibited in the Office. As part of the contract, the contractor must satisfy the above mentioned safety requirements and must ensure at all the time that these are followed without any deviation.

Declaration by the Contractor

We / I have read and understood the Safety code for the **Gardening and Horticulture works** Services AMC in the entire Office premises and Staff Quarters, we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Signature of the tenderer with seal

Name and Seal

Place:

Date:

Address:

INDEMNITY BOND

(On ₹100/- Stamp Paper)

KNOW all men by these presents that I, Shri.....of
M/s.....do hereby execute
Indemnity Bond in favor of National Bank for Agriculture and Rural Development
(NABARD), having their Assam Regional Office at G S Road, Dispur, Guwahati – 786
001 and M/s..... having their office
at on this day of2023.

*WHEREAS NABARD have appointed M/s as the
Contractor for their proposed work relating to “Annual Maintenance Contract for
Gardening and Horticulture works Services at office premises of NABARD,
Assam Regional Office, G S Road, Dispur, Guwahati and Residential Quarters / SRAs
at Plot No. 3 & Plot No. 4, Byelane No. 2, Dilip Huzuri Path, Sarumotoria, Dispur,
Guwahati for the period from 01.07.2023 to 31.03.2025.”*

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/shereby do Indemnify, and same harmless
NABARD against and from

1. any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,
2. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
3. any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of

the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.

4. any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/shas set his/their hands on thisday of 2023.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS:

(1)

(2)

PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the contractors/service providers for effecting payment with phone nos.:-

| | | |
|---|---|--|
| 1 | Name of the account holder (As appearing in the Bank account) | |
| 2 | Name of the Bank | |
| 3 | Name of the Branch | |
| 4 | Account Number | |
| 5 | RTGS/NEFT/IFS Code | |
| 6 | Type of account (Savings, Current, etc.) | |
| 7 | PAN Number | |
| 8 | GSTN Number | |
| 9 | Contact Number (Phone/Mobile) | |

Signature
Seal & Stamp

Please attach-

- (1) One original cancelled cheque leaf of the above mentioned bank account
- (2) Copy of PAN card
- (3) Allotment letter/registration letter under GSTN
- (4) Copy of address proof

PRE-CONTRACT INTEGRITY PACT

(To be submitted on ₹ 200 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

National Bank for Agriculture and Rural Development (NABARD) hereinafter referred to as “The Principal”

And

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent

to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for his Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is –

Dr. Sanjay Kumar Panda, IAS (Retd)
515, Ward No.3, Sideshwar Sahi
Cuttack City, Cuttack district,
Odisha 753008
Email Id: sanjaypandaias@gmail.com
Mobile: 8527661800

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat

the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

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

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10- Fall Clause

The BIDDER undertakes that it has not supplied/s not supplying similar product/systems or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Section 11 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Regional Office, Guwahati.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & on behalf of the Bidder/Contractor)
(Office Seal)

Place_____

Date _____

Witness 1:
(Name &Address)

Witness2: (Name &Address)

Annexure VIII

ORGANIZATIONAL/FINANCIAL PROFILE OF THE BIDDER

| | | |
|----|---|---|
| 1 | Constitution Proprietary/ Partnership/ Private Ltd./ Public Ltd. | |
| 2 | Date of Establishment | |
| 3 | Address for Communication/ Postal Telephone/Mobile Email | |
| 4 | Classification | Solution Provider/System Integrator Hardware/Vendor/Bidder / Software Developer, etc. |
| 5 | If Joint Venture, then specify names of Partners in the Service Support Co, JV | i) ii) |
| 6 | Others (please specify) | |
| 7 | Name(s) of Proprietor(s) / Partner(s) / Directors | Position/Designation |
| 8 | Number of Engineers/ Staff familiar with the Product/ Services offered. | |
| 9 | Total Number of Employees | |
| 10 | Number of locations where Service Support Centers are available. | |

Business Figures for 3 years (copies of supporting documents to be enclosed)

| Year | Sales turnover (₹ Lakh) | Net Profit (₹ Lakh) |
|------------------|-------------------------|---------------------|
| Current Year | | |
| Last Year | | |
| Year Before Last | | |

List of reputed major Corporate Customers to whom the similar services were provided:
(Please furnish details in the following format. Important: Indicate the contract details
of at least 3 years)

| Name and address of the Customer with phone number | Services Rendered | Year of Supply/ Service | Brief details of items supplied/ Services rendered | Approx. Value of order (₹) | Whether the Customer is continuing under Warranty/ AMC |
|--|-------------------|-------------------------|--|----------------------------|--|
| | | | | | |
| | | | | | |
| | | | | | |

IT returns for last 3 years (copies to be submitted)

| Financial Year | |
|----------------|--|
| | |
| | |
| | |

Signature, Stamp of Vendor/Bidder Name:

ANNEXURE-IX

UNDERTAKING

This is to certify that M/s _____ (Name of the agency with address) has paid the contract labour employed for services of NABARD for the month of (Month with Year) as per statutory requirement and rules and laws in force related to payment of EPF, ESI, Bonus and provided weekly off.

Signature:

Name:

Date

ANNEXURE-X

**Pro-forma for Indemnifying the Employer against Contract labour Rules/
regulations (On ₹200 Non-Judicial Stamp Paper)**

Chief General Manager,
National bank for Agriculture and Rural Development
Assam Regional Office
G S Road, Dispur
GUWAHATI – 786 001

Sir,

**Annual Maintenance Contract for Gardening and Horticulture Services
Personnel at Bank's Regional Office Building, G S Road, Dispur, Guwahati –
781 006 and Residential Quarters / SRAs at Plot No. 3 & Plot No. 4, Byelane
No. 2, Dilip Huzuri Path, Sarumotoria, Dispur, Guwahati – 781 006 for the
period from 01.07.2023 to 31.03.2025**

We, M/s. (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labour and their payment.

We also hereby fully indemnify and keep indemnified the Employer, i.e. NABARD, against payments to be made to the contract labour and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For Authorised signatory



PART- II

PRICE BID / Bill of Quantities

PRICE BID for Gardening and Horticulture works

Annual Maintenance Contract for Gardening and Horticulture Services Personnel at Bank's Regional Office Building, G S Road, Dispur, Guwahati – 781 006 and Residential Quarters / SRAs at Plot No. 3 & Plot No. 4, Byelane No. 2, Dilip Huzuri Path, Sarumotoria, Dispur, Guwahati – 781 006 for the period from 01.07.2023 to 31.03.2025

Rates to be quoted based on the scope of works and specification/ description of items as well as terms and conditions contained in the Tender Document. The rates to be quoted taking into consideration the details of scope of work given in the tender terms and conditions including special terms and conditions.

BILL OF QUANTITIES

PART – A: NABARD Regional Office & Staff Quarters / SRAs – Skilled

| Sl. No. | Description | Basis | No. of workers | Rate (₹) | Total amount (₹) |
|---------|--|---|----------------|----------|------------------|
| 1. | Total of Basic + VDA for a month (26 X minimum wages per day) | GoI Order dated 03.04.2023 w.e.f 01.04.2023 | 01 | | |
| 2. | EPF (The contributions are payable on maximum wage ceiling of Rs. 15000/-) | 13% | 01 | | |
| 3. | ESI (The contributions are Payable on maximum wage ceiling of Rs. 21000/-) | 3.25% | 01 | | |
| 4. | Total | S.No.(1+2+3) | 01 | | |
| 5. | Total wages – A | 21 X S.No.4 | 01 | | |

PART – B: NABARD Regional Office & Staff Quarters / SRAs – Semi-Skilled

| Sl. No. | Description | Basis | No. of workers | Rate (₹) | Total amount (₹) |
|---------|--|---|----------------|----------|------------------|
| 1. | Total of Basic + VDA for a month (26 X minimum wages per day) | GoI Order dated 03.04.2023 w.e.f 01.04.2023 | 01 | | |
| 2. | EPF (The contributions are payable on maximum wage ceiling of Rs. 15000/-) | 13% | 01 | | |

| | | | | | |
|-----------|--|--------------|----|--|--|
| 3. | ESI (The contributions are Payable on maximum wage ceiling of Rs. 21000/-) | 3.25% | 01 | | |
| 4. | Total | S.No.(1+2+3) | 01 | | |
| 5. | Total wages – B | 21 X S.No.4 | 01 | | |

PART – C: Managerial & Administrative Charges

| Sl. No | Description | Basis for Quotation | Amount quoted (₹) |
|---------------|---|----------------------------|--------------------------|
| 1 | 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 `) (Will include all contractual obligations mentioned in the tender document). | | |
| 2 | Cost of Uniform (02 sets each 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 (in `). | | |
| 3 | Premium towards third party insurance cover of minimum `10.00 lakh to safeguard against any damage caused to NABARD Assam RO & its Staff Quarters in Guwahati. (Quotation from general insurance company may be submitted) | | |
| 4 | Group Insurance premium for 02 workers employed which is covering injury and accidental death at work place on each occasion with risk cover of at least `5.00 lakh per person per annum. (Quotation from general insurance company may be submitted) | | |
| | TOTAL charges – C | S.No. (1+2+3+4) | |

PART D – Total including wages and charges

| | | | |
|----------|---|--|--|
| a | GRAND TOTAL (A+B+C) | | |
| b | Calculation of rate of service charge (as % of wages) $\{C/(A+B)\} * 100\%$ | | |

Note:

1. Tenderers are advised to visit the site and thoroughly understand the nature and scope of the services, material required and be familiar before quoting.
2. Tenderers are advised to quote Service charges in % rate and correspondingly work out the absolute amount also as per the scope of work. The total amount (i.e. Wages per month plus Service Charges) plus applicable GST, if any, shall be considered for comparison for deciding L1 (lowest quoted vendor).
3. The bidder shall reasonably assess the likely Minimum wages projected to be paid during the year April 2023-March 2024 considering past trends/proportionate increase in the minimum wages notified by the Central or State Government (whichever is higher) during the previous year(s), before filling in the above details. No increase in rates will be allowed during the entire Contract Period on this account. The bidders may please note that the rate quoted in the price bid shall be firm for the duration of the contract and nothing extra shall be paid over and above their quoted rates during the currency of the contract. The rates will be considered for revision only in case of revision of statutory taxes like GST as applicable.
4. If the Bank finds that the above projected minimum wages are insufficient to meet the Minimum Wage obligations during the contract period, their offer shall stand disqualified and not be considered for further evaluation by the Bank.
5. Quoted rate for Service Charges should be workable, reasonable and should include incidental and all overheads and profits. Bids quoted with administrative/service charges less than or equal to the applicable TDS (IT-TDS and/or GST-TDS) would be treated as unresponsive and invalid, which are liable for rejection. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required. Statutory deductions such as TDS on IT and GST shall be made as per the rules. No increase in rates will be allowed during the entire Contract Period on this account. The rates will be considered for revision only in case of revision of statutory taxes like GST as applicable.
6. The contractor has to quote for all the items of BOQ. Incomplete BOQ will not be considered. The rates will be compared only after comparing rates with taxes while evaluation of the price bids.
7. The proof of remittance of statutory contribution of PF (Employer and Employee) and ESI to the appropriate agency for those workers deployed by the selected bidder to execute the contract work in NABARD, must be provided by the selected bidder to NABARD every month along with the claim bill, failing which the claim bill shall not be settled. The selected bidder shall also submit the proof of remittance of Bonus for those workers deployed by the selected bidder to execute the contract work in NABARD along with the claim bill for the month of remittance of Bonus, failing which the claim bill for that month shall not be settled. Minimum wages, ESI, EPF etc. above shall be paid as per Central Government Acts /Notifications including amendments/ modification.

I/we declare that:-

- a) The rates quoted are as per the conditions mentioned in this tender document.
- b) The Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutory laws.

Accepted all the terms and conditions of Price Bid.

(Signature of the Tenderer)

Name and seal:

Place :

Date :



Address :