

**Tender for Annual Maintenance Contract for
Gardening and Lawn Development at Office
Premises for the period 2017 -2018 at NABARD
Karnataka Regional Office, Bangalore**



NABARD

**National Bank for Agriculture and Rural Development
Karnataka Regional Office
No. 46, NABARD Towers
Kempegowda Road
Bangalore - 560009**

Date of issue of tender document	20 April 2017
Due date and time for submission of tender	15:00 hrs on 27 April 2017
Date and time of opening the tender	15:30 hrs on 27 April 2017

Note: Any Tender with incomplete information will be rejected

Signature of the Consultant
Or Authorized Signatory

PRE-QUALIFICATION BID NOTICE

NABARD invites applications under "Single Bid System" on prescribed forms for the under noted works from contractors / firms / companies engaged in Garden Maintenance and Lawn development works.

Name of work	Comprehensive Garden Maintenance and Lawn development in Office Premises at NABARD, Karnataka Regional Office, Bangalore for the period 2017-18.
Estimated cost	Rs. 3.00 Lakh (Rupees Three Lakh Only)
Earnest Money	Rs. 6 000/- (Rupees Six Thousand Only)
Last date and time of submission of PQ bid	Up to 15.00 Hrs on 27 April 2017 in the office of the. Chief General Manager, NABARD, No. 46, NABARD Towers, K G Road, Bangalore 560009
Date from which PQ bid documents will be available	20 April 2017 to 27 April 2017 up to 15.00 hrs. and could be downloaded from www.nabard.org

FORM OF TENDER

The Chief General Manager
National Bank for Agriculture and Rural Development
Karnataka Regional Office
No. 46, NABARD Towers
Kempe Gowda Road
Bangalore – 560 009

Date :
Place : Bangalore

Dear Sir,

Having examined the Scope of work and the guidelines relating to ANNUAL MAINTENANCE CONTRACT FOR GARDENING and LAWN DEVELOPMENT for the period 2017-18 and 2018-19 IN OFFICE PREMISES of National Bank for Agriculture and Rural Development (NABARD) located at No. 46, NABARD Towers, Kempe Gowda Road, Bangalore – 560009 and having visited and examined the site of the work specified in the Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the work/s specified in the said Memorandum at the rates mentioned in the Annexure and in accordance in all respects with the specifications and instructions in writing referred to in the conditions of the tender, the Articles of Agreement, Special Conditions and terms and conditions, and in all other respects in accordance with such conditions so far as they may be applicable.

Yours faithfully

Name and Signature of the tenderer

MEMORANDUM

(a) Description of work/s: ANNUAL MAINTENANCE CONTRACT FOR GARDENING AND LAWN DEVELOPMENT for the period 2017-18 and 2018-19 IN OFFICE PREMISES of NABARD at No. 46, NABARD Towers, Kempe Gowda Road, Bangalore – 560009.

(b) Earnest Money: Rs. 6000/-

(c) The details of the NABARD Bank Account for the purpose of depositing EMD is given as under:

(i)	Name of the Bank	:	Axis Bank
(ii)	Name of the Branch	:	Cauvery Bhavan Branch
(iii)	Type of Account	:	Current Account
(iv)	Account Number	:	911020065732710
(v)	IFSC Code	:	UTIB0001151

2. Should this tender be accepted, I/We hereby agree to abide by the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the National Bank for Agriculture and Rural Development amount mentioned in the said conditions.

3. I/We have deposited a sum of Rs. 6000 /- as earnest money with the National Bank for Agriculture and Rural Development, which is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the National Bank for Agriculture and Rural Development.

The names of partners of our firm are:

(i)

(ii)

Name of the partner of the firm authorised to sign

OR

Names of person having Power of Attorney to sign the contract. (Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of authorised signatory
(Signature and addresses of witnesses)

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT, BANGALORE

RECEIVED from _____ (Name of tenderer) a sum of
Rs. _____ (Rupees _____) (in words) by
Online Transfer / Demand Draft being the Earnest Money Deposit on account of their tender for
ANNUAL MAINTENANCE CONTRACT FOR GARDENING IN OFFICE PREMISES of NABARD located at No.
46, NABARD Towers, Kempegowda Road, Bangalore - 560009.

For NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Date and Stamp _____

Signature of the tenderer _____

Address of the tender _____

The Agreement which would be entered by the successful tenderer with the National Bank is prescribed as follows:-

AGREEMENT

This agreement made at Bangalore this _____ day of _____ 2017 (in words) between the National Bank for Agriculture and Rural Development a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Regional Office located at No. 46, NABARD Towers, Kempegowda Road, Bangalore – 560 009, herein after referred to as " NABARD' (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assignees) of the ONE PART and (this will undergo change when the party is partnership firm or Company) Shri _____ ,Son of _____ aged _____ years, presently residing at _____ and carrying on similar work under the name and style of M/s _____ and having their place of business at _____ hereinafter referred to as ' the party' (which expression shall unless repugnant to the context or meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS the National Bank is desirous of outsourcing the work of ANNUAL MAINTENANCE CONTRACT FOR GARDENING IN OFFICE PREMISES of NABARD located at No. 46, NABARD Towers, Kempe Gowda Road, Bangalore - 560009 (hereinafter referred to as the said premises)

AND WHEREAS the party has offered to undertake the work as per the scope of work and details indicated in the special instructions AND WHEREAS the National Bank in consideration of the conditions and covenants to be observed by the party has agreed to permit the party to carry out the Garden Maintenance work hereinafter set out.

NOW, THIS AGREEMENT WITNESS THAT IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:-

NABARD hereby awards the work in the said premises from 01.05.2017 to 31.03.2018. If the work rendered by you is satisfactory then the bank may at its own discretion extend the contract for a period of one year or more on the same terms and conditions.

2. As compensation for the work, the party shall be reimbursed an amount of Rs. _____/ (Rupees _____ only) per month plus taxes as applicable. These rates shall be firm rates. No request for increase of rates shall be entertained by the Bank on grounds of increase in cost of material, labour costs or any other reasons during the period of the agreement.

3. The compensation shall be payable to the party by NABARD within 02 weeks from the date of receipt of the bill for the month for which services have been rendered to the satisfaction of the Bank.

4. (a) The party shall comply with the municipal and other laws, obtain license, permission as required under the contract labour laws and cover all the employees under his charge with all statutory requirements like minimum wages ,PF,ESIC etc. The party shall indemnify and keep indemnified the Bank against any lapse on the party's part in complying with these conditions or any other statutory requirements in connection with the Garden Maintenance work.

(b) The quality of maintenance work shall be of good standard subject to the satisfaction of the Chief General Manager of the Bank

(c) The party shall keep, at a conspicuous place in the said premises a complaint/ suggestion register in which complaints and suggestions, if any, could be recorded by the concerned and the complaint/suggestion register shall be open to inspection by the Chief General Manager or any other officers of the Bank so deputed by him. The party shall put up the complaint register once in a week on Monday mornings and if Monday were to be a public holiday or by any other reasons the National Bank remain closed on any Monday the same shall be submitted on the next working day immediately following that day. The Chief General Manager will take such action in respect of each complaint or suggestions as the case may be and the party shall be obliged to take remedial / rectification measures as instructed by the Chief General Manager.

(d) The party shall ensure that no loss or damage is caused by an act or default on his part or his employees and agents to the Bank's furniture, fixture and fittings and other articles.

(e) This agreement shall stand automatically terminated in the event of insolvency, death or mental disorder of the party.

(f) If the Chief General Manager so considers that the situation so warrants then he shall be entitled to terminate this agreement without giving any prior notice and also without assigning any reason in writing and the party shall not be entitled to any compensation in the event of such termination. However, in normal course the agreement can be terminated by the party by giving three months' notice and by the Bank by giving one month's notice.

(g) On the expiry or earlier termination of this agreement the party shall remove himself and his employees/servants and agents from the premises and all articles belonging to him, or to his employees or agent.

(h) If any dispute arises on any matter concerning this agreement, then the decision of NABARD shall be final and binding in respect of such dispute.

(i) The reference to the Chief General Manager in this agreement and the schedules hereto annexed shall mean the Chief General Manager holding, charge of Dept of Premises, Security & Procurement for the Karnataka Regional Office located at No.46, NABARD Towers, Kempegowda Road, Bangalore - 560009 and shall include, in respect of any powers exercisable by him or NABARD under this agreement any officers of the Bank designated by him in that behalf from time to time.

(j) This agreement shall be executed in duplicate. The Bank shall retain the original and party the duplicate. Stamp duty on original and duplicate shall be borne by the party.

IN WITNESS WHEREOF the National Bank has set its hands to these presents and a duplicate hereof through its authorised official and the party has set his hands to these presents and the duplicate on the day/month and year first hereinabove written.

Signed and delivered by the
within named National Bank

.....

by the hand of its authorised official

(Name and Designation)
in the presence of

(i) _____

(ii) _____

Signed and Delivered by Shri

In the presence of

(i) _____

(ii) _____

Schedule "A"

Terms & Conditions

1. In the said conditions hereinbefore mentioned, the officer in charge of the Dept of Premises, Security & Procurement i.e. the Chief General Manager shall act on behalf of the Bank.
2. The said Conditions and appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively contained in the said Conditions.
3. The agreement and documents mentioned herein shall form the basis of this Contract.
4. This Contract is for ANNUAL MAINTENANCE CONTRACT FOR GARDENING IN OFFICE PREMISES as specified in the scope of work and special conditions, at Office Premises of NABARD located at No. 46, NABARD Towers, Kempe Gowda Road, Bangalore 560009 as per the rates accepted and the governing conditions.
5. The party shall make good any damages to the property, during and after the completion of the Contract.
6. All payments by the Bank under this contract will be made only at Bangalore.
7. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Bangalore and Courts in Bangalore only shall have jurisdiction to determine the same.
8. That the several parts of this contract have been read by the party and fully understood by him.

General Instructions to Party

1. Sealed Tenders, should be addressed by name to Chief General Manager, Karnataka Regional Office, National Bank For Agriculture and Rural Development, No. 46, NABARD Towers, Kempegowda, Bangalore – 560 009 and superscribed " ANNUAL MAINTENANCE CONTRACT FOR GARDENING of the Regional Office of National Bank for Agriculture and Rural Development (NABARD) at located at No. 46, NABARD Towers, Kempegowda Road, Bangalore – 560009 so as to reach him not later than 15:00 hrs on **27 April 2017**. The tenderers should clearly indicate on each copy of the tender, under the full signature, whether it is original or duplicate.
2. **No tender will be received after 15:00 hrs on 27 April 2017 under any circumstances whatsoever.**
3. Tenders will be **opened on 27 April 2017 at 15:30 hrs** at his office by Chief General Manager, National Bank for Agriculture and Rural Development, or any other officer designated for this purpose by him in the presence of other officials and the tenderers or their representatives, should they choose to be present.
4. Tender shall remain open for acceptance by the Bank for a period of 10 days from the date of opening the tender which may be extended by mutual agreement and the tenderers shall not cancel or withdraw the tender during this period/extended period.
5. The tender forms should be filled in English and all entries must be made by hand and written in ink. If any of the above documents are missing or unsigned the tender may be considered invalid by the Bank at its discretion.
6. Rate should be quoted both in figures and words in the columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderers. Over writing of figures is not permitted, failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or conditions after opening of the tender will be entertained.
7. Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of the Contract, Specifications, Special Conditions, etc., as laid down. Any tender with any documents not so signed is liable to be rejected.
8. The tenders submitted on behalf of the Firm shall be signed by all the partners of the Firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender is liable to be rejected by the Bank.
9. The National Bank for Agriculture and Rural Development does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, without assigning any reasons for doing so.
10. Intending tenderers shall pay an Earnest Money Deposit a sum of Rs. 6000/- by Online Transfer / Demand Draft drawn on a Schedule Bank which amount will be credited into the office of the National Bank For Agriculture and Rural Development. The Earnest Money Deposit will be returned to the tenderer if his tender is not accepted but without any interest.

11. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or Bank Guarantee or insurance guarantee, cash or cheque.
12. The Earnest Money Deposit of Rs. 6000/- paid by the successful tenderers shall be held by the National Bank for Agriculture and Rural Development as partial security deposit for the execution and due fulfillment of the contract. No interest shall be paid on the said deposit.
13. The Earnest Money Deposit of the successful tenderer will be converted into the Security Deposit and retained with National Bank. The amount of Security Deposit to be maintained will be Rs..... The difference in the amount (Rs.) should be deposited with the National Bank by a demand Draft from a Scheduled Bank prior to the signing of the agreement. All compensation or other sum of money payable by the party to the Bank under the terms of this contract may be deducted from his security deposit if the amount so permits and the party shall, unless such deposit has become otherwise payable, within 10 days after such deduction make good in cash the amount so deducted.
14. On receipt of intimation from the Bank of the acceptance of his/their tender the successful tenderer shall be bound to implement the contract within 14 days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement along with other terms and conditions of the tender document.
15. The party shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the party rescinding the contract whereupon the Security Deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the party.
16. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making the tender on entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of work and all matters pertaining thereto.
17. The successful tenderer must co-operate with the other contractor appointed by the Bank so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank.
18. The Bank will provide water and power required for the work free of cost at suitable points. The party should ensure that the water and power facility provided by the Bank are not wasted.
19. The Earnest Money Deposit of the successful tenderer will be forfeited if he fails to comply with any condition of the contract.

I/We hereby declare that I/We have read and understood the above instructions for the guidance to tenderers.

Signature of Tenderer: _____

Address: _____

Date: _____

OTHER CONDITIONS OF THE CONTRACT

In Construing these Conditions, the Specifications, and Contract Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires. Interpretation Clause are as under :

"The Bank"	Shall mean National Bank for Agriculture and Rural Development and shall include its assigns and successors.
"The party"	Shall mean _____ M/s and shall include his/their legal representative, assigns or successors
"This Contract"	Shall mean the Articles of Agreement, the Special Conditions, the conditions, the Appendix and the specifications attached hereto which are duly signed.
"Notice in Writing"	Written notice shall mean a notice in writing, typed or printed charter sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known residential or business address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
"Act of Insolvency"	Shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any amendments/modifications thereto.
"The Works"	Shall mean work of ANNUAL MAINTENANCE CONTRACT FOR GARDENING IN OFFICE PREMISES as specified in the scope of work and special conditions, at Office Premises of NABARD, No. 46, NABARD Towers, Kempegowda Road, Bangalore- 560009 as provided herein.

Words importing persons include firms and corporations. Words importing the singular only also include the plural and vice-versa where the context requires.

Covenants made by the party

1. The party shall conform to the provision of any Act of the Legislature relating to the works, and to the Regulation and Bye - Laws of any authority.
2. The party shall bring to the attention of the Bank all notices required by the said Acts, Regulations or Bye-laws to be given to any Authority and pay to such Authority, or to any Public Office all fees that may be properly chargeable in respect of the works, and lodged the receipts with the National Bank.
3. The party shall on request of the Bank immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank, be incompetent or misconduct's himself, and such person shall not be again employed on the work without the permission of the Bank.
4. The whole of the works included in the Contract shall be executed by the party and the party shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof or interest therein without the written consent of the Bank
5. The party 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 party or their staff or damages arising from carelessness, accident or any other cause whatsoever in any way connected with carrying out of the party. The party shall indemnify the Bank and hold it harmless in respect of all and any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.
6. The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages compensation, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any or all sums due or to become due to the party.

Scope of work and terms & conditions

1. Maintenance of the existing Potted Plants located (a) on the runway surrounding the building (bigger pots) (b) at the entrance of the building, including the entry staircase and (c) inside the building near the lift on all the floors
2. Cleaning and Maintenance of lawn of approximately 1800 Sq Ft and that of the plants & shrubs in the lawn located at the rear portion of the office building.
3. Maintenance of the plants & shrubs located at the rear portion of the office building adjacent to the fire / water sump.
4. Deputation of skilled gardener on all working days and on Saturdays for watering, manuring, pruning of plants, placing of plates under the plants, etc to keep the potted plants in good health and changing the location of plants as per the directions of the bank. The nature of work of the gardener mentioned above are only indicative in nature and not exhaustive.
5. Supply of fertilizer, manure, insecticides, fresh garden soil, etc along with the required machinery like Spade, Scissors, lawn mower, water pipe, etc shall be supplied by the Contractor to the Gardener.
6. Supply of indoor plants, of the desired varieties, as directed by the bank, as and when required.
7. Replacing of broken pots (both small and big), as and when the same occurs.
8. In case of damage caused to the plants by rats / insects, the same should be brought to the knowledge of Assistant Care Taker (ACT) and the complaint written in the register book.
9. In case of exigencies, the gardener shall complete the work, even if it necessitates of staying him late. In such a situation, no additional payment shall be made to the gardener.
10. Gardener so employed by the Contractor shall report to ACT or Protocol & Security Officer (P&SO) in the office building premises.
11. The Bank shall not be responsible for any injuries caused to the gardener during the course of work.
12. Income tax and all other statutory deductions shall be made from the total payment due to the contractor. The same shall be available for perusal in office.

Special Terms and Conditions

1. You will provide an efficient gardener to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank. The attendance record of the gardener has to be maintained properly so that same can be inspected by the competent authority.
2. The manpower provided by you should be available from 9.30 Hrs to 17:30Hrs. The deployment of gardener and his timing may be flexible and could be changed/increased depending upon the quantum of work and requirement of Bank. You will provide necessary substitutes in case of absentee.
3. The rates are inclusive of cost of all materials and tools.
4. In the event of any difference or dispute in connection with the agreement over the right of obligations of the parties, the matter shall be settled by arbitration in accordance with Indian Arbitration Act 1940, and any statutory modifications or re-enactment thereof to the act in jurisdiction of Bangalore court.
5. In the event of breach of the aforesaid Terms & Conditions, NABARD shall be at liberty to terminate the contract summarily giving one month notice in the event of which you shall not be entitled for any compensation whatsoever.
6. The contractor will be responsible for compliance to all statutory provisions which may be applicable, if any, viz. ESIC, Provident Fund, minimum wages, accident / death insurance, license etc. for coverage the employee under his charge.
7. In the event of gardener not attending to a specific item of work required under the contract, pro-rata amount will be deducted from contractor's bills.
8. The Party shall observe all the necessary safety precautions for the safety of the labour and the employees of NABARD during execution of works. The Party would be responsible for the safety of person employed by the Party as also the safety of employees of NABARD.

Details of the Bank Account

Name of the Firm/ Agency/Contractor	
Category (Individual/partnership/proprietor/company etc.)	
Name of the Account Holder	
Registered Address of the Firm	
Name of the Bank's branch and Address	
Bank's Code and Branch's Code	
IFSC Code of the Bank's Branch	
Type of Account(Current/Saving/Cash credit)	
Account Number	
PAN Number	
Service Tax Registration Number	
TAN Number	
Other details if any	

Please enclose:

- i. A copy of cancelled cheque of the bank account,
- ii. A copy of PAN card.

(Signature and Full Name of the authorized person with seal on behalf of Firm/Agency/Contractor)

Place:

Date:

QUOTE

Rate Quoted for the ANNUAL MAINTENANCE CONTRACT FOR GARDENING IN OFFICE PREMISES of NABARD located at No. 46, NABARD Towers, Kempegowda Road, Bangalore 560009 as per the details indicated from Sl. No. 01 to 05 under Bill of Quantities is Rs_____per month plus taxes as applicable.

The bank shall place the orders separately with the contractor for the indoor plants / Small pot / Big pot as per the requirement / need, as and when it arises.

Signature:-

(Of the person authorised to make the quote)

Name of the person authorised to make the quote:-

Company Stamp or Seal:-

Bill of Quantities – Annual Maintenance Contract of Gardening in Office Premises

Sl. No.	Item Description	Unit	Quantity	Rate per month (in Rs.)	Amount (in Rs.)
1	Maintenance of existing potted plants as mentioned under scope of work	LS	---		
2	Maintenance of Lawn etc as mentioned under scope of work	LS	---		
3	Maintenance of Plants & Shrubs as mentioned under scope of work	LS	---		
4	Salary of Skilled Gardener – 01 Person	No.	1		
5	Supply of fertilizer, manure, insecticides, etc as mentioned under scope of work	LS	---		
	Total (in figures)				
	Total (in words)				

Place:

Date:

Signature of Applicant with seal