National Bank for Agriculture and Rural Development (NABARD) invites limited tenders for Vendors empanelled with NABARD, Odisha RO (Gardening) undertaking **ANNUAL MAINTENANCE CONTRACT OF GARDENING AND LANDSCAPING WORKS AT OFFICE PREMISE AND QUARTERS OF NABARD AT BHUBANESWAR**. Empaneled vendors under Gardening category may log on to the website of NABARD i.e. www.nabard.org or to the Central Public Procurement Portal i.e. https://eprocure.gov.in to download the Tender Document for submitting the same duly filled by **Date: 27.10.2022 by 13.00 hrs**.

<table>
<thead>
<tr>
<th>Date of issue of tender document</th>
<th>21.10.2022</th>
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<tr>
<td>Due date and time for submission of tender documents</td>
<td>On or before 27.10.2022 at 13:00 hrs</td>
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<tr>
<td>Date and time of opening Technical Bids</td>
<td>27.10.2022 at 14:00 hrs</td>
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<tr>
<td>Date and time of opening Price Bids</td>
<td><strong>28.10.2022 at 14:00 hrs</strong></td>
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<td>RMD</td>
<td>3% of work value</td>
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*(Sign and seal of tenderer)*
NOTICE INVITING TENDER

Ref.No. NB.ODRO.DPSP/ 2196 / AMC Gardening/ 2022-23
21.10.2022

M/s________________
___________________

Dear Sir

1. **ANNUAL MAINTENANCE CONTRACT OF GARDENING AND LANDSCAPING WORKS AT OFFICE PREMISE AND QUARTERS OF NABARD AT BHUBANESWAR.** NABARD invites sealed tenders from Vendor/ Service Providers of repute & experience that are empanelled with NABARD Odisha RO for Gardening category to undertake AMC of Gardening and Landscaping works.

2. Interested Vendor / Service Providers may download the tender document from any one of these following options - NABARD’s website [www.nabard.org](http://www.nabard.org) or Central Public Procurement Portal [https://eprocure.gov.in](https://eprocure.gov.in)

   It may be noted that the tendering will be a single bid system. The bid will be put in a sealed covers with superscription of “**ANNUAL MAINTENANCE CONTRACT OF GARDENING AND LANDSCAPING WORKS AT OFFICE PREMISE AND QUARTERS OF NABARD AT BHUBANESWAR**” on it.

3. The successful tenderer will be required to deposit **Retention Money Deposit (RMD) @ 3%**. The RMD will be released after completion of Defect Liability Period and shall not bear any interest. The RMD will be liable to be forfeited in case the contractor commits any breach of terms and conditions of the contract, or fails to complete, or rectify the work.

4. The Defect Liability Period shall be for a period of **one** year from the date of completion of the work. During this period, the vendor will be responsible to rectify any defect without incurring any additional cost by the Bank.

5. NABARD reserves the right to accept or reject any or all offers without assigning any reasons whatsoever and its decision shall be final and binding to all.

**Address for Communication:**

The Chief General Manager
National Bank for Agriculture and Rural Development (NABARD)
Odisha Regional Office
Ankur, 2/1, Nayapalli
Bhubaneswar- 751015

sd./
(S N Roy)
Asst. General Manager
FORM OF TENDER

The Chief General Manager
National Bank for Agriculture and Rural Development
Odisha Regional Office
Ankur, 2/1, Civic Centre,
Nayapalli, Bhubaneswar- 751015

Dear Sir/Madam

ANNUAL MAINTENANCE CONTRACT OF GARDENING AND LANDSCAPING WORKS AT OFFICE PREMISE AND QUARTERS OF NABARD AT BHUBANESWAR. I / We have examined the Scope of Works, Schedule of Quantities and Terms and Conditions relating to the tender for the said works after having obtained the Tender document invited by you and are submitting our offer for the captioned work.

1. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.

2. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Schedule 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.

3. 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 Excise Duty, Income Tax, GST, contribution to EPF & ESI (wherever applicable) etc. and other taxes prevailing from time to time.

4. I /We further agree to obtain all necessary permissions required for the execution of work from the concern authorities at no extra cost. 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.

5. I/We will be responsible for any legal/Quasi legal matters arise due to non-compliance of statutory obligations, and indemnify NABARD against all possible recourses and entire expenditure in this regard will be borne by me/us.

6. We hereby certify that all the statements made and information supplied in the tender Document and accompanying statements are true and correct.

7. Should this tender be accepted, I / we hereby agree to abide by and fulfil all the Terms and Conditions and Provisions of the said Contract Document annexed hereto.

Name of the person authorized to sign and submit the Tender

I)........................................................................................................................................

II)........................................................................................................................................

Yours faithfully

Place

Date

Seal

Signature
Instructions to Bidders for Filling the Tender

1. **Eligibility**: Only empanelled vendors with NABARD, Odisha RO under Gardening category to participate in the tender.

2. NABARD invites applications under “Two Bid System” on prescribed forms for the **ANNUAL MAINTENANCE CONTRACT OF GARDENING AND LANDSCAPING WORKS AT OFFICE PREMISE AND QUARTERS OF NABARD AT BHUBANESWAR.**

3. All the pages of the Tender Document shall be signed by the Tenderer.

4. NABARD takes no responsibility for delay/loss in post or non-receipt of Quotations/ Tender Documents.

5. The Envelope containing Tender / Quotation should be properly sealed, addressed, duly superscripted with name of work should be submitted in the Office of the **Chief General Manager/Officer in Charge, National Bank for Agriculture and Rural Development (NABARD), Odisha Regional Office, Ankur, 2/1, Civic Centre, Nayapalli, Bhubaneswar, Odisha-751015.**

6. Bids submitted by unauthorized agents and FAX shall not be entertained/ considered.

7. Rates should include all items pertaining to the captioned work as mentioned in the tender and unless the same is done to the satisfaction of the NABARD's Engineer/ACTs, the bill will not be accepted.

8. 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.

9. 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.

9.1 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.

9.2 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.

Place:
Date:

(Signature and Seal of the Tenderer)
General Terms and Conditions

SCOPE OF WORK
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 all the three premises of the Bank i.e. in the Officers’ Quarters & Staff Quarters at Chandrasekharpur and Regional Office building at Nayapalli, is as under:

Maintenance of the existing garden, lawn which includes watering, trimming of trees, shrubs, plants, hedges, spreading 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 vegetational growth at all locations in the premises at regular intervals, maintenance of flower beds, indoor / outdoor plants / trees, flower troughs, removal l of garden related garbage from the premises and its disposal etc. complete as directed. The scope of the work is described below in more detail:

1. Services:
   A. Maintenance of lawn as under:
      a) Regular watering of plants and lawns as and when required to keep them alive.
      b) Sweeping - Once a week in winter (2-3 times a week in summer.)
      c) De-weeding: Twice a month - Summer & winter( Rainy season - As and when required depending upon intensity of weed growth)
      d) Mowing of lawn
      e) Rolling of lawn Once in a month
      f) Application of pesticides: 2-3 times a year (Antitermite treatment) and as and when pest infestation noticed.
      g) Application of Bio-Fertilizers and chemical fertilizers twice in a year i.e June/ July, and January / February

   B. Maintenance of Plants as under:
      a) Regular watering -daily
      b) Loosening of soil - Twice in a month
      c) De-weeding - as and when required
      d) Trimming: Bimonthly or quarterly
      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

   C. Maintenance of Ornamental plants (Ixora, Cycus, Thuja, Juniper, Agava etc) as under:
      a) Regular watering
      b) Loosening of soil
      c) De-weeding
      d) Trimming
      e) Application of pesticides
f) Application of Bio-Fertilizers and chemical fertilizers

D. Maintenance of shrubs as under:
   a) Regular watering
   b) Loosening of soil
   c) De-weeding
   d) Pruning
   e) Application of pesticides
   f) Application of Bio-Fertilizers and chemical fertilizers

E. Maintenance of hedges as under:
   a) Regular watering
   b) Loosening of soil
   c) De-weeding
   d) Gap filling: As and when required.
   e) Cutting hedges to proper height maintaining good shape.
   f) Application of pesticides
   g) Application of Bio-Fertilizers and chemical fertilizers

F. Maintenance of ground cover / edge as under:
   a) Regular watering
   b) Loosening of soil
   c) De-weeding
   d) Cutting ground cover to proper thickness
   e) Application of pesticides
   f) Application of Bio-Fertilizers and chemical fertilizers

G. Maintenance of seasonal flower beds (indicative varieties - Marigold (Inca & French), Salvia, Chrysanthemum, Dahlia, Astor, Zinia, Phlox, Portulaca, Pansy, Sunflower, Verbena etc. Fertilizer - 3 tractor loads to each staff Quarters & Officer qtrs.
   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)

H. 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

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.

II. 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

K. 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.

L. 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.

M. 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.

N. 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.
O. 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.

2. **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.

B- **Eligibility of Contractors**- All the contractors empanelled by NABARD for the trade. Such empanelled contractors are communicated through available email, mobile phone, courier, speed post etc.

C- **Manpower Assessment**- For carrying out the jobs detailed above in all the three premises, the contractor has to deploy manpower as per details below:

**Five unskilled labour** on a regular basis for 26 days a month for all three premises of the bank. The man-power as assessed above should be deployed in such a manner that no labour shall be required to work without a day’s weekly rest and for more than 26 days a month.

For any extra occasional work of special nature the contractor has to supply extra man-power as and when required with prior approval, for which additional payment, as per rule, shall be made.

D. **Service and Material Cost**-

**Service Cost**- i) The normal maintenance, expansion and improvement work of the gardens shall be done by the manpower assessed and sanctioned as above. The wages of the labour shall be paid to the agency as per the rate to be quoted vide this tender without violating the statutory provisions applicable to contract labours.

ii) The cost of additional services like removing and disposing the garden wastes shall be paid extra to the agency at the rate to be quoted vide this tender.

**Material Cost**-i) The cost of materials like fertiliser, pesticides, hormones, oil cakes and similar materials of non-verifiable quantity shall be paid on monthly average basis at the rate to be quoted vide this tender.

ii) The cost of major materials of verifiable quantity like garden earth, manure, pots, plants shall be paid on actual basis at the rates to be quoted vide this tender. However, the cost of new plants shall be paid after 15 days of plantation in case of seasonal
variety and 30 days of plantation in case of permanent variety on the basis of survival with discount of average 5% and 2% mortality rate respectively.
Other Terms and Conditions.

Before submitting the tender, the intending bidder should visit the sites and assess the actual work to be executed.

The agency will provide required manpower and cleaning material to ensure that all the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank.

3. Process of Selection - The cost of manpower, cost of specified materials to be procured on average basis, cost of equipment/machinery, contractor's service charges and any other charge to be specified etc., as stipulated above shall form the primary components and the rate of specified materials to be procured on actual basis shall be the secondary components of the tender.

Award of the contract shall be decided on the basis of the proportionate weightage of the rates quoted for primary and secondary components by a committee duly appointed by the competent authority of NABARD.

4. Details of Rate - i) The rates quoted are firm and cannot be revised during the contract period except only as per statutory requirements like in case of minimum wage.

   ii) The rates should be quoted by the agency strictly as per the price bid. The base rates quoted should include the cost of manpower and their uniform, cost of equipment/machinery/material, if any; and contractor's administrative/overhead charges and service charges/profit and any other charge to be specified, exclusive of all taxes. All other taxes including GST applicable on the base rates should be mentioned separately. Only the base rates quoted shall be considered for comparison. The rate quoted should be rounded off to the nearest rupee; if not done, shall be deemed to have been done so.

   iii) Tie in Rates - The sum total of the rates quoted for all the components shall be reckoned for comparing the lowest rate for awarding the tender. In case of tie in rates quoted by various bidders the decision of the competent authority of NABARD for awarding the contract as per its procurement policy to one of such parties shall be final.

   iv) Reasonability of Rates - The bidders shall take all care to ensure that the rates are quoted taking entire scope of the job and statutory obligations for engagement of contract labour into consideration. The competent authority of NABARD reserves the right to seek additional clarifications, if felt necessary, from any of the bidders to (i) ensure successful performance of the contract and (ii) assess reasonability of administrative/Overhead expenses quoted to pre-empt any possibility of exploitation of labour. In case of non-satisfactory explanation the bid of such bidder/s may be rejected outright, their EMD may be forfeited and they may also be debarred from participating in the rebidding.

5. Discipline in Performance
   i) Experience - All staff should have the experience of doing work in gardening and landscaping.

   ii) Wearing Uniform - They must be in proper uniform during the duty hours. The contractor should provide adequate set of uniforms (minimum two sets per year) of quality fabric to the labours. The colour and design of the uniform shall be prescribed by the Bank.
The uniform shall have to be properly maintained and worn by the labour properly cleaned.

iii) **Removal of Labours** - The contractor shall immediately remove a labour if asked for by the Bank on the grounds of non-performance of duty, incompetence, indiscipline, misconduct, indulging in illegal activities, causing damage to the property etc. Such labour should not be redeployed without prior clearance from the Bank.

However, if the contractor wishes to remove a labour he should do it with prior intimation to the Bank citing valid reason.

iv) **Compliance with Instruction of the Principal Employer** - The agency has to carry out the jobs as per instructions issued by the authorized officials of the Bank. In case of failure to do so the contractor has to compensate the expenses incurred by the Bank for carrying out the deficient job along with 15% extra towards penalty. Such amount shall be liable for recovery from any amount payable to the agency. But, repeated failures by the agency may render the contract liable for termination and forfeiture of RMD.

6. **Compliance with Labour Laws** - The agency is required to strictly comply with all the statutory requirements relating to labour like payment of minimum wages, ESI, PF, bonus, workmen compensation etc. and complying with all such requirements shall be the sole responsibility of the agency and NABARD, in no way, shall be liable for non-compliance with such statutory obligations.

i) In no case the minimum wage for the persons engaged should be less than the central or state rate whichever is higher, for 26 days a month. The contractor shall be entitled to claim the differential wage as and when the minimum wage is revised by the appropriate government.

ii) Besides the minimum wage EPF, ESI and bonus at the statutory rates has to be paid to all the contract labours.

iii) The quotation shall be summarily rejected if the amount quoted, after providing for committed non-labour components in the tender like material charges, contractors administrative cost, contractor’s profit and all the statutory recoveries like IT-TDS etc., is not sufficient to pay the statutory labour components like minimum wage, EPF, ESI, Bonus etc. The present rate of statutory labour components as per central govt minimum wage are as follows-

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<td>EPF</td>
<td>13%</td>
<td>On basic pay up to a ceiling of Rs 15,000/</td>
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<tr>
<td>ESI</td>
<td>3.25%</td>
<td>On Basic pay on monthly wages below Rs.21,000/-</td>
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| Bonus | 8.33% | on minimum basic pay of Rs 7,000 or basic minimum wage which is higher

iv) The wage shall have to be directly transferred to the bank account of the worker by the contractor and the documentary proof of the same has to be attached with the bill claiming payment from NABARD in the subsequent month.
v) In case the contractor fails to pay the minimum wage to the workers NABARD shall directly pay the shortfall to the workers and shall recover the same from any amount payable to the contractor.

vi) Any complaint of undercutting the statutory dues of the labour by any means by the contractor shall be viewed seriously. Non-payment of minimum statutory dues by the contractor shall render the contract liable for summary termination.

vii) The Contractor shall have to maintain all the registers/records and display notices in the prescribed form as per statutory requirements and these shall have to be produced before the competent officials of NABARD for verification as and when required.

viii) After getting work order from NABARD the contractor has to get the licence from the central government labour authorities for carrying out the job, within the stipulated period as per statutory requirements.

ix) The contractor would be responsible for the safety of persons employed by him and should take adequate insurance coverage for them, the documentary proof of which shall have to be produced. The Bank shall not carry any responsibility in case of any accident to his workers in the premises.

x) If, for any reason, NABARD is obliged, by virtue of the provisions of sub-section (1) of Section 12 of the Workmen’s Compensation Act, 1923, to pay compensation to a workman employed by the contractor, in execution of the works, NABARD will recover from the contractor the amount of compensation so paid, and without prejudice to the rights of NABARD as the Principal Employer under subsection (2) of Section 12 of the said Act, NABARD will be at liberty to recover such amount or any part thereof by deducting if from the security deposit or from any sum due by it to the contractor under this contract or otherwise. NABARD shall not be bound to contest any claim made against it under subsection (1) of Section 12 of the said Act, except on the written request of the contractor and upon his giving to NABARD full security for all cost for which it might become liable in consequence of contesting such claim.

8. RMD-The agency becoming successful in the bidding shall be required to keep a interest free security deposit at the rate 3% of the total contract value with NABARD till completion of the contract. NABARD reserves the right to forfeit the security deposit, partly or fully, in the event of deficient or non-performance of the contract, premature exit from the contract without following the prescribed procedure, any damage caused to NABARD by the contractor or the persons engaged by him, or violating any of the terms and conditions of the contract.

9. Duration of Contract-The contract shall normally be up to two years from the date of issuance of work order which can be further renewed for another one year at the sole discretion of NABARD after review of the performance of the agency. However, NABARD reserves its rights to terminate the contract immediately on emergency basis without notice in the event of any unusual circumstances if it is observed/felt that the continuation of the contract any further would cause harm to NABARD or to public interest or public order.

10. Terms of Termination- The agreement can be terminated by not less than two months’ notice by the agency and one month’s notice by NABARD, under normal circumstances.

11. Mode of Payment- All payments will be made on monthly basis through NEFT/RTGS only. The bidding agency must have a bank account and PAN card, the documentary proof of which shall have to be submitted along with the quotation.

12. Statutory Deductions- Statutory TDS at the applicable rates shall be effected from all
the payments by NABARD to the agency.

13. The contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of NABARD. The fees, if any, will be borne by NABARD.

14. The contractor should arrange to submit the detailed address (both present and permanent), telephone / mobile No. (if any) of all his workmen.

15. The successful bidder, in no case, shall assign or sublet the whole work or part thereof to any other agency/firm/individual.

16. NABARD reserves the right to cancel any/all of the quotations without assigning any reason therefor.

17. In case any dispute arising out of this contract/award of work between the NABARD and the agency, the decision of the Chief General Manager, NABARD, Bhubaneswar will be final and binding on the contractor.

18. All disputes are subject to Bhubaneswar jurisdiction only.

19. Opening of Quotations-The quotations will be tentatively opened by the competent authority of NABARD. The bidding agencies are free to remain present at the time of opening of quotations at NABARD Regional Office, Ankur 2/1, Nayapalli, Civic Centre, Bhubaneswar.

20. The quotation should be signed on each page.

21. The quotation has to be submitted strictly in the prescribed proforma.
GENERAL CONDITIONS OF THE CONTRACT

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

2. 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.

3. Rates should be excluding all taxes in accordance with various statutory enactments and should be firm for the entire Contract Period. No increase in rates will be allowed during the entire Contract Period on this account, even in the extended periods of the contracts. The rates will be considered for revision only in case of revision of minimum wages or other statutory rates.

4. Validity of Offer: 90 days from the date of opening of the price bids.

5. The bidder shall hold valid license under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and shall fulfil all conditions required under the Act/Rules as amended from time to time.

6. The bidder shall, irrespective of number of persons employed, be registered under the relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 respectively.

8. The bidder shall be registered with Income Tax and Goods & Services Tax (GST) authorities.

9. An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax to be submitted.

10. 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.

11. Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.

12. Non-compliance of any of the conditions (Sl No. 5 to Sl No 10) mentioned above by the bidder will amount to non-eligibility for the service for which tender has been invited and such bids shall be summarily rejected.

13. Service Charges claimed by contractor should include management and supervisory charges including Contractor's Profit, materials required on monthly basis wherever the tender requires the contractor to bear the cost of materials, tools and equipment as per requirement, uniform for labourers, other overheads, etc. Contractors may be advised to quote service charges after due diligence which should be reasonable and workable.
14. **Monthly/ Quarterly/ Periodical** payments will be made based on the **bills submitted by the Contractor for Office and Residential quarters separately**

All bills are to be certified by the concerned ACT/Site Supervisor to the effect that the works / complaints recorded in the registers/software are attended and rectified as per the scope of the work. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/ Caretaker) after completion of the respective works on the formats prescribed by NABARD for respective work and should submit all these with the bill. Payments will be made only after producing the E-payment sheets (both in soft and hard form) and wage register for countersigning by NABARD and successful deposit/transfer of dues to EPFO, ESI, Payment of Bonus (wherever applicable) including of any other statutory requirement in force from time to time and submit the proof of such payments along with claims. The contractor has to submit half-yearly EPFO return and Annual Labour Dept Return and any other returns required by the statutory authorities.

15. 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.

16. IT and GST-TDS and other statutory deductions, as applicable, will be deducted from total payment due to the Contractors.

17. 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 therefor shall be recovered from the Contractor at the discretion of NABARD.

18. If any work or material used at site is found to be unsound, imperfect or inferior from what is specified in the contract, the Contractor shall be advised to rectify or re-execute the work or remove the material as the case may be, within a reasonable time depending upon the nature of work. If the Contractor fails to do so, the work shall be got redone or rectified or the material replaced through any other agency at the risk and cost of the Contractor.

19. The Contractor should have valid license relating to his Contract as per the existing laws should be efficient and have highly technically skilled man power, the workmen employed by the Contractor should also have the experience in their trade.

20. 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 1.25 times of the contractvalue.**

21. 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.

22. The contractor shall pay the personnel deployed in NABARD premises, their wages in accordance with the **Minimum Wages Act, 1948** (amended time to time) on a monthly basis. The contractor shall also make PF contribution, ESI contribution, bonus payments and or any other statutory contribution in respect of the personnel deployedby them in NABARD. Contractor shall indemnify NABARD for this. Contractor shall present the proof of the same along with the bill.

23. The contractor will be responsible and ensure 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 and under intimation/in the presence of NABARD officer. 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), conformity to labour laws, 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 Deptt. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.

24. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules. 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. Any penalty imposed on

25. NABARD by any statutory authority on this account shall be directly recovered from contractor’s any bill or earnest money deposited with NABARD. The contractor shall indemnify NABARD of any responsibility on this account and or any penalties imposed on the Contractor’s part. The following requisites are to be fulfilled by the contractor:

a) Time schedule of works.

b) Presence of required number of the persons at the site as per contract.

c) Maintain desired quality of the work as per specification

26. The contractor shall, for all intents and purposes, be the “Employer” 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.

27. The Contractor shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and States) that may be enforced from time to time by the Appropriate Authorities. NABARD shall not be responsible for any penalty on failure on the part of contractor to comply with any Labour Regulations. The contractor shall maintain attendance register of his staff employed at various sites and wage register for payment (at least minimum wages as per Center 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.

28. 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.

29. 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.

30. 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.

31. The Contractor or his authorised representative should visit the site as per requirement and meet NABARD’s Engineer with prior appointment for any clarifications and to receive instructions, etc. at the site.

32. The Contractor’s workmen should report to ACT/ Site supervisor as per timings mentioned elsewhere in this document. 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 ACT & the same or copy shall be presented along with the Contractor’s monthly bill.

33. The workers / staff employed should wear colour code uniforms displaying contractor firm’s name and must carry ID card issued by the contractor during the working hours. 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. An attendance register shall be maintained at site indicating number of persons deployed for the inspection by NABARD officials/ representative.

34. 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.

35. 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 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.

36. For any dispute, the decision of NABARD shall be final and binding upon the contractor. However, 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 through court of law in Bhubaneswar.

37. 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.

38. 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.

39. 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 occupants, etc.

40. 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.

41. 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.

42. The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD’s residential/Office premises.

43. The engaged staff shall also undertake other specific work related with/without housekeeping works and other works during working hours as per instruction of ACT/Engineer, if required.

44. 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 and/or 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 for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or 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.
45. 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.

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

47. On site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of the NABARD. NABARD 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. If any statutory charges are required to be paid for erection of sheds, the same should be borne by the Contractor.

48. 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.

49. 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.

50. 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 liaisoning 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. Further, for smooth functioning the contractor will have to coordinate with other external agencies to whom related AMC work assigned by NABARD.

51. It is the contractor's responsibility to provide skilled worker, sweepers, both male and female workers, whose identity is duly verified by the Police, to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank.

52. The contractor should have efficient and highly skilled technical staff.

53. All the bidder who are unsuccessful in price bid but qualified the Technical bid will be empaneled for the respective categories. Separate quotations/bids will be called from these empaneled vendors for future works which are not covered under this maintenance contract as and when necessary.

54. Minimum Establishment/ Administrative cost should be more than 1% (1 percent).

55. Bids with Service charge more than 2% (2 percent) can be considered as responsive and such bids can be considered for further evaluation. Service Charges claimed by contractor should include management and supervisory charges including Contractor’s Profit, materials required on monthly basis wherever the tender requires the contractor to bear the cost of materials, tools and equipment as per requirement, uniform for labourers, other overheads, etc. Contractors may be advised to quote service charges after due diligence which should be reasonable and workable.

56. Further, the proof of statutory payments such as Minimum Wages, EPF and ESI to contract workers for the preceding month are to be produced by contractors for settlement of bills of succeeding month.

57. Contractors shall, wherever applicable, pay Bonus at Govt. approved rate (prevailing rate
@ 8.33% of Minimum Wages) to the eligible contract workers and the same is payable to contractor on reimbursement basis on production of proof of payment.

58. Material charges, Overhead charges including insurance and other risk coverage of labours to be quoted in the Price Bid. All requisite materials required for a month to be deposited in advance with NABARD.

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

Signature of the Tenderer: Name and Signature
Seal:

Place:
Date:

Address:
### 7. MINIMUM REQUIREMENT OF MANPOWER

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<tr>
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<th>Gardening and Landscaping</th>
<th>NABARD Office Bhubaneswar</th>
<th>NABARD Staff Quarters, Bhubaneswar</th>
<th>NABARD Officer’s Quarters, Bhubaneswar</th>
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Appendix-I  
(Covering Letter by the Tenderer for Submission of BID)

(To be submitted in Tenderer's own Letter head)

Ref. No. ............................

Date: ...........................

To

The Chief General Manager / Officer in Charge
National Bank for Agriculture and Rural Development (NABARD)
Odisha Regional Office
Ankur, 2/1/, Civic Centre, Nayapalli,
Bhubaneswar,
Odisha -751015

Dear Sir,

Submission of Bid for ANNUAL MAINTENANCE CONTRACT OF GARDENING AND LANDSCAPING WORKS AT OFFICE PREMISE AND QUARTERS OF NABARD AT BHUBANESWAR.

With reference to NABARD, Odisha RO's Tender Notice dated ......................... 2022,

I/ We offer our services for ANNUAL MAINTENANCE CONTRACT OF GARDENING AND LANDSCAPING WORKS AT OFFICE PREMISE AND QUARTERS OF NABARD AT BHUBANESWAR.

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.

All the desired information in the prescribed format specified in this tender and other certificates as required by NABARD, are enclosed herewith for NABARD’s perusal.

Thanking NABARD

Yours faithfully,

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

(Tenderer's Seal)
**Proforma for Electronic Payment**

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

<table>
<thead>
<tr>
<th>1</th>
<th>Name of the account holder (As appearing in the Bank account)</th>
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<tbody>
<tr>
<td>2</td>
<td>Name of the Bank</td>
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<td>3</td>
<td>Name of the Branch</td>
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<td>6</td>
<td>Type of account (Savings, Current, etc.)</td>
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<td>7</td>
<td>PAN Number</td>
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<tr>
<td>8</td>
<td>GSTN Number</td>
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Signature

Please attach (1) one original cancelled cheque leaf of the above Bank account and (2) copy of PAN Card and (3) allotment letter/registration letter under GSTN (4) Copy of address proof
PRICE BID

ANNUAL MAINTENANCE CONTRACT OF GARDENING AND LANDSCAPING WORKS
AT OFFICE PREMISE AND QUARTERS OF NABARD AT BHUBANESWAR
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<tr>
<th>Sl. No.</th>
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<th>Amount in Rs. for Unskilled</th>
<th>Amount in Rs. for semi-skilled</th>
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<td>Minimum Wages (Basic wages + Variable DA)</td>
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<td>As per Central / State Govt. Order, whichever is higher</td>
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<td>Minimum Wages (Basic wages + Variable DA)</td>
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<td>As per Central / State Govt. Order, whichever is higher</td>
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<td>EPF</td>
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<td>Should not be less than 13% of basic wage (Maximum Rs. 15000/- pm)</td>
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<td>D</td>
<td>ESI Contribution (3.25% of minimum wages)</td>
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<td>3.25 %</td>
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<td>E</td>
<td>Sub (Total A to D)</td>
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<td>F</td>
<td>Administrative charges @____% on E (Should be more than 1%)</td>
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<td>G</td>
<td>Service Charges @____% on E (should be More than 2% ) which includes management &amp; supervisory charges including Contractor's profit, uniform, Overheads and other charges</td>
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<td>Total (E+F+G)</td>
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<td>I</td>
<td>GST (as applicable on H)</td>
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<td>Any other taxes</td>
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<td>Total (H+I+J)</td>
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<td>Grand Total</td>
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<td>M</td>
<td>Grand Total in Words</td>
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**Note:-**

1. Minimum wages (as per Central Govt. or State Govt. whichever is higher) inclusive of Special Allowance /VDA for unskilled labour as per prevailing arte.

2. Contractors shall, wherever applicable, pay Bonus at Govt. approved rate (prevailing rate @ 8.33% of Minimum Wages) to the eligible contract workers and the same is payable to contractor on reimbursement basis on production of proof of payment.

3. The wage rates, EPF, ESI must be filled as per existing guidelines issues by statutory bodies and are subject to change according to guidelines issued by GoI or statutory bodies from time to time.

4. The Price Bid should be reasonable and workable considering the tender requirement and any bids not fulfilling the standard criteria will be out rightly rejected.

5. Bidder may specify particulars of the other statutory payments, if any. If the bidder doesn’t quote for the other statutory payments, then responsibility of such payments will be borne by the bidder himself and NABARD will not be responsible for the same and will not entertain any claims thereon in this regard.

6. The Bids where price quote is not given against any of the items or having NIL charges will be treated INVALID.

7. For any clarification, bidders may contact Shri S N Roy, AGM, DPSP. (Contact No. : 0674-2374-306)

*Sd/-

(S N Roy)
Asst. General Manager