To

Empanelled vendors with NABARD New Delhi RO
(for Horticulture work in Category II and Category III)

Sir

Quotations for Annual Maintenance Contract for Horticulture Services at NABARD, 24, Rajendra Place, New Delhi and Flats 319 and 320 at Asiad Village, New Delhi for the period 1.04.2021 to 31.03.2022

1. Sealed quotations are invited for Annual Maintenance Contract (AMC) for Horticultural services in NABARD, New Delhi RO and Staff Quarters 319 and 320 at Asiad Village Complex, New Delhi.

<table>
<thead>
<tr>
<th>S No</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>NABARD Regional Office Building, 24, Rajendra Place, New Delhi</td>
</tr>
<tr>
<td>ii.</td>
<td>319, 320 Asiad Village Staff Quarters</td>
</tr>
<tr>
<td>iii.</td>
<td>Maintenance of Vertical Garden and hedge</td>
</tr>
</tbody>
</table>

2. Bidder has to quote for all items in Annexure-B failing which the tender will be considered incomplete.

3. Bidders are advised to visit our Office Building/staff quarters to familiarize themselves with the nature of works to be carried out and get all the necessary clarifications as necessary from the Bank before quoting the rates.

4. Sealed quotations in prescribed form in envelope super scribed as the captioned subject, addressed to The Chief General Manager, NABARD, New Delhi Regional Office, 24, Rajendra Place, New Delhi-110085 shall be deposited in Tender Box kept for the purpose on Ground Floor on or before 1130 hrs on 24.02.2021. Bids received after stipulated time and date will not be accepted under any circumstances.

5. The successful bidder shall execute an Agreement with NABARD in duplicate at his cost on Non Judicial Stamp paper in accordance with the standard format enclosed within 14 days from the date of issue of work order.

6. The period of Annual Contract shall be one year commencing from 01 April 2021 to 31 March 2022 which may be renewed for the further period of two years, if the services provided by the AMC provider are found to be satisfactory.

7. The quantum of Security Deposit shall be 5% of the annual contract amount. The successful tenderer has to submit Security deposit within 10 days of issue of Work Order in Bank’s A/c. Security Deposit will be refunded after expiry of the Contract period. Security Deposit will not bear any interest.
8. A pre-bid meeting has been arranged on **17 February 2021 at 1100 hours**. You may attend the meeting after understanding Scope of work and visiting sites to seek required clarification, if any.

9. For any further clarification, the applicant may contact on 011-45422059 during office hours.

10. The terms and Conditions of the Contract are given in **Annexure-A**. The vendors which comply all the terms and conditions may only submit their quotations for AMC. Quotations not received accordingly are liable to rejection.

11. The proforma for submission of quotations is given in **Annexure-B**.

12. The quotations shall be opened on **24.02.2021 at 1200 hrs** in the presence of bidders or their authorized representatives.

Yours faithfully

S/d-
(Kuldeep Chand)
Deputy General Manager

Encl: As Above (02)
Terms and Conditions

1. The period of Annual Contract shall be one year commencing from 01 April 2021 to 31 March 2022 which may be renewed for the further period of two years, if the services provided by the AMC provider are found to be satisfactory.

2. The bidders are required to quote their lowest rates in the format provided at Annexure B. The bid shall remain valid for 09 days from bid closing date.

3. Successful bidder will have to abide by the terms and conditions as may be fixed from time to time by NABARD.

4. Tender shall be accompanied by copy of each documents like:
   a. Articles of association/Memorandum of association/partnership deed/ any other relevant document showing composition of firm.
   b. PAN
   c. GSTIN Registration
   d. Employee state Insurance Act registration
   e. Particulars of bankers & bank account details
   f. Details of work in hand
   g. Employee Provident Fund Registration

5. NABARD reserves the right to verify any or all of the documents furnished by Bidders with any authorities. NABARD also reserves the right to cancel any or all applications without assigning any reason.

6. The application form should be signed by a person on behalf of Firm/Organization who is duly authorized to do so.

7. Applications containing false or inadequate information are liable for rejection.

8. The staff deployed by the firm should have adequate experience and knowledge in their respective works.

9. Monthly payments will be made on the bills submitted by the Contractor and certified by ACT/CT after completion of respective works.

10. The Contractor should arrange to obtain necessary insurance cover for his employees at his cost and should be responsible for safety of persons employed by him.
11. The contractor shall pay the personnel deployed in NABARD Premises, their wages in accordance with the Minimum Wages, on monthly basis. The Contractor shall also make PF Contribution, ESI Contribution and or any other statutory contribution in respect of person deployed by them in NABARD.

12. The Contractor shall be responsible for timely payment to its personnel deployed in Bank’s premises and compliance of all Statutory provisions relating to minimum wages, PF, ESIC etc.

13. The manpower deployed by contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance image of NABARD.

14. No additional payment shall be made if contractor keeps more staff at site for completing the pending work.

15. The Contractor or his authorized representative should visit the site as per requirement and meet the Section’s Officers for any clarifications and to receive instructions, etc. at site.

16. The Contractor’s workmen should report to ACT. A register will be kept at site showing attendance on day to day basis and which would be countersigned by security guard on duty the time when contractor’s worker arrives at signs at the site. The same shall also be signed by ACT and copy shall be presented along with Contractor’s monthly bill.

17. 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.

18. 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.

19. 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.

20. 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.

21. The work should be carried out with minimum inconvenience to the occupants. 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 staff members etc.
22. Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD's residential/Office premises.

23. **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 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 the contractor commits a breach of any terms and conditions of this agreement.

24. 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.

25. In case the Contractor desires to terminate the Contract, he may do so by giving the Bank a notice period of three months.

26. The Contractor shall provide necessary Tools & Plants materials or any other equipment, materials, labour, etc. and no payment in this regard will be made by NABARD.

27. 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.

28. Successful bidder shall also submit “Letter of Indemnity and Undertaking” as per Annexure-C enclosed.

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

Signature of the Bidder:

Name and Seal:
Place:
Date:
Address
Special terms and conditions

1. Provide all the tools, tackles, such as lawn mowers, rollers, sickles, knives, scissors, PVC flexible pipe for watering of required size and length, water jugs for sprinkling water on plants and all other relevant accessories generally required.

2. For bringing the red soil/organic manure by truck/lorry, fertilisers and pesticides such as urea, potash, etc., no extra payment will be made by NABARD for a truck load or for specific quantity.

3. The plant pots inside the building will have to be replaced with standby pots as per the desired frequency. During this process, the plants, leaves and pots shall be cleaned. Further, the gardeners will also check the stagnant water in planters so as to arrest the mosquito breeding.

4. Maintaining the existing garden and plants condition at all times including vertical garder to the satisfaction level of Bank, if necessary, by planting additional seasonal plants, perennial flowering plants, grass, etc. with proper soil preparation and application of manures etc. from time to time as required or as desired by NABARD.

5. Pruning the branches/ parts of all types of live trees and plants from the entire colony as and when necessary and as desired by NABARD and taking away those out of the colony. Necessary permission, if required from Municipal authorities shall be obtained by the contractor before commencing such works.

6. Uprooting and cutting the dead trees, plants, unwanted shrubs from the entire colony and taking those away from the colony from time to time as and when necessary or as required or as desired by NABARD. The payment per truck for the same shall be paid extra by the Bank.

7. Removing dead leaves, polythene bags, papers and any other foreign materials from inside the garden and pavement area every day and upkeep the pavement and lawn.

8. Water shall be supplied free of cost by NABARD at the selected points inside the colony. The Contractor should arrange for sufficient long PVC flexible pipe for watering of required size and length at his cost or have sufficient buckets to carry water from the tap. No additional taping of water shall be permitted.

9. You will provide substitutes in case of absentees. **Penalty will be imposed in case of absences as given in the special terms and conditions of the contract.** Contractor may take all necessary measures so that the work do not suffer on account of the absence of its staff and to avoid penalty.

The rate quoted by you for the Gardening work will include the cost of manpower and cost of tools / tackles, manure etc. only.
10. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offer 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 tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within the stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.

11. 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.

12. Contractor has to ensure regular watering and manuring of plants.

13. Plants at the main entrance to be properly and systematically arranged to give an attractive ambience.

14. Size of the pots should be big enough to hold the plants to obviate falling of the pots during dust storms, rains, etc.

15. Sufficient flowering plants should be provided during flowering season. During other seasons green plants of reasonably good variety should be provided.

16. Adequate number of pollution reducing plants like Aloe Vera, Snake plant, Spider plant, areca Palm, Money plant etc. should be supplied.

17. Location of plants should be changed on regular basis to provide variety and healthy plants especially on 3rd, 4th and 9th floors in Office Premises. Besides, replacement of worn out/dried up/drooping plants may be done immediately.

18. Regular weeding and grass and hedge cutting, application of insecticides and pesticides, manuring for proper maintenance of Outside parks/backyard of Asiad Village flats.
### Proforma for submitting the quotations

<table>
<thead>
<tr>
<th>S No.</th>
<th>Item</th>
<th>No. of Plants</th>
<th>Indication for filling quote</th>
<th>Total quoted rate for 12 months (Rs)</th>
<th>GST</th>
<th>Amount + admissible taxes (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply and maintenance of Potted plants for indoor decoration including watering, transportation, loading, replacement, manuring etc.</td>
<td>200 Nos.</td>
<td>Rate per plant to be indicated</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>Supply and maintenance of potted seasonal flowering plants</td>
<td>50 Nos.</td>
<td>-do-</td>
<td></td>
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<tr>
<td>3</td>
<td>Supply and maintenance of Seasonal outdoor potted plants</td>
<td>50 Nos.</td>
<td>-do-</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>Maintenance of Road dividing pavement and parks near Office Building</td>
<td></td>
<td>(Lumpsum) amount to be indicated</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Maintenance of Vertical garden of approx. 60 feet (length) X9 feet (height) and hedges as per existing arrangement</td>
<td></td>
<td>-do-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Supply and Maintenance of potted plants and outside Parks in flat No.319 and 320, Asiad Village</td>
<td>40 pots per flat; maintenance of plants in the backyard</td>
<td>-do-</td>
<td></td>
<td></td>
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<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>Total Amount in Words</strong></td>
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ARTICLES OF AGREEMENT

On Non-judicial stamp paper

AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

THIS AGREEMENT is made at New Delhi on this ...... day of _____ 2021

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Head office at C-24, ‘G’ Block, Bandra-Kurla Complex, Bandra(East), Mumbai- 400051, hereinafter referred to as “NABARD” (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the ONE PART

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

(1) NABARD, being desirous of outsourcing the works relating to Annual Maintenance contract for Gardening Services (hereinafter referred to as “the said works”) of its premises at NABARD Regional Office Building and NABARD Staff Quarters 319,320 Asiaid Village Complex, New Delhi (hereinafter collectively referred to as “the said Premises”) for the period 01.04.2018 to 31.03.2019, had, vide its letter No. ……………….dated …………, issued a “Letter for Inviting Quotations” inviting bids for providing the said works at the said Premises. A copy of the letter is annexed herewith and to be read as part and parcel of this Agreement.

(2) The Contractor had, vide its letter dated ……………..2018, submitted its bid for undertaking the said works at the said Premises.

(3) NABARD, vide its Letters of Intent No. ……………….dated …….2018 had selected the Contractor for carrying out the said works at the said Premises.

(4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The contract shall commence from 01.04.2021 and shall continue till 31.03.2022 unless it is curtailed or terminated by NABARD owning to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc.
The rate will remain fixed throughout the entire period of contract i.e. till 31.03.2022 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.

2. The contract may be extended for further period/s after the expiry of the initial period i.e. 31.03.2019 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 make discreet inquires 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.

4. The number of manpower required will be purely based on the requirement at site.

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

6. All persons deployed by the Contractor in NABARD will be subjected to security check by the NABARD while entering and leaving the premises.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. The Contractor’s personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, administrative/organizational matters as all are of confidential/secret nature.

13. 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.

14. 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.

15. 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

16. 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.

17. 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.

18. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in Delhi NCR/GoI, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.

19. 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.

20. 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.

21. 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.
22. 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.

23. 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 bligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.

24. 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.

25. This Agreement, its Annexures and the Letter Inviting quotations 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.

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

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

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

Signed, sealed and delivered
By Shri ______________________
DGM/ GM
For & on behalf of NABARD the duly authorized signatory for & on behalf of the Contractor
In the presence of In the presence of

1......................................

1......................................

2......................................

2......................................
Annexure-C

Specimen of Letter of Undertaking and Indemnity

(to be submitted by successful bidder)

To
NABARD
New Delhi RO

Dear Sir

Subject: Letter of Undertaking and Indemnity

WHEREAS the National bank of Agriculture and Rural Development, a corporation established under the National bank of Agriculture and Rural Development Act, 1981 (herein after referred to as ‘NABARD’) has expressed desire to avail Horticulture services at New Delhi RO as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as __________, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSTH THAT:

We, the __________________(bidder) hereby declare and certify that we are the rightful owners/licensees of the said article/service/solution offered for sale to NABARD and that the sale of the said article/service/solution to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said______________________(bidder) hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any action that may be bought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User Licence Agreement that accompanies the said systems.
We, the said ___________________(bidder) hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

SCHEDULE

(Please list all the hardware/software supplied to NABARD for providing this service)

Yours faithfully

(Name and Designation) of Authorized Official