Limited Tender (Empaneled Vendors Only) for ANNUAL MAINTENANCE CONTRACT (AMC) FOR PROVISION OF MANPOWER FOR GARDENING SERVICES AT NABARD’s OFFICE PREMISES AND STAFF QUARTERS IN JAMMU FOR THE PERIOD FROM 01st October 2021 TO 31 March 2024

The Tender Document can be downloaded from NABARD’s website http://www.nabard.org or https://nabard.eproc.in/ProductNABARD/publicDash
Part-I Technical Bid

Notice Inviting Tender (NIT) for Annual Maintenance Contract for MANPOWER FOR GARDENING SERVICES AT NABARD’s OFFICE PREMISES AND STAFF QUARTERS IN JAMMU FOR THE PERIOD FROM 01st September 2021 TO 31 March 2024

<table>
<thead>
<tr>
<th>Date of issue of Tender</th>
<th>06th September 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time and last date for submission of Tender</td>
<td>1400 hrs. on 27 September 2021</td>
</tr>
<tr>
<td>Earnest Money Deposit (EMD)</td>
<td>₹19545/-</td>
</tr>
<tr>
<td>Time and date of opening of Technical Bids</td>
<td>1530 hrs. on 27 September 2021 or later as convenient to NABARD</td>
</tr>
<tr>
<td>Time and date of opening of Commercial Bids</td>
<td>Will be communicated to technically qualified bidders.</td>
</tr>
</tbody>
</table>

Tender Documents to be submitted and addressed to:
The Chief General Manager,
National Bank for Agriculture and Rural Development (NABARD), J&K Regional Office, Railway Road (Near Saraswati Dham), Railhead Complex, Jammu-180012
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<th>DESCRIPTION</th>
<th>PAGE NO.</th>
</tr>
</thead>
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</tbody>
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No. NB.J&K RO Jammu/DPSP/ /AMC/2021-22 06 September 2021

To Empaneled Vendors

Dear Sir/s

We invite competitive sealed quotations for Annual Maintenance Contract (AMC) for PROVISION OF MANPOWER FOR GARDENING SERVICES AT NABARD’s OFFICE PREMISES AND STAFF QUARTERS IN JAMMU FOR THE PERIOD FROM 01st October 2021 to 31 March 2024. You are requested to furnish quotations as per the format enclosed.

1. Nature of the work: Provision of ‘MANPOWER FOR GARDENING SERVICES AT NABARD’s OFFICE PREMISES AND STAFF QUARTERS IN JAMMU FOR THE PERIOD FROM 01st September 2021 to 31 March 2024

2. Place & description of work

The contractor has to deploy three gardeners who shall report for work at **0900 hrs** and shall remain on duty till **1700 hrs** for six days a week. The deployment of gardeners is as given below:

<table>
<thead>
<tr>
<th>Location/Manpower</th>
<th>Gardener A</th>
<th>Gardener B</th>
<th>Gardener C</th>
<th>Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Premises (Mon-Sat)</td>
<td>09:00 AM TO 01:00 PM</td>
<td>-</td>
<td>-</td>
<td>Two visit in a month i.e. one visit every fortnight. Consultant Should be horticulture/floriculture expert.</td>
</tr>
<tr>
<td>Staff Quarters (Mon-Sat)</td>
<td>01:00 PM TO 05:00 PM</td>
<td>09:00 AM TO 05:00 PM</td>
<td>09:00 AM TO 05:00 PM</td>
<td></td>
</tr>
</tbody>
</table>

3. Earnest Money Deposit: ₹19545/-

4. Last date for submission of tender: Up to 1400 hrs. on 27 September 2021

5. Date of opening of Technical Bid: 1530 hrs. on 27 September 2021

6. E-tender are invited for ‘Annual Maintenance Contract (AMC) for PROVISION OF MANPOWER FOR GARDENING SERVICES AT NABARD’s OFFICE PREMISES AND STAFF QUARTERS IN JAMMU FOR THE PERIOD FROM 01st October 2021 to 31 March 2024’. The Bidders are advised to visit the site, conduct survey of the existing conditions so as to familiarize and satisfy themselves with the nature of works to be carried out and get all necessary clarifications from NABARD before quoting their rates.

7. Contractors having experience in undertaking similar nature of work with like organizations or empaneled with NABARD JK RO may only submit Tender for the work.
8. **EARNEST MONEY DEPOSIT:** The tenderer shall deposit Earnest Money Deposit (EMD) amounting to ₹19,545/- (Rupees Nineteen Thousand Five Hundred and Forty Five only), by directly crediting the amount in our Current Account as per the details given below, failing which, the Tender shall be rejected. No interest shall be paid on the EMD submitted by the bidders. Earnest Money Deposit shall be refunded to those tenderers whose offers have not been accepted within 30 days of opening of Tender and in case of successful bidder it shall be retained as interest free security deposit for due performance of the obligations by the firm in terms of Contract. MSEs as defined in MSE Procurement Policy issued by Government of India or bidders who are registered with Central Procurement Organizations or empaneled with NABARD itself are exempted from payment of EMD.

9. The Technical Bid shall be opened on 27 September 2021 at 1530 hours in the presence of the Bidders or their authorized representatives who choose to be present. Date of opening of Financial Bid will be communicated to the successful bidders.

10. Interested parties can download the tender document from the website of NABARD ([www.nabard.org](http://www.nabard.org)). The interested agencies may inspect the work to be done before filling the tender. Sealed quotations addressed to CGM, NABARD Regional Office, NABARD Tower, Railway Station Road, Jammu needs to be deposited well in time in the tender box kept in DPSP of the National Bank’s regional office.

11. No interest shall be paid by NABARD on Earnest Money Deposit. Tenders without Earnest Money shall be liable for rejection. The details of account of NABARD are furnished below:

   Name of Account: National Bank for Agriculture and Rural Development
   Account Number (VAN): NABADMN17
   Bank Name: NABARD
   Branch Name: HEAD OFFICE, MUMBAI
   IFS Code: NBRD0000002

12. NABARD reserves the right to accept or reject any Tender, either in whole or in part and it is not binding on the part of the NABARD to accept the lowest or any other Tender which do not fulfil all or any of NABARD’s conditions or are incomplete in any respect Tender with the Bidder's own conditions other than those specified by NABARD are liable to be rejected.

13. Validity of offer should be 90 days from the date of opening of Tender.

This Notice Inviting Tender (NIT) shall also form part of the Tender Document.

Yours faithfully,

_Sd/- (Guriqbal Singh)_
Deputy General Manager
LETTER OF SUBMISSION OF TENDER

The Chief General Manager  
National Bank for Agriculture and Rural  
DevelopmentNear Saraswati Dham, Railway  
Road,  
Railhead  
ComplexJammu  
– 180012

Dear Sir,

ANNUAL MAINTENANCE CONTRACT (AMC) FOR MANPOWER FOR  
GARDENING SERVICES AT NABARD’s OFFICE PREMISES AND STAFF  
QUARTERS IN JAMMU FOR THE PERIOD FROM 01st September 2021 to  
31 March 2024

Please refer to your Letter No XX dated 06th September 2021 calling for quotation for  
executing the captioned work. Having examined the “Scope of Work and Other Terms &  
Conditions” mentioned in Annexure-I & II of your letter under reference, having  
visited and examined the sites of the work, having acquired the requisite information  
relating thereto affecting the tender and having signed the terms and conditions  
mentioned therein as token of the acceptance of the same by us we hereby offer to  
execute the works specified in the said letter and quote our rate as per the BOQ in  
Annexure-III and furnish other required information in the prescribed proforma as per  
details below:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Particulars</th>
</tr>
</thead>
</table>
| 1    | Name and Address of the Agency  
( Including Telephone No.) |
| 2    | Registration details of the firm  
(if any)  
(Attach documentary proof) |
| 3    | Income Tax PAN No  
(Attach self-attested photocopy) |
| 4    | GST Registration No-  
(attach self-attested copy) |
<p>| 5    | Details of Bank Account: |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Name of the Account holder</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii) Name of the Bank, Branch &amp; Place</td>
<td></td>
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<tr>
<td></td>
<td></td>
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<tr>
<td>(iii) A/c type (Savings or Current):</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>(iv) Account No. : -</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>(v) IFS code : -</td>
<td>(Attach self-attested photocopy of a cheque)</td>
</tr>
</tbody>
</table>

### 6

**Brief history of the agency:**
(Attach separate sheet, if required)

### 7

**Institutions which awarded work to the agency during the last 3 years:**
(Attach documentary evidence)

---

Yours faithfully,

Signature and seal of the authorized signatory of the agency

Place:

Date:
## Enclosures-

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Registration certificate (if any)</td>
</tr>
<tr>
<td>2</td>
<td>Self-attested copy of the PAN card</td>
</tr>
<tr>
<td>3</td>
<td>Self-attested photocopy of a Cancelled Cheque</td>
</tr>
<tr>
<td>4</td>
<td>Terms and conditions duly signed</td>
</tr>
<tr>
<td>5</td>
<td>Scope of work and instructions duly signed</td>
</tr>
<tr>
<td>6</td>
<td>BOQ duly signed</td>
</tr>
<tr>
<td>7</td>
<td>Complete set of Self Attested Documents as per Annexure VII as applicable to your agency must be enclosed.</td>
</tr>
</tbody>
</table>
Technical BID-I
Annexure I
FORM OF TENDER

Reference No................. Date...................

From :
..............................
..............................
..............................

To,
Chief General Manager
National Bank for Agriculture
And Rural Development
NABARD
Railway Road
Jammu - 180012

Dear Sir,

Having examined the Tender Document for Security Services/Firemen at (a) NABARD Office Premises at Railway Road, Jammu, and (b) NABARD Staff Colony at Chhani Rama, Near CRPF Transit Camp, Jammu consisting of Invitation to Tenderer(s), General Instructions to Tenderer(s), Tender Conditions, Specifications, General Conditions and Special Conditions governing Tender (hereinafter called the Tender Documents) and having understood the provisions of the said tender documents, having thoroughly studied the requirements of Security Services at NABARD Premises and NABARD Staff Colony at Chhani Rama, Near Transport Nagar, Jammu, I/we hereby submit our Tender offer to you for the Security Services in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the price quoted by me/us in the Price Bid Form being submitted separately duly signed in a sealed cover as desired. I/we have enclosed with this tender, the following documents namely:

1. Tender Conditions (Annexure II)
2. Scope of Work (Annexure III)
3. General Conditions governing Tender (Annexure IV)
4. Integrity Pact (Annexure V)
5. Price Bid Form(in separate sealed Envelope (Annexure VI)

I/We hereby undertake that the statements made herein and the information given in the document are true in all respect and that in the event of any such statement or information being found to be incorrect in respect of any of particulars, the same may be construed to be a misrepresentation entitling National Bank For Agriculture and Rural Development to avoid any resultant contract/to terminate the contract and will compensate the National Bank For Agriculture and Rural Development for any loss/damage caused due to such
misrepresentation and National Bank For Agriculture and Rural Development may also, at its discretion apply the blacklisting clause.

I/We confirm having deposited a demand draft towards the Earnest Money of ₹50,000/- (Rupees Fifty Thousand Only) by UTR No..................................................
Dated........................................drawn on.................................................................
Bank........................................Branch attached hereto for providing security services at
NABARD Office premises and Staff Quarters.

Yours faithfully,

Signature(s) of the Tenderer(s)

Name and Designation of Authorised Person
Signing the Tender on behalf of the Tenderer(s)

Full Name and Address of the Tenderer(s)
Annexure II

TENDER CONDITIONS

1. **INTRODUCTION**
The tender is for providing Gardeners as per scope of work prescribed in Annexure III.

2. **SCOPE OF SERVICES**
Scope of Services is detailed in Annexure III.

3. **CONTRACT PERIOD**
The contract will be for the duration from 01 September 2021 to 31 March 2024.

4. **CRITERIA FOR TECHNICAL QUALIFICATION:** The eligibility criteria for pre-qualification of bidder are as under:

   (a) The contractors should have experience of similar works during the last 7 years (ending 31.03.2021) and who fulfill the following criteria are eligible to tender:

      • Should have carried out **minimum 1 similar work** with contract value (costing individually) not less than ₹19,27,203/-.
      OR
      • Should have carried out **minimum 2 similar works** with contract value (costing individually) not less than ₹12,04,502/-.
      OR
      • Should have carried out **minimum 3 similar works** with contract value (costing individually) not less than ₹9,63,602/-

   b) The tenderers should have average Annual Turnover of at least ₹7,22,701/- of the estimated cost of the tender each year, during the last three years ending 31 March 2021 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.

   c) The agency should be registered with the concerned authorities i.e. Proof of Organization/Company Registration No., ESI and EPF Registration Code wherever applicable, GST Registration and PAN.

   f) Should have a Registered Office/Branch in Municipal Limits of Jammu City.

   h) The bidder should submit detailed profile of the Organization, (giving list of works in hand and carried out during the last 5 years, names & addresses of the clients, value of work, number of manpower deployed and such other details in respect of works, along with testimonials and other relevant documents,

   i) The contractor should also intimate official E-mail address and telephone no. for all communication in order to avoid loss of time. All communications from NABARD shall be sent by E-mail/speed post.

   j) Offers of Bidders who are under suspension/banned/black-listed by any PSU/Govt. Department /PSU Banks/ or otherwise shall not be considered. Further, if any of the partners/directors of the contractor’s organization /firm is blacklisted or having any criminal
case against him, his tender shall not be considered. An Undertaking to this effect should be submitted.

k) NABARD reserves the right to request for any documents/certificate/clarification from the bidder/contractor relevant to above qualifying criteria and the same must be submitted immediately on receipt of any such communication from NABARD.

l) The contractor should enclose Bidders Information along with supporting documents.

m) After opening of Technical bids, if the firm fulfils the technical criteria, their financial bid will be opened. Exact date and time for opening of Financial Bids shall be communicated through official E-mail address given in the Bidder Information.

n) The bidder shall be summarily disqualified in case of non-submission of required documents.

5. **ACCEPTANCE / REJECTION OF BID**

   NABARD also reserves the absolute right to reject any or all the Bids at any time solely based on the past unsatisfactory performance by the bidder(s). The opinion/decision of NABARD regarding the same shall be final and conclusive.

6. **CAPABILITY ASSESSMENT**

   Only those Tenderers who after evaluation of the Technical Bid are found to be competent and capable enough to handle the NABARD assignment shall be considered for the award of contract. The Tenderer(s) may also refer to Clause 3 of Document ‘B’ in this regard.

7. **PRICE**

   Price shall be quoted in Indian Rupees as required in (Price Bid form) and will be submitted in a separate sealed cover. The prices as quoted shall be valid upto three months from the date of submission of tender within the framework of statutory elements in force and the Bidder shall pay in addition to minimum wages the benefits of PF and ESI etc. in respect of employees engaged by him.

8. **ABNORMAL RATES**

   The bidder is expected to quote its service charge after careful analysis of cost involved considering all specifications and conditions of contract. As per Ministry of Finance vide its OM No.29(1)/2014-PPD dated 28.1.2014, if a firm quotes nil charges/ consideration the bid shall be treated as unresponsive and will not be considered. The service charges cannot be below statutory deductions.

9. **PAYMENT TERMS:**

   Agency to whom the contract is assigned shall forward its monthly bill to NABARD in the first week of the current month in respect of the services tendered during the preceding month. The bill shall be paid within 10 days. The agency will have to first make the payment to its guards through NEFT/RTGS in their respective accounts and then submit the monthly bill along with the proof of payment, statements of EPF & ESI deposits and the attendance sheet.
10. **ACCEPTANCE OF SERVICES**
   The Tenderer shall render the services, as per the Scope of Work prescribed in Annexure III in terms of the quality standards. The quality of service shall be outstanding and any deviation on account of quality of services shall make the contract voidable at the option of NABARD. The NABARD shall reserve the absolute right to terminate the Contract by giving one-month notice in writing and upon expiry of such period, the Tenderer shall remove his men from the site forthwith. NABARD may at its discretion also accept such service from alternate security service / agency by giving due caution notice and levying penalty as deemed appropriate in this regard (Clause 3.1 (a) (Document ‘E’)).

11. **EARNEST MONEY DEPOSIT**
   The Tenderer shall be required to deposit and keep deposited alongwith the tender document a sum of ₹19,545/- (Rupees Nineteen Thousand Five Hundred and Forty Five Only) with NABARD as earnest money, which is to be submitted by way of NEFT as per A/c details given earlier. No interest will be paid by NABARD on Earnest Money Deposit. Earnest Money Deposit shall be refunded to those tenderers whose offers have not been accepted within 30 days of opening of Tender and in case of successful bidder it shall be retained as interest free security deposit for due performance of the obligations by the firm in terms of Contract.

12. Income tax and any other tax will be deducted at source as per government instructions in force.

13. The functioning and working of gardeners thus engaged will be periodically supervised by the officials of the Agency. The gardeners deployed by the Contractor shall work under overall supervision & direction of ACT, NABARD or any other officer as found suitable by NABARD, Jammu. They shall specify the services of guards to be obtained in each shift.

15. The agency will give all benefits such as leave, gratuity, bonus etc. as per applicable labour laws in force from time to time. No extra payment shall be made on this account.

Signature(s) of the Tenderer(s)
Name and Designation of Authorized person signing
the Tender on behalf of the Tenderer(s)
Full Name and Address of the Tenderer(s)
Annexure III
Detailed scope of Work
Name of the Job:

ANNUAL MAINTENANCE CONTRACT (AMC) FOR MANPOWER FOR GARDENING SERVICES AT NABARD’s OFFICE PREMISES AND STAFF QUARTERS IN JAMMU FOR THE PERIOD FROM 01st September 2021 to 31 March 2024

1. The contractor has to deploy three gardeners who shall report for work at **0900 hrs** and shall remain on duty till **1700 hrs** for six days a week. The deployment of gardeners is as given below:

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<th>Location/Manpower</th>
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<th>Gardener B</th>
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<td>Two visit in a month i.e. one visit every fortnight. Consultant Should be horticulture/floriculture expert.</td>
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<td>09:00 AM TO 05:00 PM</td>
<td>09:00 AM TO 05:00 PM</td>
<td></td>
</tr>
</tbody>
</table>

2. **The contractor has to perform following activities:**
   a. Daily watering
   b. Weed removing (from ground as well as from wall)
   c. Trimming & pruning
   d. Soil mulching
   e. Lawn mowing
   f. Hedges cutting etc.
   g. Shrubs cutting
   h. Cleaning

3. **REPLACEMENT GUARANTEE**

   Any plant or shrubs or Ground covers dead due to any reasons, will be replaced with the items with same species immediately. Size of plant may vary as per availability. Cost of replacement shall be borne by the bank.
4. OTHER MISCELLANEOUS WORKS

Maintenance services for the gardening work as per direction of the Bank with labour, materials, tools, tackles & plants.

5. POTTED PLANTS

Regular maintenance of plants in the flower pots including daily watering, manuring, adding extra earth etc. all complete for healthy growth of plants in the pots.

6. GARDEN, SEASONAL FLOWER BEDS AND NURSERY

Forking the ground, rotation of soil, removing and disposal of weed, wild growth, top dressing, watering, cutting, pruning, removing old leaves and unwanted growth, seed sowing of approved quality and species, growing seedling, transplantation of seedlings to various beds, nurturing and growing flowers and leaves, grafting, manuring with Equip manure, compost, chemical fertilizers, applying anti-termite chemicals, insecticides, supporting the growing plants with split bamboo supports, providing temporary sheds over the growing seedlings, all as per approved samples, dosage and quality complete.

7. SHRUBS, TREES, GROUND. COVERS, SHADE LOVING FOLIAGES AND CREEPERS

Hoeing the ground, removing and disposal of weeds/wild growth from the surroundings, watering, cutting, pruning, removing old leaves and unwanted growth measuring, applying anti-termite chemicals and insecticides, fumigating as and when required, replacing worn out creeper supports, renovating barren strips of hedges, shrubbery etc. all complete.

8. GENERAL MAINTENANCE

Pruning: - Clipping and trimming of hedges and edges, trimming of shrub plants, trees creepers, rose plants etc. at regular intervals, stacking & disposing off/ remove the trimmed branches and other related waste of the plants immediately anywhere in the Office Premises and the Staff Colony (Residual premises).

9. The cost for supply of plants, good earth, manure, chemicals, materials, tools & tackles shall be borne by the bank and the same shall be supplied by the contractor.

10. Removing fallen leaves, twigs and other miscellaneous refuse from the road and other paved / unpaved lawns & disposing off the same on daily basis outside Academy or as directed by officer in-charge. All cost pertaining to this will be borne by the contractor.

11. Fine dressing of the ground including providing of additional soil at bank’s cost.

12. Spreading of sludge, dump manure and good earth in required thickness and as directed by bank’s officials.

13. Mixing earth and sludge or manure in proportions specified.

14. Grassing with selection of grass including watering and maintenance of the lawn for 30 days or more till the grass forms a thick lawn free from weeds and fit for moving
including supplying good earth at NABARD’s cost, if needed, and as directed NABARD’s officials.

15. Complete maintenance of the lawns including weeding, hoeing, watering, maintenance of trees and shrubs on lawn, regular mowing of lawn, removal of garden rubbish and deep rooting rank vegetation, applying insecticides & pesticides (whenever required), making, sowing, and maintenance of seasonal flower beds etc and other garden related works as directed. Lawn area includes flower beds, as well.

16. **PLANT PROTECTION**

Periodic checks to be carried out for pests and diseases. In the event of infestation prompt spraying of appropriate pesticides, insecticides and fungicides will be required for eradiction of the same. The contractor will supply pesticides, insecticides and fungicides and the expenditure shall be borne by NABARD.

17. **LAWN MOVING**

Lawn moving at a regular interval of 7-10 days.

18. **FERTILIZER**

Manure and fertilizers specified shall be supplied by the contractor as required and under the direction of NABARD’s officials. The cost of fertilizer shall be borne by NABARD.

19. **IRRIGATION**: Daily adequate watering of gardens, lawns, pot plants, plants/trees, etc. with hose pipe in different areas should be done regularly.

20. **POTTED PLANTS**

The existing potted plants beds to be maintained with minor alternation (if required) by planting summer & winter seasonal plants. Seed/seedlings should be provided by the contractors. The cost of pots and plants shall be borne by NABARD

NOTE: All the above mentioned scope of works is indicative and not exhaustive. NABARD reserves the right to add/delete any work under the scope of work. However, the Contractor has to properly maintain the Gardens, lawns, trees, etc. inside the campus.
ANNEXURE-IV

GENERAL INSTRUCTIONS TO THE CONTRACTORS AND TERMS AND CONDITIONS

1. Contractors are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.

2. Quoted Rates should include charges for removal of all the debris generated out of gardening work and cleaning the site thoroughly.

3. Quoted rates should be workable and should include incidental and all overheads and profits. Rates should also include for any additional materials required for satisfactory execution of the work even if the same are not included in the scope of work. The contractor may be asked to furnish Rate Analysis for scrutiny of the rates by NABARD, if required.

4. Rates should include all applicable Taxes (Central and State), cess, surcharge, Wages as per Act etc. and should be firm for the entire Contract period on any account.

5. Materials used and the completed work should conform to the stipulations as in the relevant IS Codes (Latest edition)/BIS and CPWD Specifications shall be followed as applicable. However, in the absence of the same, the decision of NABARD will be final.

6. Payment will be made as and when invoice is generated, in the case of annual maintenance contract based on the bills submitted by the contractor and certified by the concerned Asst Caretaker/Caretaker or any other officer of the Bank to the effect that, the work was executed satisfactorily. Deduction will be made on pro rata basis or as decided by NABARD from the bill of the contractor, if his service are found unsatisfactory.

7. Any discrepancy in settlement of bills may be brought to the notice of the Bank within a period of one month after the settlement of the bills. The Bank will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.

8. Income Tax, and other taxes including cess and surcharge etc. as applicable from time to time will be deducted from the total payment due to the Contractors.

9. In case of delay in attending the work in time, the Bank will be at liberty to get the work done through any other agency and the cost thereof shall be recovered from the AMC contractor.

10. The working hours to be observed by the contractors shall generally be 9 am to 5 pm. However, in the case of emergency, work will have to be continued till the same is completed and for which no extra charges will be paid.

11. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.

12. The Contractor shall comply with all applicable Act, Rules, Regulations and Law(s) for entering into Maintenance Contract and NABARD will not in any way be liable or responsible for any default/irregularities/penalties on the Contractor’s part.

13. The Contractor shall also comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) if applicable that may be enforced from time to time by the appropriate authorities, NABARD shall not be
held responsible for any penalty on failure of compliance of any Labour Regulations, NABARD shall have the authority to inspect the Wage Register and physical verification of salary paid to the staff with reference to any records of the Contractor and to insist the Contractor to comply with the Laws in vogue.

14. The Contractor will be responsible to fulfill all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave, salary uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor’s account and payable by the Contractor.

15. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.

16. The Contractor or his authorized representative should visit the site frequently as required by NABARD and meet NABARD’s Officer in the concerned department at least once in a month or as and when required by the Bank for which no extra payment will be made.

17. The contractor should arrange to issue photo identity card for his employees for which no extra payment will be made.

18. The contractor shall be fully responsible and shall compensate the Bank in the event of any damage to men or material, injury/damage or death as the case may be, caused directly or indirectly due to the negligence of the contractor or his agents and/or his employees or workmen. The decision of the Bank in this regard shall be final and binding.

19. The contractor should not employ any person who is prohibited by Law from being employed from fulfilling obligations under this contract.

20. Any act of indiscipline/misconduct/theft/pilferage on the part of any employee engaged by the Contractor resulting in any loss to the Bank in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and/or terminate the Contract forthwith, if necessary.

21. In case of any default or failure on Contractor’s part to comply with all/any one of the Terms/Conditions, the bank reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and/or by taking recourse to appropriate recovery proceedings.

22. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.

23. The Contractor should not at any time do, cause or permit any nuisance on the site/do anything which shall cause unnecessary disturbance or inconvenience to the occupants/visitors at site or near the site of work.

24. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially on working hours, entry of the workers to the premises, interpersonal relation with the staff members, occupants etc.

25. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of the Bank. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to the Bank.
26. The Contract can be terminated by NABARD on one month notice if services are found to be unsatisfactory.
27. On-site storage space will be provided to the Contractor subject to its availability.
28. The Bank will not be responsible for Contractor’s materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD.
29. The Contractor shall provide everything necessary for the proper execution of the works. NABARD will not supply any T & P materials or any other equipment, materials, labour, etc. and no payment in this respect will be made by NABARD. The Contractor shall supply, fix and maintain all the safety kits, T&P etc. at his cost during the execution of any work and remove them as soon as the work is completed.
30. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it.
31. Any defect which may appear within the period of contract, even after completion of the work, should be rectified by the Contractor at his cost. If the treatment is found ineffective, the treatment will have to be carried out again, free of cost, to the satisfaction of the Bank.
32. A copy of the Cancelled Bank Cheque and GST Registration certificate shall be attached to the tender document.
33. All the pages of the Tender Document shall be signed by the Tenderer.
34. Bids are to be dropped in the tender box by hand and by post. Those submitted by unauthorized agents and FAX bids shall not be entertained/considered. The Bank takes no responsibility for delay/loss in post or non- receipt of quotations/tender documents.
35. If last date of receipt of Tender/Quotation and opening date is a holiday then submission and opening of Tenders/Quotations shall be shifted to next working day without change of time and venue.
36. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional/Deviated Tenders may be rejected without making any reference to the Tenderers.
37. The Tenders will be opened in the presence of such Tenderers or their authorized representatives who choose to be present.
38. No advance shall be paid towards mobilization and cost of materials.
39. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force.
40. The Contractor shall engage necessary qualified and experienced supervisory staff at his cost during the execution of the work for attending to day to day affairs.
41. Notwithstanding anything stated above, NABARD reserves the right to assess the Tender’s capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of Bank.
42. The decision of NABARD in awarding the work shall be final and cannot be subjected to arbitration.
43. The Bank reserves the right to accept/negotiate/reject any Tender either in whole or in part without assigning any reasons therefor whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and undisputable.
44. The Bank also reserves the right of supersession of any of the conditions stipulated in the Tender Document.
45. No tenderer will be allowed to withdraw his tender during the validity period. Sub-letting of the contract is not permitted.
46. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
   a. When there is a difference between the rates in figures and in words the rates which corresponds to the amounts worked out by the Contractor shall be taken as correct.
   b. When the amount an item is not worked out by the Contractor or it does not correspond with the rates written either in figures or in words, then the quoted by the Contractor in words shall be taken as correct.
   c. 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
47. Any damages caused to the building/premises during the execution of the work shall be made good by the Contractor at his risk and cost and if necessary, through suitable insurance cover.
48. The details of the planting material/fertilizer used by the contractor may be subject to verification by ACT/CT/any officer of NABARD.
49. The firm should be either Jammu based or should have a branch at Jammu.
50. The workers employed by the contractor can use the common facilities such as drinking water, toilet etc., if any, provided at the premises. However, it should be ensured that the same should be kept in hygienic conditions.
ANNEXURE-V

INTEGRITY PACT
(To be submitted on ₹200 Stamp Paper)

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 Principals intends to award, under laid down organizational procedures contract/s for ................. The Principal values full compliance with all relevant laws of the land, rules, regulations, 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 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. 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 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 of 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 Bidders(s)/Contractor(s) will not use properly improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided 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)/Contractor(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. The 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.

g. 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 in any other form which put their reliability or creditability 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 transgression 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/Sub-Contractors**

1. In case of Sub-contracting, the Principal Contractor shall 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 the Bidder(s)/Contractor(s)/Subcontractors(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 Office.

**Section 8 – Independent External Monitor**

1. The Principal appoints competent and credible Independent External Monitor for this 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.

2. The Independent External Monitor appointed for NABARD is **Shri Pramod Kumar Sangewar, IRSS (Retd.), House no. 12-5-65/1, Flat no. 109, Sri Harsha Sethuram Unique Vijayapuri Colony, Lalaguda South, Secundarabad 500017, Telangana** (sangewarer@gmail.com).
3. 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 his/her to treat the information and documents of the Bidder/Contractor as confidential. He/she reports to the Chairman, NABARD

4. 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.

The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractors(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 refuse 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 substantial 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 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 Contractor 12 months after the last payment under the contract, and for all other Bidders 5 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- Other Provisions

1. This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
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 agreements 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, if the Clause in the Integrity Pact will prevail.

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

Place ______________________
Date ______________________

Witness 1 :  
(Name & Address)  _____________________________________________
  _____________________________________________
  _____________________________________________

Witness 2 :  
(Name & Address)  _____________________________________________
  _____________________________________________

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PART-II

FINANCIAL BID

(To be submitted in a SEPARATE SEALED envelope super-scribed as "FINANCIAL BID")

NABARD, J&K Regional Office, Jammu
Tender for ANNUAL MAINTENANCE CONTRACT (AMC) FOR PROVISION OF MANPOWER FOR GARDENING SERVICES AT NABARD’s OFFICE PREMISES AND STAFF QUARTERS IN JAMMU FOR THE PERIOD FROM 01st September 2021 TO 31 August 2023
ANNEXURE VI

SCHEDULE OF QUANTITIES (FINANCIAL BID)

PREAMBLE to SCHEDULE OF QUANTITIES

A. Quoted rates should be workable and reasonable and should include:
   i. Payment to all the contract workers engaged by contractor on site as per minimum wages as notified by Regional Labour Commissioner from time to time or as per minimum wage of Central Government whichever is higher.
   ii. ESI & PF benefits (Employer's contribution towards ESI & PF) if applicable
   iii. Any increase in minimum wages during the currency of the contract
   iv. Insurance (Both Workmen's Compensation and Contractor's All Risk policy)
   v. Charges, if any, towards safe disposal of garbage from NABARD premises in safe municipal dump
   vi. Incidental expenses and all overheads and profits.

B. The contractor should, if asked for by NABARD, furnish Rate Analysis, along with the price-bid, for the rates quoted by them in this Quotations.

C. Rates shall have to be quoted both in words and figure
Format of Quotation

Quotations for **PROVISION OF MANPOWER FOR GARDENING SERVICES AT NABARD’s OFFICE PREMISES AND STAFF QUARTERS IN JAMMU FOR THE PERIOD FROM 01st September 2021 TO 31 August 2024** in NABARD Staff Quarters, Channi Rama, Jammu and NABARD Office at NABARD Tower Railway Road, Near Saraswathi Dham, Jammu

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Work</th>
<th>Unit</th>
<th>Rate in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Monthly charges for for providing 3 gardeners. Total number of gardeners to be deployed- Three (03) As per Minimum Wages Act of Central Government</td>
<td>Lumpsum charges per month for all the gardeners in ₹</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Consultant Charges (2 Visit per month) Consultant should be Horti/floriculture expert</td>
<td>Charges for 2 visits are to be mentioned in ₹</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Employers’ contribution towards EPF, ESI and EDLI etc. if applicable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Contractors Margin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>GST ( as applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Total for the Month</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Rupees in Words):

Signature of bidder with Seal and Date