

**Tender**  
**for Annual Maintenance Contract for**  
**Gardening/Horticulture Services at**  
**BIRD Campus, Bondel, Mangaluru**



**BANKERS INSTITUTE OF RURAL DEVELOPMENT**

(An establishment of NABARD under academic collaboration with BIRD, Lucknow)

Krishna Nagar Road, Bondel, Mangaluru -575008

Ph: 0824-2888502, Email-id: bird.mangaluru@nabard.org

Date of issue of tender document	27 <sup>th</sup> September 2023
Pre Bid Meeting with tenderers	03 <sup>rd</sup> October 2023 at 11:00 AM
Due date and time for submission of tender	18 <sup>th</sup> October 2023 till 11:00 AM
Date and time of opening technical bids	18 <sup>th</sup> October 2023 till 11:30 AM
Date of Financial Bid Opening	25 <sup>th</sup> October 2023 at 11:00 AM



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## NOTICE INVITING TENDER

Ref. No. BIRD (M)/ 406 / A-8 / DPSP / 2022-23

Dated: 27<sup>th</sup> September 2023

To,

M/s .....

Madam/Dear Sir,

### **Tender for Annual Maintenance Contract for Gardening/Horticulture Services at Bankers Institute of Rural Development (BIRD), Mangaluru Campus**

National Bank for Agriculture and Rural Development (NABARD), is a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.

2. NABARD invites e-bids for providing Gardening/Horticulture Services at one of its Training Establishments namely Bankers Institute of Rural Development (hereinafter referred to as "BIRD") situated at Krishna Nagar Road, Bondel, Mangaluru from reputed agencies.

3. The tenderer shall submit two separate e-bids for the work – Technical Bid and Financial Bid through GeM portal. Tender document can also be downloaded from CPPP, NABARD's website: [www.nabard.org](http://www.nabard.org) and also from BIRD, Mangaluru's website: [www.birdmangaluru.in](http://www.birdmangaluru.in).

4. Last date for submission/receipt of tender(s) is **18<sup>th</sup> October 2023 till 11:00 AM**. Tenders received after stipulated date/ time shall not be entertained. Technical bid will be opened online on **18<sup>th</sup> October 2023 at 11:30 AM** by BIRD, Mangaluru in its office in the presence of tenderers or their authorized representatives who wish to be present. In case, any holiday on the day of opening, the tenders will be opened on the next working day at the same time.

5. The Financial Bid of only those tenderers, who fulfil the technical bid requirements, will be opened. The Financial Bids of the technically qualified bidders shall be opened on **25<sup>th</sup> October 2023 at 11:00 AM** after the detailed evaluation of Technical Bid.





6. This tender is to identify the tenderer for providing Gardening/Horticulture Services for BIRD, Mangaluru Campus. The shortlisted tenderer will not automatically get award of final work and assigned work will be awarded to the tenderer complying with all the specifications and Terms & Conditions stipulated to the satisfaction of BIRD, Mangaluru. BIRD, Mangaluru reserves its right in this regard. Selected Tenderer shall have to execute an agreement (Draft Agreement Enclosed) with BIRD, Mangaluru as per the Terms & Conditions of BIRD, Mangaluru.



(K Satheesan)

Deputy General Manager





### **SCHEDULE OF EVENTS**

Bid Document Availability	Bidding document can be downloaded from website.	
	Website	<a href="https://gem.gov.in/">https://gem.gov.in/</a> <a href="http://www.nabard.org">www.nabard.org</a> <a href="http://www.birdmangaluru.in">www.birdmangaluru.in</a>
	From	27 <sup>th</sup> September 2023
	To	18 <sup>th</sup> October 2023
Earnest Money Deposit (EMD)	The tenderer shall deposit Earnest Money Deposit/Bid Security deposit for an amount of Rs.32,000/- (Rupees Thirty Two Thousand only)	
Account details for depositing EMD	Payee Name : NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT Bank Name: NABARD Branch Name: Head Office, Mumbai Account Number: NABADMN22 IFSC Code: NBRD00000002	
Pre-Bid meeting	03 <sup>rd</sup> October 2023 at 11:00 AM	
Last date of submission of Tender	18 <sup>th</sup> October 2023 until 11:00 AM	
Date, Time & Venue of Opening of Technical Bids	18 <sup>th</sup> October 2023 at 11:30 AM at BIRD, Mangaluru	
Date, Time & Venue of Opening of Financial Bids	25 <sup>th</sup> October 2023 at 11:00 AM at BIRD, Mangaluru	
<b>Contact Details :</b>	Joint Director, BIRD, Krishna Nagar Road, Bondel, Mangaluru 575008	
<b>Telephone No:</b>	0824 - 2888512	



**PART-I**  
**TECHNICAL BID**



## **INSTRUCTIONS TO TENDERERS**

### **1. GENERAL:**

The present tender is being invited for Gardening/Horticulture Services under which the tenderer shall provide uniformed and trained personnel and will use its best endeavours to maintain the greenery of the entire campus. The detailed SCOPE OF WORK (ANNEXURE-I) is mentioned at page no. 27.

The Campus houses Academic Block, Admin Block, Hostel, Trainee's Lounge, Staff Canteen, JD's Residence and Residential buildings. The tender is being floated by BIRD, Mangaluru for the above campus. The service and administrative charges should be quoted as one bid. The successful tenderer would be required to execute an agreement with NABARD/BIRD, Mangaluru through Joint Director, BIRD, Mangaluru, wherein BIRD, Mangaluru is a confirming party in the agreement and the selected tenderer is required to raise the bills along with the certificates as mentioned in this tender documents.

### **2. ELIGIBILITY CRITERIA:**

2.1 Tenderer shall be a Professional Tenderer (proprietor, firm, company, etc.) with a minimum of 3 years of experience in providing Gardening/Horticulture Services. Tenderer should have experience of completion of similar work in any establishment/institute of Central Government/ State Government/ Public Sector Undertakings or Public Sector Banks of Central Government/ State Government or Local Bodies/Municipalities etc. This may include training establishments of Banks, Central Govt. Financial Institutions & Educational Institutes of National importance recognized by MHRD and name appearing on website of MHRD. The Tenderer's experience period of 3 years shall be reckoned as on 31 March 2023.

2.2 The tenderer shall have a minimum annual turnover of Rs.04.80 lakh per year for the last three financial years (i.e. 2020-21, 2021-22 and 2022-23), duly supported by audited or CA certified statement of accounts. The tenderer should have done at least:

- i. Three similar works valuing not less than Rs.06.40 lakh, or
- ii. Two similar works valuing not less than Rs.08.00 lakh, or
- iii. One similar work valuing not less than Rs.12.80 lakh.

2.3 Names and addresses of clients along with details regarding nature, amount and period of the contracts shall be furnished along with Technical Bid. Certificates from the clients regarding the value, quality and duration of service rendered during the last three years shall be submitted to corroborate the details mentioned in ANNEXURE-III.





2.4 Track record of the tenderer shall be clean without any involvement in illegal activities or financial frauds. There shall not be any case with the Police/Court/Regulatory/Appellate authorities against the tenderer (Annexure-II).

2.5 The tenderer must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority (Annexure-II).

2.6 The tenderer must not have been suspended/delisted/blacklisted by any organization, on any grounds. The tenderer should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract.

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

2.8 The tenderer shall have all the applicable and valid registrations with statutory authorities constituted for Labour welfare and other purposes.

- a) Firm has been in Business of at least 3 years.
- b) Registration Nos. under various Statutory Acts viz. GST, EPF, ESIC, Labour License mandatory.
- c) Annual turnover of the firm for last 3 years (minimum Rs.04.80 lakh) furnished copies to be certified by CA and 3 year IT returns 2020-21, 2021-22 and 2022-23.
- d) EMD deposit (enclose receipt/UTR number)/MSME Certificate.

Documentary evidence in support of the above shall be submitted along with technical bid.

2.9 The tenderer has to enter into Pre-contract Integrity Pact (ANNEXURE-IX) at his own cost on an Rs.200/- non judicial stamp paper with the Bank as per the format given, to become eligible to participate in the tender. Independent Monitor Shri Jagdeep Kumar Ghai, P&TA, FS (Retd.), has been appointed as monitor for this Pact in consultation with the Central Vigilance Commission. **It would be a preliminary qualification and bid documents will not be considered or will be rejected in the absence of the Integrity Pact.**

2.10 The Tenderer shall apply only through their authorized signatories.

2.11. The tenderer should have an office or a representative establishment at Mangalore or in Dakshina Kannada district, Karnataka State. If not, on award of contract, the successful tender must establish its office within one month of award of contract.



### **3. OTHER INSTRUCTIONS:**

3.1 Bidding firms/companies shall have current account in a scheduled commercial bank.

3.2 (a) Memorandum of Understanding shall be provided in case the Tenderer is a Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

(d) The tenderer shall submit full details of his ownership and control or, if the Tenderer is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

3.3 Each Tenderer is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If BIRD, Mangaluru subsequently finds to the contrary, it reserves the right to declare the Tenderer as non-compliant and declare any contract if already awarded to the Tenderer to be null and void.

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

3.5 The tenderer is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the tenderer's risk and may result in rejection of his/her bid.

3.6 The tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.





#### **4. ONE BID PER TENDERER:**

Each tenderer shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a tenderer or if any of the partners in a joint venture or any one the members of the consortium participate in more than one bid, the bids are liable to be rejected.

#### **5. COST OF BID:**

The tenderer shall bear all costs associated with the preparation and submission of their bid and the BIRD, Mangaluru will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

#### **6. VISIT TO PREMISES AT BIRD, MANGALURU:**

The tenderers are advised to visit BIRD, Mangaluru Campus and acquaint themselves with the site and operational system. The costs of visiting shall be borne by the tenderer. It shall be deemed that the tenderer has undertaken a visit to the campus of the BIRD, Mangaluru and is aware of the operational conditions prior to the submission of the tender documents.

#### **7. CLARIFICATION OF TENDER DOCUMENT:**

7.1 In case the tenderer has any doubt about the meaning of anything contained in the Tender document, he/she shall seek clarification from the Office of BIRD, Mangaluru during the pre-bid meeting scheduled on **03<sup>rd</sup> October 2023 at 11:00 AM**. Any such clarification, together with all details on which clarification had been sought, may be issued as corrigendum to the tender document.

7.2 Except for any such written clarification by the BIRD, Mangaluru which is expressly stated to be an addendum to the tender document issued by the Office of the Joint Director, BIRD, Mangaluru, no written or oral communication or explanation by any other employee of the BIRD, Mangaluru shall be taken to bind or fetter the BIRD, Mangaluru under the contract.

#### **8. LIST OF DOCUMENTS TO BE ENCLOSED:**

8.1 At the time of submitting technical bid, the tenderers are required to enclose/upload photocopies of the following documents (Documents in original should be produced for verification as and when it is required by BIRD, Mangaluru, failing which their bids will be summarily / out rightly rejected and will not be considered for any further correspondence):-

- i. Registration Certificate as per existing norms (indicating the legal status – Company/ Partnership firm/ Proprietorship Concern, etc.).
- ii. Copy of GST Registration Certificates.





- iii. Copy of PAN Card.
- iv. Copies of Income Tax Return filed for last three financial years.
- v. Copies of Annual Turnover details in Rupees for the last three Financial Years (2020-21, 2021-22 and 2022-23) including audited balance sheet and Profit & Loss Account.
- vi. Valid Registration Certificate issued by Competent Authority of Labour Dept.
- vii. Work Experience Details, service provided to Government Departments /PSUs/Autonomous Bodies/ Corporate Bodies (Copies of Purchase Orders and completion certificates as required by the Technical Bids received from Government Departments / PSUs / Autonomous Bodies / Corporates during each of the last seven years) should be enclosed / uploaded with clearly indicating the annual payment given to the tenderer.
- viii. A Short profile of the organization.
- ix. Bid Security (Earnest Money Deposit) for an amount of Rs.32,000/- or Certificate in case of MSME.
- x. Pre-Contract Integrity Pact.
- xi. Self-attested copy of valid Provident Fund Registration Number.
- xii. Self-attested copy of valid ESI Registration Number.
- xiii. Copy of Power of Attorney for authorized signatory.

8.2 The Financial Bid should contain Preamble and ANNEXURE- XI, i.e. entire PART-II of the tender document duly filled in figures and words. **The financial bids submitted in this format will only be considered for scrutiny.**

**NOTE:**

- If required, BIRD, Mangaluru will obtain reports on past performance of the tenderer from their clients and evaluate the said reports before opening of the Financial Bid of the tender. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, BIRD, Mangaluru reserves the right to reject his offer even after opening of Technical Bid of the tender. BIRD, Mangaluru is not bound to assign any reason for rejecting the tender.



- After prima facie scrutiny, if any of the tenderer is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further.
- Each page of the application shall be signed. The application shall be signed by person/persons on behalf of the organization having necessary authorization/Power of Attorney to do so.
- No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted. In case any tenderer withdraws his/her tender during the validity period, the EMD amount received from such tenderers shall be forfeited.
- Notwithstanding anything stated above, BIRD, Mangaluru reserves the right to assess the tenderers capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of BIRD, Mangaluru.

## 9. BID PRICES:

9.1.1. Tenderer shall quote the rates in Indian Rupees for the Service and Administrative charges for the entire contract on a 'single responsibility' basis such that it covers tenderer's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Gardening/Horticulture Services at BIRD, Mangaluru.

9.1.2. The remuneration payable to the workers shall be commensurate with the minimum wages declared by the Central Govt. at any point of time. All the existing statutory requirements such as ESI / EPF, GST, Group Insurance, other taxes, etc. shall be dealt with as per existing laws / instructions. The offers of those prospective tenderers which do not meet the statutory requirements are liable to be rejected.

9.1.3 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 tenderer in words and figures or in the amount worked out by him, scrutiny of the tender shall be done as per BIRD Mangaluru's guidelines.

9.1.4. Conditional bids/offers will be summarily rejected.

9.2. **FORM OF BID:** The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Tenderer. If the Tenderer is a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participants thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.





**9.3. DURATION OF CONTRACT:** The contract may be valid initially for **Twelve (12) months i.e. from 01<sup>st</sup> November 2023 till 31<sup>st</sup> October 2024** and the Joint Director, BIRD Mangaluru reserves the right to curtail or to extend the validity of contract on the same rates and terms & conditions for such period as may be agreed. However, if for any reason the contract is terminated by any of the parties, the tenderer shall provide his services till BIRD, Mangaluru makes another or alternate arrangement.

**9.4. BID SECURITY:** The tenderer shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.32,000/- (Rupees Thirty Two Thousand only). The Bid Security may also be directly credited in our Account, the details of which are:-

Payee Name : NATIONAL BANK FOR AGRICULTURE AND RURAL  
DEVELOPMENT  
Bank Name : NABARD  
Branch Name : Head Office, Mumbai  
Account Number : NABADMN22  
IFSC Code : NBRD00000002

**Note:** MSE's as defined in MSE Procurement Policy issued by GoI or Tenderers who are registered with central Procurement Organization are exempt from submitting EMD. Documentary proof in this regard needs to be enclosed in the Technical Bid.

**9.4.1** No interest shall be paid on the EMD submitted by the tenderers. EMD of unsuccessful tenderers would be refunded after the award of work to the successful tenderers.

**9.4.2** Tender for which the EMD amount has not been received in our bank account will not be accepted by BIRD, Mangaluru except in case of MSEs as defined in MSE Procurement Policy issued by GoI or tenderers who are registered with Central Procurement Organizations. Such exemption shall be given only on submission of documentary proof.

**9.4.3** The EMD of successful tenderer shall be retained by BIRD, Mangaluru towards Retention Money Deposit (RMD). The quantum of RMD shall be 5% of the annual contract amount. The successful tenderer has to submit the balance amount of security deposit within 10 days from the issue of work order. RMD will be refunded after the expiry of the contract period. RMD will not bear any interest.

**9.4.4** The Bid Security will remain valid for a period of forty-five (45 days) beyond the final bid validity period.

**9.4.5** Bid securities of the unsuccessful tenderers will be returned to them at the earliest after expiry of the final bid validity.

**9.4.6** Bid Security shall be forfeited if the tenderer withdraws his/her bid during the period of Tender validity.





9.4.7 Bid Security shall be forfeited if the successful tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the BIRD, Mangaluru.

#### **10. SUBMISSION OF TENDER:**

10.1 The last date of receipt of Tender is on or before **18<sup>th</sup> October 2023 till 11:00 AM** and Technical Bids will be opened on **18<sup>th</sup> October 2023 at 11:30 PM**. Tenders received after stipulated date/ time shall not be entertained. Tenderers are requested to make note of dynamic time being displayed on GeM Portal to ensure that the bids are submitted on time. Late tenders will not be accepted under any circumstances.

10.2 The tenderer should submit his tender well in advance so that last minute technical glitches can be avoided and BIRD, Mangaluru will not be responsible for failure of submission of tender by the tenderer in this regard. "No extension of time will be permitted if the tenderer is facing difficulty or facing technical issues in uploading the document at the flag end of the time specified for closure of tender".

10.3 BIRD, Mangaluru may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the BIRD, Mangaluru and the Tenderer will be the same.

#### **11. BID OPENING AND EVALUATION:-**

11.1 The authorized representatives of the BIRD, Mangaluru will electronically open the Technical Bids in the presence of the Tenderers or their representatives who wish to attend at the appointed place and time.

11.2 The bid of any tenderer who has not complied with one or more of the conditions prescribed in the terms & conditions will be summarily rejected.

11.3 Conditional bids will also be summarily rejected.

11.4 Subsequently, the selected technical bids will be evaluated as per information furnished by tenderer and eligibility criteria.

11.5 Financial bids of only the technically qualified tenderers will be opened for evaluation in the presence of qualified tenderers.

11.6 Right to accept any Bid and to reject any or all Bids:-

11.6.1 The BIRD, Mangaluru is not bound to accept the lowest or any bid and may at any time by notice in writing to the tenderers terminate the tendering process.

11.6.2 The BIRD, Mangaluru may terminate the contract if it is found that the tenderer is black listed on previous occasions by any of the Govt. Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc.



11.6.3 The BIRD, Mangaluru may terminate the contract in the event of successful tenderer fails to furnish the Performance Security or fails to execute the agreement.

## **12. AWARD OF CONTRACT:**

12.1 The BIRD, Mangaluru will award the contract to the successful evaluated tenderer whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms & conditions incorporated in the bidding document.

12.2 The BIRD, Mangaluru will communicate the successful tenderer by an e-mail/ letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the Work Order) shall prescribe the amount which the BIRD, Mangaluru will pay to the tenderer in consideration of the execution of work/services by the tenderer as prescribed in the contract.

12.3 The successful tenderer will be required to execute an agreement in the form specified in ANNEXURE-VIII within a period of 30 days from the date of issue of Work Order.

12.4 The successful tenderer shall be required to furnish a Performance Security within 15 days of intimation of acceptance of the contract for an amount of Rs.32,000/- through Electronic mode.

12.5 A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

12.6 The EMD of the successful tenderer may be converted into RMD / Performance Security and shall not carry any interest whatsoever. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the tenderer accordingly.

12.7 Failure of the successful tenderer to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

## **13. MISCELLANEOUS:**

13.1 Notwithstanding anything stated above, BIRD, Mangaluru reserves the right to assess the tenderer's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of BIRD, Mangaluru.





13.2 The decision of BIRD, Mangaluru in awarding the work shall be final.

13.3 BIRD, Mangaluru 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, BIRD, Mangaluru shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of BIRD, Mangaluru in this regard shall be final and undisputable.

13.4 BIRD, Mangaluru also reserves the right of supersession of any of the conditions stipulated in the Tender Document.





## **GENERAL CONDITIONS OF ANNUAL MAINTENANCE CONTRACT FOR GARDENING/HORTICULTURE SERVICES**

1. The tenderer shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or on leave.
2. The personnel engaged should be of robust physique and project an image of utmost discipline. They should be preferably between the age of 21 and 45 years old but not more than 55 years in any case. BIRD, Mangaluru shall have the right to have any person removed in case the personnel is not performing the job satisfactorily. The tenderer shall have to arrange the suitable replacement in all such cases.
3. The personnel engaged by the tenderer shall be smartly dressed in neat and clean uniform and are required to display photo Identity Card, failing which it will invite a penalty of Rs.500/- in each occasion. The penalty on this account shall be deducted from the tenderer's bills.
4. The personnel provided shall be the employees of the tenderer and all statutory liabilities will be paid by the tenderer such as ESI, PF, Workmen's Compensation Act, etc.
5. The tenderer shall abide by and comply with all the relevant laws and statutory requirements covered under Payment of Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, EPF, etc. with regard to the personnel engaged by him for works. It will be the responsibility of the tenderer to provide details of manpower deployed by him in the BIRD, Mangaluru to the concerned Labour Department.
6. As far as EPF is concerned, it shall be the duty of the tenderer to get PF code number allotted against which the PF subscription, deducted from the payment of the personnel engaged and corresponding employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. The tenderer has to submit a list/particulars of his employees to be deployed for Gardening/Horticulture Services in BIRD, Mangaluru, in his letter head. In any eventuality, if the tenderer failed to remit employee/employer's contribution towards PF subscription, etc. within the stipulated time, BIRD, Mangaluru is entitled to recover the equal amount due or accrue from the Tenderer under this agreement.
7. The antecedents of the staff deployed shall be verified by the tenderer from local police authority and an undertaking in this regard to be submitted to the BIRD, Mangaluru. The tenderer shall also submit the KYC document of all his employees working in BIRD, Mangaluru.





8. The tenderer will maintain an attendance register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the BIRD, Mangaluru. While raising the bill, the deployment particulars of the personnel engaged during each month, should be shown. The tenderer has to submit the proof of payment of EPF, ESI, GST, etc. as per rules and laws in force, before receiving the 2<sup>nd</sup> payment onwards.
9. All liabilities arising out of accident or death while on duty of the personnel shall be borne by the tenderer. **The tenderer shall cover all his employees with a comprehensive Group Insurance policy.** The tenderer shall indemnify BIRD, Mangaluru against all liabilities arising out of any such accidents or deaths.
10. All necessary reports and other information as requested by BIRD, Mangaluru shall be submitted immediately and regular meetings shall be held to discuss the quality of service provided.
11. Tenderer and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the BIRD, Mangaluru and shall not knowingly lend to any person or company any of the effects of the BIRD, Mangaluru under its control.
12. The staff deployed shall not accept any gratitude or reward in any shape.
13. The tenderer shall provide training at his own cost to ensure satisfactory performance of his liabilities and responsibilities under the contract.
14. The personnel shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the tenderer.
15. That in the event of any loss occasioned to the BIRD, Mangaluru, as a result of any lapse on the part of the tenderer which will be established after an enquiry conducted by the BIRD, Mangaluru, the said loss will be claimed from the tenderer up to the value of the loss. The decision of the Joint Director, BIRD, Mangaluru will be final and binding on the agency.
16. The tenderer shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the BIRD, Mangaluru may issue from time to time and which have been mutually agreed upon between the two parties.
17. The BIRD, Mangaluru shall have the right, within reason, if any person employed by the tenderer is considered to be undesirable or otherwise, to inform to the tenderer and tenderer shall replace such person immediately.





18. The tenderer shall be responsible to maintain all property and equipment of the BIRD, Mangaluru entrusted to it.
19. The tenderer will ensure that the persons deployed by them are dressed in neat and clean uniform and habitual offenders in this regard shall be liable to be replaced from the campus.
20. The personnel engaged have to be very courteous with pleasant mannerism in dealing with the Staff/Trainees/Visitors and should project an image of utmost discipline. The BIRD, Mangaluru shall have the right to have any person replaced in case of staff complaints or as decided by representative of the BIRD, Mangaluru if the person is not performing the job satisfactorily or otherwise. The tenderer shall have to arrange the suitable replacement in all such cases.
21. The tenderer has to deploy 5 personnel, preferably having experience in Gardening/Horticulture Services. The shift hours in general will be 08:30 AM to 05:00 PM (half hour lunch break). The timings are changeable and shall be fixed by the BIRD, Mangaluru from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the BIRD, Mangaluru for double duty, if any.
22. The personnel will have to report to the BIRD, Mangaluru at least 15 minutes in advance of the commencement of the shift for collecting necessary instructions and to complete all other required formalities as approved by BIRD, Mangaluru.
23. The payment would be made in the succeeding month based on the actual shift manned/operated by the personnel supplied by the tenderer and based on the documentary proof jointly signed by the representative of the BIRD, Mangaluru and the tenderer / his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the BIRD, Mangaluru.
24. Any damage or loss caused by tenderer's persons to the BIRD, Mangaluru in whatever form would be recovered from the tenderer.
25. **Penalty Clause:** In case the tenderer fails to commence/execute the work as stipulated in the agreement, BIRD, Mangaluru reserves the right to impose the penalty as detailed below:-
  - i) 5% of cost of order/agreement per week, up to four weeks' delays.
  - ii) After four weeks delay, BIRD, Mangaluru reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from other tenderer(s). The difference in the cost, if any will be recovered from the defaulting tenderer and also shall be black-listed for a period of 5 years from





participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

iii) The services provided may be reviewed by the "Committee" constituted respectively by BIRD, Mangaluru. If the committee is of the view that the services provided by the tenderer is not up to mark or does not meet the statutory requirements of the contract, the committee may prescribe a penalty in the range of 5 % to 20 % of the contract value of that month. The decision of BIRD, Mangaluru shall be final and binding on the tenderer in this regard. The tenderer shall not pass on the burden of penalty to the workers deployed by him/her and should ensure payment of minimum wages to the workers irrespective of the penalty. If no development is seen even after imposing penalty, BIRD-M shall black-list the tenderer for a period of 5 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

26. Tenderer / successful tenderer shall ensure that no person involved in any litigation against any of the offices of NABARD / BIRD, Mangaluru shall be deployed under any circumstances.

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

28. The tenderer shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013".

a) The tenderer shall be solely responsible for full compliance with the provisions of the "sexual harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013" in case of any complaint of sexual harassment against its employees within the premises of BIRD, Mangaluru. The complaint will be filed before the internal complaints committee constituted by the tenderer and the tenderer shall ensure appropriate action under the said act in respect of the complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the tenderer against any employee of BIRD, Mangaluru shall be taken cognizance of by the Regional Complaints Committee constituted by BIRD, Mangaluru.

c) The tenderer shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the tenderer, for instance any monetary relief to BIRD, Mangaluru employee, if sexual violence by the employee of the tenderer is proved.

d) The tenderer shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.





29. **Requirement of Secrecy:** The tenderer shall not disclose directly or indirectly any information, materials and details of BIRD, Mangaluru's infrastructure/ systems/ equipment's, etc., which may come to the possession or knowledge of the tenderer during the course of discharging contractual obligation in connection with this tender, to any third party and shall at all times hold the same in strictest confidence. The tenderer shall treat details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The tenderer shall not publish, permit to be published, or disclose any particulars of the works in any trade of technical paper or elsewhere without previous written consent of BIRD, Mangaluru.
30. **Force Majeure:** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God, etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.
31. 'WORK ORDER' means the notice issued by the BIRD, Mangaluru to the tenderer communicating the date on which the work/services under the contract are to be commenced.
32. If the tenderer is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the BIRD, Mangaluru for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as representative with authority to sign. The joint venture / consortium / group / partnership shall not be altered without an intimation to the BIRD, Mangaluru.
33. During the course of contract, if any tenderer's personnel are found it to be indulging in any corrupt practices causing any loss of revenue to the BIRD, Mangaluru, BIRD, Mangaluru shall be entitled to terminate the contract forthwith duly forfeiting the tenderer's Performance Guarantee.
34. In the event of default being made in the payment of any money in respect of wages of any person deployed by the tenderer for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the BIRD, Mangaluru may,





make payment of such claim on behalf of the tenderer to the said Labour Authorities and any sums so paid shall be recovered by the BIRD, Mangaluru from the tenderer.

35. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the BIRD, Mangaluru, such money shall be deemed to be payable by the tenderer to the BIRD, Mangaluru within seven days. The BIRD, Mangaluru shall be entitled to recover the amount from the tenderer by deduction from money due to the tenderer or from the Performance Security.
36. The tenderer shall not engage any sub-tenderer or transfer the contract to any other person in any manner.
37. The tenderer should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and relevant Acts or laws (wherever applicable).
38. The personnel engaged should project an image of utmost discipline. They should be above the ages of 18 yrs. NO UNDERAGE / MINOR (below 18 years of age) SHALL BE DEPLOYED UNDER ANY CIRCUMSTANCES. The entire responsibility for such lapse shall be that of the tenderer.
39. The personnel engaged by the tenderer shall be trained for providing Gardening/Horticulture Services before joining. During this training, tenderer shall have to arrange for a substitute for the staff undergoing training.
40. The tenderer shall get their staff screened for gross physical disabilities and contagious diseases and will provide a certificate to this effect for each personnel deployed. BIRD, Mangaluru will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
41. The tenderer shall bear all the expenses incurred on the following items i.e. Uniform, stationery for writing duty charts, registers and records keeping as per requirements will be provided by BIRD, Mangaluru.
42. The BIRD, Mangaluru shall not be responsible for providing residential accommodation to any of the employee of the tenderer.
43. The BIRD, Mangaluru shall not be under any obligation for providing employment to any of the worker of the tenderer after the expiry of the contract. The BIRD, Mangaluru does not recognize any employee employer relationship with any of the workers of the tenderer.





44. If as a result of post payment audit any overpayment is detected in respect of any work done by the tenderer or alleged to have done by the tenderer under the tender, it shall be recovered by the BIRD, Mangaluru from the tenderer. Similarly, if any underpayment is discovered, the amount shall be duly paid to the tenderer by the BIRD, Mangaluru.
45. The tenderer shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the BIRD, Mangaluru.
46. The tenderer will have to submit the proof of depositing employee's contribution towards EPF and ESI of each employee in every month.

#### **47. PAYMENT**

47.1. The payment shall be made as per the Latest Wage Rates as notified by the Office of the Chief Labour Commissioner (Central), Ministry of Labour & Employment, Government of India from time to time.

47.2. The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the tenderer and based on the attendance sheets of the tenderer duly verified, attested by the officer nominated by BIRD, Mangaluru and other supporting documents. No other claim on whatever account shall not be entertained by BIRD, Mangaluru. The Tenderer will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.

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

(b) The tenderer must ensure that entitled wages of the employee are credited to their bank account within 10<sup>th</sup> of every month. Service provider will not be given any relaxation in this matter.

(c) While submitting the bills for the month, the tenderer must submit following documents:-

- (i) Wage Slips of all the employees working in BIRD, Mangaluru indicating the breakup of salary credited to his/her employees.
- (ii) ESI Contribution (copy of the challan to be enclosed)
- (iii) EPF contribution (copy of the challan to be enclosed)
- (iv) Attendance Sheet.



47.3. Any damage or loss caused by tenderer's persons to the Bank in whatever form would be recovered from the tenderer.

47.4. In case any public complaint is received attributable to misconduct/ misbehavior of tenderer's personnel & is assessed as true by the BIRD, Mangaluru, a penalty decided by BIRD, Mangaluru shall be levied and the same shall be deducted from tenderer's bill. Besides the personnel found involved in the incident shall be removed from the Premises immediately.

#### **48. OBLIGATION OF THE TENDERER:**

The tenderer shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The tenderer shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the tenderer in respect thereof, which may arise.

#### **49. DISPUTE RESOLUTION**

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

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

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the tenderer shall continue to be made in terms of the contract. Arbitration proceedings will be held at **Mangaluru** only.

#### **50. JURISDICTION OF COURT:**

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

#### **51. EXIT:**

51.1 The contract is liable for termination by giving one month notice by BIRD, Mangaluru and three months' notice by the tenderer. However, the contract may be terminated by BIRD, Mangaluru without allowing notice period, if the quality of the work is found not to be satisfactory. The Security Deposit under these circumstances will be forfeited.





51.2 The contract can be terminated on the following grounds:

- a) Failure to pay salary in time (As indicated in the company policy if not indicated within 10<sup>th</sup> of every month)
- b) Failure to maintain necessary provisions which may result in poor quality of services.
- c) Failure to meet any of the statutory conditions (EPF, ESI, Minimum wages etc.)
- d) Failure to meet/submit performance guarantee/deposit or any other conditions indicated in T&C of the contract.
- d) Failure to adhere to the Terms & Conditions of the contract.

52. Tenderer should provide 2 sets of uniforms and one pair of shoes of approved colour and quality, once in a year, to the employees deployed for the job at BIRD, Mangaluru at his own cost. The tenderer should ensure that the uniforms provided to the staff are maintained in proper and clean condition. The cost of the uniform will be reimbursed on actual basis.

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

54. The Tenderer shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel and ensure compliance of Safety Code as per rules and Regulations in force.

55. Tenderer shall vouchsafe bonafide, conduct and fidelity of the staff employed by him. Any damage caused willfully or in negligence to the works executed, shall be borne by the tenderer.

56. Recovery of income tax, education cess, work contract tax, etc. as applicable and in force shall be deducted from the bill during the currency of the contract.

57. In the event of breach/violation or contravention of any terms and conditions contained herein by the tenderer, the Security Deposit/EMD of the agency shall stand forfeited.

58. Smoking and chewing paan are prohibited inside the BIRD, Mangaluru Campus.

59. The tenderer shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by BIRD, Mangaluru from time to time.

60. In case of emergency work, no extra payment for working in odd hour will be made.

61. BIRD, Mangaluru reserves the right to change scope of work or the number of labours during the contract period.



62. **Note:** The property shall be handed over to tenderer for maintenance on as-is-where-is basis and the tenderer shall be required to do the pending work (if any), without any extra cost. In regard to the pending works (as per scope of work) tenderer shall not give excuse such as so and so work should have been done by the previous AMC tenderer and is not within their scope.

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

SIGNATURE AND SEAL OF TENDERER:

DATE:

PLACE:





## ANNEXURE-I

### SCOPE OF WORK

1. The work involves day to day watering, trimming, weeding of the various plants like shrubs, hedges, ground covers, trees, grass lines and lawn areas and uprooting of grass/wild growth from all the paver Blocks, path ways, open and undeveloped areas, removal of dry leaves from all the lawns and undeveloped areas etc. as complete and as required at site as directed by BIRD, Mangluru's Officials.
2. Routine Maintenance & levelling of lawn with the help of Lawn Mower (Hand driven or Power driven) as per requirement. Cutting the edges to provide picturesque Lawns, Pruning and Watering as per the requirements in various Climatic conditions. Shaving off the Grass, once in a year, making the Soil rich by addition of a 3 m thick layer of well decomposed Cow Dung and fine leveling. The Lawns shall be thick and cushioning shall be experienced, the appearance should be green and free from weeds. Mixing Neem Cake, well decomposed Cow Dung Manure & Urea (cost will be reimbursed by BIRD, Mangaluru) on basis of actual requirement and submission of proper invoices.
3. Maintenance of green area including removal of wild growth, etc. other than lawn, every month in monsoon season and at an interval of every two months other than monsoon season in entire BIRD, Mangaluru campus measuring approximately 6.63 acres (including buildings & structures, roads etc.)
4. Maintenance of shrubs along the boundary wall. Regular Maintenance, Pruning, Watering to requirements, Uprooting Rank Vegetation from 60 c.m. wide Beds; digging with Khurpi to increase porosity of the Soil to provide better growth conditions and mixing well decomposed Cow Dung Manure two times in a year. Mixing Sterameal, Flower Mix, Urea, Bone Meal; if required; for better Flowering. (The cost of Manure and Fertilizers shall be reimbursed separately). The Shrubs in the event of casualty has to be replaced by the Tenderer, free of cost.
5. Maintenance of perennial trees planted in BIRD, Mangaluru campus. This includes Watering, Cutting and Pruning; digging of Pits by Khurpi to provide porosity in the Soil; minimum twice a month, de-weeding the pits and mixing a 3 cm thick layer of well decomposed cow dung manure at least three times in every year. In the event of non- survival of trees, they will have to be replaced by the Contractor undertaking the maintenance work. It will be the responsibility of the Tenderer, to see that the rate of casualty is below 20%. Replaced trees shall carry a defect liability maintenance period of six months from the date of plantation.
6. Maintenance of Ground cover plants in BIRD, Mangaluru campus. This maintenance includes Watering, Curing, Cleaning, Dusting, Cutting to proper shape and taking full measures towards providing a beautiful Environment by the literal meaning of the word Ground Covers. It also includes digging the beds by Khurpi,





de-weeding and Spreading and mixing of a 3 cm thick layer of well decomposed cow dung Manure.

7. Maintenance of Potted plants including replacement of broken pots.
8. Anti-termite treatment of soil as per latest I.S. Specification as per requirement. No extra payment shall be made for anti-termite treatment.
9. The entire scope of work shall be attended by deploying trained personnel on daily basis from 8:30 AM to 5:00 PM, everyday excluding Sunday. They should report every day to BIRD, Mangaluru's Care taker at office before taking up their duties & at the close of the day as per the specified timings.
10. Replacing the dead plants if any, shall be done without any extra cost.
11. Watering of lawns and other plants in BIRD, Mangaluru campus. Watering shall be done every 03 days in the month of March, April and May and before the onset of the monsoon.
12. Planting new plants and maintaining them as and when BIRD, Mangaluru provides the seeds/saplings.
13. Regular maintenance of flower/vegetable/other plant beds by digging with Khurpi and mixing well decomposed manure/fertilizer two times a year.
14. The cost of fertilizers/manures/pesticides/weedicides will be borne by BIRD, Mangaluru against proper invoices.
15. It will be responsibility of the tenderer to ensure that the mortality rate is <20%.
16. Preparation of ground for flower/vegetable/other plant beds.
17. Cutting the grass/weeds in rough areas by hand or brush cutter once a month.
18. The Tenderers shall keep all the tools, tackles, hose pipes, etc. of his own, required for the gardening work. The water sources are provided at the various convenient locations and the Tenderers shall maintain the desired length of leak proof hose pipe at site for adequate day to day watering. Watering of lawns should invariably be done by portable sprinklers. The Tenderer should purchase and maintain on site at least 4 sets of sprinkler irrigation system. In addition, the Tenderer may make available one set of drip irrigation system, if required.
19. New plantation to be taken up shall be considered at extra cost with prior approval of BIRD, Mangaluru.





20. The health and growth of the plants shall be the prime concern of the Tenderers and if the performance is not seen satisfactory it may lead to reduction in the monthly charges at the discretion of BIRD, Mangaluru's officials.
21. Although the required water will be provided by BIRD, Mangaluru, indiscriminate use of water shall not be allowed. Water should be used sparingly and carefully and all the efforts should be made by the Tenderer for water conservation. The tenderer shall also ensure that the water generated from Sewage Treatment Plant (STP) are used judiciously for irrigation of plants.
22. A small watershed model/Greenhouse/Bee Keeping/Vermicompost/Hydroponics/Aeroponics/Aquaponics is proposed to be developed: Maintenance of such models would also be under the scope of the contract.
23. Any other duties/responsibilities assigned by BIRD, Mangaluru may be incorporated in the agreement. The same shall also be binding on the Tenderer.
24. If any changes in the landscape of BIRD, Mangaluru campus are made in the future, the maintenance of the same would be under the scope of the contract, with the same manpower deployed. Changes in the scope of work, if any will be binding on the contractor.
25. An annual plan for horticulture maintenance broken into quarterly activities would have to be submitted to BIRD, Mangaluru after execution of the agreement and performance of the contract would be measured there against.
26. Tools and machines required to be provided by the Tenderer:
- a) Lawn Roller - 1/2 Ton,
  - b) Diesel/power operated - Lawn Mower - 18" Blades,
  - c) Hand operated roller type - Lawn mower - 18" Blades,
  - d) Pipe for watering,
  - e) Spades (phawra),
  - f) Kudal,
  - g) Khurpi,
  - h) Pointed Khurpi,
  - i) Jhalli/Water sprinkler/buckets, etc.
27. Requirement of Materials:
- a) **Dump Manure:** It shall be decomposed organic or vegetable matter obtained in the dry state from any dump. The manure shall be free from earth, stone brick bars or other extraneous materials.
  - b) **Farmyard Manure:** It shall be decomposed or vegetable matter obtained in the dry state from any manure farm. These shall be free from grit and any other extraneous materials.



- c) **Oil Cake or Chemical Manure:** It shall be applied by the tenderer as required to the trees/plants during the maintenance period, the cost of which will be borne by BIRD, Mangaluru.

**NOTE:**

- The tenderers may please note that the scope of work defined above is only illustrative and indicative in nature. The tenderer shall perform any work/action/duty as advised by BIRD, Mangaluru from time to time, even after award of work.
- The area/quantity of lawn, hedges, shrubs, trees, ground cover plants, creepers, potted plants etc. may increase or decrease in future based on change in landscape. No extra payment will be made for the same.
- Purchase of new plants, sapling, fruit plants etc. shall be paid as per the actual cost after production of bill. Generally the material should be purchased from government nursery. Bill of private nursery will be entertained only if the material is not available with the government nursery.
- The tenderer shall be responsible for all injury to persons, and for all structural and decorative damage to property which may arise from the operation or neglect of tenderer or their staff or damages arising from carelessness, accident or any other cause whatsoever in any way connected with carrying out of the tenderer. The tenderer shall indemnify BIRD, Mangaluru and hold it harmless in respect of all and any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.

**DECLARATION BY THE TENDERER**

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

**SIGNATURE AND SEAL OF TENDERER:**

**DATE:**

**PLACE:**





## ANNEXURE-II

Photo

### BASIC INFORMATION OF THE TENDERER

Sr.No	Particulars	Details
1	Name of the Applicant/Organisation and address of the registered office	
2	Year of Establishment	
3	Type of the Organisation (Whether Sole Proprietorship/Partnership/ Private Limited/ Limited or Cooperative Body etc.)	
4	Name of the Proprietor/Partners/Directors of the Organisation/Firm	
5	Details of Registration (Whether Partnership firm, Company, etc.)- Registering Authority, Date, Registration No., etc. mentioning the business/ activity of the firm	
6	Whether registered with Govt./Semi- Govt./Municipal Authorities or any other public organization and if so, in which class and since when?	
7	Experience in the field of Gardening/ Horticulture Services of similar campuses/training establishments etc.	
8	Qualified personnel available with the organization	Details to be furnished in Annexure-IV
9	Adequate and satisfactory evidence to indicate financial capacity of the Organisation to undertake the said work with names of Bankers and their full address. (Solvency certificate from the Bank or Certified copies of balance sheet and Income Tax clearance certificate for the last three years shall be attached).	
10	Yearly turnover of the company during the last 3 years	2020-21 Rs. 2021-22 Rs. 2022-23 Rs.
11	Permanent Account Number (PAN)	

<b>12</b>	Details of registration with the office of the Regional Labour Commissioner(RLC)-Central, EPFO and ESI	
<b>13</b>	Ability to provide Bank Guarantee or other equivalent forms of security from a Scheduled Bank.	
<b>14</b>	Whether any Civil Suit/litigation arisen in the contracts executed during the last ten years/being executed now. (If yes, please furnish the details in the pro-forma given below:)	
<b>15</b>	Whether suspended/delisted/blacklisted by any organization on any grounds? (If yes, please furnish the details:)	
<b>16</b>	Whether the tenderer has rescinded/abandoned any contract awarded by any of this clients before the expiry of the prescribed period of contract. (If yes, please furnish the details:)	

<b>Sr. No.</b>	<b>Name of the Work &amp; the Employer</b>	<b>Nature of Work</b>	<b>Work Order No. &amp; Date</b>	<b>Present Stage of Work</b>	<b>Value Contract (Rs.)</b>	<b>Brief details of litigation, if any</b>

**SIGNATURE AND SEAL OF THE TENDERER**





### ANNEXURE-III

#### PREVIOUS EXPERIENCE

i) List of important works executed by the firm during last three years with experience in executing works of similar nature i.e. annual maintenance contract of training institutes/ establishments. Please arrange to provide value of job, approximate area of each contract where Gardening/ Horticulture Services was / is being undertaken and the year of AMC along with copy of work orders, performance certificates / completion certificates. **Please note that the details furnished should be for Annual Maintenance Contracts of similar nature and not for other works.**

Sr. No.	Name of the Work & Location	Nature of the Work	Name & Full Postal Address of the owner	Contract Amount(Rs.)

ii) List of important works ON HAND:

Sr. No	Name of the Work & Location	Nature of the Work	Name & Full Postal Address of the owner	Contract Amount(Rs.)
(1)	(2)	(3)	(4)	(5)

AMC/Completion Period	Present Stage of Completion With reasons for delay, if any	Any Other information
(6)	(7)	(8)

**SIGNATURE AND SEAL OF THE TENDERER**



## ANNEXURE-IV

### PERSONNEL AND EXPERIENCE

A) List of Personnel, giving details about their qualification, experience, etc.

Sr. No	Name	Age	Qualification	Experience	Nature of Works handled	Date from which employed in the Organisation	Any Other remarks
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							

**SIGNATURE AND SEAL OF THE TENDERER**

**DATE:**

**PLACE:**





## ANNEXURE-V

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

For carrying out the above jobs, the tenderer has to deploy manpower as detailed below:

<b>Sr. No</b>	<b>Particulars</b>	<b>Deployment</b>
1	Qualified gardener having minimum of 05 years of practical experience	01
2	Unskilled labour	04
	<b>Total minimum number of personnel proposed to be deployed per day</b>	<b>05</b>

The number of personnel is only indicative, BIRD, Mangaluru reserves the right to increase or decrease the strength from time to time, even after award of work.

### SIGNATURE AND SEAL OF THE TENDERER

**DATE:**

**PLACE:**



**ANNEXURE-VI**  
**BANKERS INSTITUTE OF RURAL DEVELOPMENT, MANGALURU**  
**CHECK-LIST FOR TECHNICAL BID**

<b>Sr. No</b>	<b>Document to be uploaded</b>	<b>Whether enclosed or Not</b>
<b>1</b>	Bid Security/EMD or MSME Certificate.	
<b>2</b>	Copies of Annual Turnover details in Rupees for last three Financial Years (2020-21, 2021-22 and 2022-23) including audited balance sheet and Profit & Loss Account.	
<b>3</b>	Undertaking on own Letter-Head as per format prescribed in Annexure-VII.	
<b>4</b>	Self-attested copy of the PAN card.	
<b>5</b>	Self-attested copy of GSTIN.	
<b>6</b>	Self-attested copy of valid Registration number of the Firm /agency.	
<b>7</b>	Self-attested copy of valid Employees Provident Fund Registration number.	
<b>8</b>	Self-attested copy of valid ESI Registration Number	
<b>9</b>	Self-attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
<b>10</b>	Proof of experiences of last three financial years along with satisfactory performance certificates from the concerned employers.	
<b>11</b>	Annual IT returns of previous three years (2020-21, 2021-22 and 2022-23)	
<b>12</b>	Signed Copy of Pre Contract Integrity Pact mentioned in Annexure-IX on Rs.200/- Stamp Paper.	
<b>13</b>	Short profile of the Organisation	
<b>14</b>	Self-attested copy of Power of Attorney	
<b>15</b>	Duly filled Annexure-II	
<b>16</b>	Duly filled Annexure-III	





**ANNEXURE-VII**  
**(ON THE LETTER HEAD OF THE AGENCY)**  
**UNDERTAKING**

To  
The Joint Director,  
Bankers Institute of Rural Development,  
Mangaluru-575008

Name of the firm/Agency: \_\_\_\_\_

**Subject: Tender for providing Gardening/ Horticulture Services at BIRD, Mangaluru**

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, 1970 and other statutory provisions like Provident Fund Act, ESI, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We do hereby undertake that maintenance of vegetation in BIRD, Mangaluru shall be ensured by our personnel, as well as any other assignment considered by BIRD, Mangaluru.

(Signature of the Tenderer)  
Name and Address of the Tenderer.

Telephone No.



## ANNEXURE-VIII

### BANKERS INSTITUTE OF RURAL DEVELOPMENT, MANGALURU

#### FORM OF AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_\_ day \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) between National Bank for Agriculture and Rural Development (NABARD) through the Joint Director, Bankers Institute of Rural Development, Mangaluru (hereinafter called "the BIRD, Mangaluru" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND \_\_\_\_\_ (Name and address of the contractor ) through Shri \_\_\_\_\_, authorized representative (hereinafter called "the contractor " which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for Gardening/ Horticulture Services to its Campus situated at Krishna Nagar Road, Bondel, Mangaluru, Karnataka 575008, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns the conforming party to the agreement.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Letter of acceptance of award of contract;
  - b. Terms and Conditions;
  - c. Notice inviting Tender and the terms and conditions contained in the Tender;
  - d. Bill of Quantities;
  - e. Scope of work;
  - f. Addendums, if any; and
  - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the BIRD, Mangaluru to the Contractor as hereinafter mentioned, the Tenderer hereby covenants with the BIRD,





Mangaluru to execute the Gardening/ Horticulture Services w.e.f \_\_\_\_\_  
as per the provisions of this Agreement and the tender document.

4. The BIRD, Mangaluru hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

6. In case, any dispute or issue arises regarding the interpretation of any of the clauses of this agreement or of any of the documents prepared or to be prepared in this regard, the contents of the Tender Documents shall prevail over this agreement and /or any other document.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

(Signature of the contractor) Name and Address of the contractor.  Telephone No.	Signature of Authorized Signatory of Bankers Institute of Rural Development, Mangaluru
(Signature of Witness 1) Name of Witness  Address of Witness	(Signature of Witness 1) Name of Witness  Address of Witness
(Signature of Witness 2) Name of Witness  Address of Witness	(Signature of Witness 2) Name of Witness  Address of Witness



(On an Rs.200/- Non- Judicial stamp paper)

**ANNEXURE-IX**

**INTEGRITY PACT**

Between

**Bankers Institute of Rural Development, Mangaluru, an  
establishment of National Bank for Agriculture and Rural  
Development (NABARD)**

hereinafter referred to as "**The Principal**"

And

..... hereinafter referred to as "**The Bidder/Contractor**"

**Preamble**

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

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

**Section 1 – Commitments of the Principal**

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

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in





this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidder 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 cartelisation in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/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. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.



### **Section 3 — Disqualification from tender process and exclusion from future contracts**

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

### **Section 4 — Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 — Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

### **Section 6 — Equal treatment of all Bidder(s)/Contractor(s)/ Sub-contractor(s)**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidder(s) and Contractor(s)
- (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 Bidder(s)/ Contractor(s) / Subcontractor (s)**

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





## **Section 8 – Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for 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.

The Independent External Monitor appointed for NABARD is

Shri Jagdeep Kumar Ghai, PTA & FS (Retd.)  
Flat 1032, A Wing, Vanashree Society,  
Sector 58 A&B, Palm Beach Road,  
Nerul, Navi Mumbai-500706

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He / she reports to the Chairman, NABARD.
- (3) The Bidders(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub- Contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor (s) with confidentiality. The Monitor has also signed declarations on Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.



- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
  - (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contract 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

### **Section 10 – 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 agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(Office Seal)

(For & on behalf of the Bidder/Contractor)

(Office Seal)





Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## ANNEXURE-X

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

Performance details of the Firm: M/s

Located at:

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

Signature of the Reporting Officer Place  
(Office Seal)

Place:  
Date:





## **PART-II**

### **FINANCIAL BID**



## **PREAMBLE**

- 1) Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. Schedule of Quantity and Calculation Sheet Showing Break-up of the Rates Quoted as per ANNEXURE-XI should be filled carefully.
- 2) In case the rates quoted are found unreasonable and do not conform to the specifications or stipulations given in the tender document, the financial bids submitted would be rejected outright and the final decision in this regard will be that of BIRD Mangaluru.
- 3) Managerial and Administrative Charges claimed by contractor should include 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, other overheads, etc. Contractors may be advised to quote service charges after due diligence which should be reasonable and workable.
- 4) The rates quoted should include Goods and Services Tax. GST, as applicable, shall be paid depending upon the rate decided by Government of India from time to time.
- 5) Rates shall have to be quoted both in words and figures.
- 6) BIRD, Mangaluru does not bind itself to accept abnormally low bids. The rates quoted by the tenderer should be able to demonstrate the capability of the tenderer to deliver the contract at the offered price. Abnormally low bids will be subject to analysis by BIRD, Mangaluru. If required, BIRD, Mangaluru may call written clarification from the tenderer, including detailed price analysis of the Financial Bid. BIRD, Mangaluru reserves the right to reject the bid, if the bid is found to be abnormally low to deliver/perform the contract.
- 7) 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. BIRD, Mangaluru, in no way, shall be liable for non-compliance with statutory obligations.
- 8) 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.
- 9) Contractors shall, wherever applicable, pay Gratuity and Bonus at Govt. approved rate to his eligible employees and the same is payable to contractor on reimbursement basis on production of proof of payment.
- 10) No escalation or increase in the rates will be given during the contract period. The rates will be considered for revision only in case of:-

- i. Revision of minimum wages.





- ii. Revision of statutory taxes like GST to the relevant extent.
- 11) In case multiple L1 bidders, the final selection of bidder is done by GeM portal through system logic.
- 12) **The financial bids submitted in the format prescribed in Annexure-XI will only be considered for scrutiny.**
- 13) **The bid not adhering to above mentioned directions is liable to be rejected.**

#### **DECLARATION BY THE TENDERER**

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

**SIGNATURE AND SEAL OF TENDERER:**

**DATE:**

**PLACE:**



## ANNEXURE-XI

### SCHEDULE OF QUANTITY AND CALCULATION SHEET SHOWING BREAK-UP OF THE RATES QUOTED FOR BANKERS INSTITUTE OF RURAL DEVELOPMENT, MANGALURU

#### Part-A (Minimum Wages and other statutory payments)

Sr. No.	Category of Staff Employed	Minimum number of Staff to be employed as indicated in ANNEXURE-V	Wage rate per day* (Rs.)	Wages per annum** (Rs.)
1	Gardener (Skilled)	01	816	2,54,592
2	Un-skilled Labour	04	616	7,68,768

\*Minimum wages as per the order dated 03/04/2023 released by Office of Chief Labour Commissioner (Central), Ministry of Labour and Employment, Government of India.

\*\*Wages per annum= Minimum wages per day x Minimum No. of staff x No. of days per month (26) x No. of Months (12).

3	Employees' Provident Fund (13%)	1,33,037
4	Employees' State Insurance (3.25%)	33,260
5	<b>TOTAL</b>	<b>11,89,657</b>

#### Part-B Managerial & Administrative Expenses

6	Managerial and Administrative Charges (in terms of %) (not less than 3.85%)	____%	Rs.
7	<b>TOTAL (5+6)</b>	<b>Rs.</b>	
8	<b>GST @ 18%</b>	<b>Rs.</b>	
9	<b>GRAND TOTAL (7+8)</b>	<b>Rs.</b>	

**Note:** The tenderer shall be paid per month, the minimum wages for the workers deployed plus corresponding EPF, ESI and other statutory payments as mentioned above and the Managerial & Administrative Charges.





I/we declare that:

- a) The rates quoted are as per the conditions mentioned in this tender document.
- b) The Managerial & Administrative fees for executing the work mentioned above is inclusive of the mandatory charges and other statutory provisions.
- c) The Financial Bid is liable to be rejected if any of the above rates are found not to be in compliance with the respective statutory laws.

**SIGNATURE OF THE TENDERER WITH SEAL**

**DATE:**

**PLACE:**

