

एनबी.केरल/2915/एसक्यू-14/2023-24
NB. Kerala/2915/SQ-14/2023-24

12 जनवरी 2024
12 January 2024

मेसर्स/ M/s

निविदा आमंत्रित करने की सूचना/ NOTICE INVITING TENDER

महोदय/ Dear Sir

01 अप्रैल 2024 से 31 मार्च 2026 की अवधि के लिए नाबार्ड क्षेत्रीय कार्यालय और नाबार्ड स्टाफ क्वार्टर के लिए बागवानी सेवाएं प्रदान करने के लिए वार्षिक रखरखाव अनुबंध के लिए निविदा/ Tender for Annual Maintenance contract for providing gardening services for NABARD Regional Office and NABARD Staff Quarters for the period 01st April 2024 to 31st March 2026

राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड), केरल क्षेत्रीय कार्यालय 01 अप्रैल 2024 से 31 मार्च 2026 की अवधि के लिए नाबार्ड क्षेत्रीय कार्यालय और नाबार्ड स्टाफ क्वार्टर के लिए बागवानी सेवाएं प्रदान करने के लिए वार्षिक रखरखाव अनुबंध प्रदान करने का इरादा रखता है। इसके लिए तकनीकी-वाणिज्यिक पहलुओं और प्रतिस्पर्धी दरों के संबंध में जीईएम यानी तकनीकी योग्यता के तहत दो चरण-बोली प्रक्रिया का पालन किया जा रहा है। निविदा दस्तावेज 12 जनवरी 2024 से निविदा कॉलम के तहत हमारी वेबसाइट www.nabard.org से भी डाउनलोड किए जा सकते हैं। जीईएम पर पंजीकृत ठेकेदार केवल आवेदन कर सकते हैं।

National Bank for Agriculture and Rural Development (NABARD), Kerala Regional Office intends to award the **Annual Maintenance contract for providing gardening services for NABARD Regional Office for the period 01st April 2024 to 31st March 2026**. For this, a two stage-bidding process under GeM i.e. Technical Qualification with respect to Techno-Commercial aspects, and Competitive Rates is being followed. Tender documents can also be downloaded from our website www.nabard.org under the tender column from 12 January 2024. Contractors registered on GeM may only apply.

- 1) राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) का केरल क्षेत्रीय कार्यालय पुन्नान रोड, स्टैच्यू, तिरुवनंतपुरम - 695001 में है। निविदा में अपेक्षित जनशक्ति की कुल संख्या और प्रदान की जाने वाली सेवाओं का अलग से विवरण दिया गया है। बोलीदाताओं को सलाह दी जाती है कि वे दरों का उल्लेख करने से पहले निविदा दस्तावेजों को ध्यान से देखें। बोलीदाताओं को सलाह दी जाती है कि वे स्थल का दौरा करें, मौजूदा स्थितियों का सर्वेक्षण करें ताकि किए जाने वाले कार्यों की

प्रकृति और कार्यक्षेत्र से स्वयं को परिचित किया जा सके और अपनी दरों का उल्लेख करने से पहले नाबाई से आवश्यकतानुसार सभी स्पष्टीकरण प्राप्त कर सकें।

National Bank for Agriculture and Rural Development (NABARD) has its Kerala Regional Office at Punnen Road, Statue, Thiruvananthapuram – 695001. The total number of required manpower and the services to be provided are detailed separately in the tender.

Bidders are advised to go through the tender documents carefully before quoting the rates. The Bidders are advised to visit the site, conduct survey of the existing conditions so as to familiarize themselves with the nature and scope of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.

- 2) निविदाएं केवल जीईएम पर लागू की जाएंगी। निविदा के भाग-I (तकनीकी योग्यता बोली) में तकनीकी योग्यता बोली, जेम को ईएमडी जमा करने के प्रमाण और निर्धारित निविदा दस्तावेज में नियम और शर्तें शामिल होंगी। निविदा के भाग-II में जीईएम में निर्धारित प्रारूप में केवल वित्तीय बोली होगी। वित्तीय बोली में कोई अन्य नियम और शर्तें नहीं होनी चाहिए। यदि निविदा दस्तावेज में कोई नियम और शर्तें निर्धारित की जाती हैं, तो निविदा को सरसरी तौर पर अस्वीकार कर दिया जाएगा।

Tenders will be applied on GeM only. The PART-I (Technical Qualification Bid) of the tender shall contain Technical Qualification bid, along with proof of having submitted EMD to GeM, and terms & conditions in prescribed tender document. The PART- II of the tender shall contain only the financial bid in the prescribed format in GeM. No other terms & conditions should be there in the financial bid. If any terms & Conditions are stipulated in the tender document, the tender shall summarily be rejected.

- 3) निविदा का भाग-1 (तकनीकी योग्यता बोली) सबसे पहले 01st **February 2024** को जीईएम प्रक्रिया के अनुसार खोला जाएगा। तकनीकी योग्यता बोली/निविदा के आधार पर, पात्र बोलीदाताओं की प्रतिस्पर्धी दरों के लिए वित्तीय बोलियां (भाग-II) केवल खोली/विचार की जाएंगी।

The PART-I (Technical Qualification Bid) of the tender shall be opened first on 01st **February 2024** as per GeM procedure. Based on the Technical Qualification bid/tender, the financial bids (Part-II) for competitive rates of eligible bidders will only be opened/considered.

- 4) नाबाई किसी भी निविदा को पूरी तरह से या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है और नाबाई की ओर से सबसे कम (एल 1) या किसी भी निविदा को स्वीकार करना बाध्यकारी नहीं है।

NABARD reserves the right to accept or reject any tender, in whole or in part and it is not binding on the part of the NABARD to accept the lowest (L1) or any tender.

- 5) निविदाएं, जो नाबाई की सभी या किन्हीं शर्तों को पूरा नहीं करती हैं या किसी भी प्रकार से अधूरी हैं और नाबाई द्वारा निर्दिष्ट शर्तों के अलावा बोलीदाता की अपनी शर्तों के साथ निविदाएं अस्वीकृत की जा सकती हैं, उन्हें अस्वीकार कर दिया जाएगा।

Tenders, which do not fulfil all or any of the NABARD's conditions or are incomplete in any respect and tenders with the Bidder's own conditions other than those specified by NABARD, are liable to be rejected.

- 6) निविदा दस्तावेजों में कोई विसंगतियां, चूक, अस्पष्टता, यदि कोई हो, या उनके अर्थ के बारे में कोई संदेह, "मुख्य महाप्रबंधक, राष्ट्रीय कृषि और ग्रामीण विकास बैंक, केरल क्षेत्रीय पुननेन रोड, प्रतिमा, तिरुवनंतपुरम - 695001" को लिखित रूप में सूचित किया जाना चाहिए, जो इसकी समीक्षा करेंगे और मांगी गई जानकारी यदि स्पष्ट रूप से इंगित या निर्दिष्ट नहीं है, तो मांगी गई जानकारी की समीक्षा करेंगे। नाबाई उन सभी बोलीदाताओं को स्पष्टीकरण जारी करेगा जो अनुबंध दस्तावेज का हिस्सा बन जाएंगे। निविदा प्रस्तुत करने की तारीख से तीन कार्य दिवसों से पहले निविदा दस्तावेजों में विसंगतियों, चूक, अस्पष्टता या उनके अर्थ के बारे में किसी भी संदेह को नाबाई के ध्यान में नहीं लाया जाता है तो नाबाई जिम्मेदार नहीं होगा. बोली लगाने वाले का केरल में पंजीकृत कार्यालय होना चाहिए।

Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the "The Chief General Manager, National Bank for Agriculture and Rural Development, Kerala Regional at Punnen Road, Statue, Thiruvananthapuram – 695001" who will review the same and information sought if not clearly indicated or specified, NABARD will issue clarifications to all the Bidders which will become part of the Contract Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the date of submission of the Tender. The bidder must have registered office in Kerala.

- 7) बोलीदाता को 12223/- रुपये की राशि सीधे जेम खाते में जमा करके अग्रिम राशि जमा (ईएमडी) जमा करनी होगी। जीईएम द्वारा सफल बोलीदाताओं को काम सौंपे जाने के बाद असफल बोलीदाताओं

के ईएमडी को वापस कर दिया जाएगा। एमएसएमई और अन्य पात्र संगठनों को प्रमाण प्रस्तुत करने पर प्रचलित सरकारी निर्देशों के अनुसार छूट दी जाएगी।

The Bidder shall deposit Earnest Money Deposit (EMD) amounting to ₹12223/- (Rupees Twelve thousand two hundred and twenty three only), by directly crediting the amount in GeM Account. EMD of unsuccessful bidders would be refunded after the award of work to the successful bidders by GeM. MSME and other eligible organizations will be exempt as per prevailing Govt. instructions upon submission of proof.

- 8) प्रस्ताव की वैधता मूल्य बोली खोलने की तारीख से 90 दिनों की होनी चाहिए। हालांकि, सफल बोलीदाता द्वारा उद्धृत दरें अनुबंध अवधि के अंत तक यानी 31 मार्च 2026 तक दृढ़ रहेंगी, सिवाय इसके कि न्यूनतम मजदूरी संशोधित की जाती है और अनुबंध दरें संशोधित न्यूनतम मजदूरी दरों या जीएसटी / वैधानिक करों में परिवर्तन से अलग होती हैं और निविदा में कहीं और उल्लिखित अन्य नियमों और शर्तों के अधीन होती हैं।

Validity of offer should be 90 days from the date of opening of price bids. However, the rates quoted by the successful bidder would remain firm until the end of the contract period i.e. up to **31st March 2026** except only if the minimum wages are revised and contract rates are different from the revised minimum wage rates or change in GST / statutory taxes and subject to other terms & conditions mentioned elsewhere in the tender.

- 9) बोलीदाताओं द्वारा उद्धृत किया जाने वाला न्यूनतम सेवा शुल्क 3.85% है। 3.85% से कम सेवा शुल्क का उल्लेख करने वाले बोलीदाताओं को अस्वीकार कर दिया जाएगा।

The **minimum Service charge to be quoted by bidders is 3.85 % an maximum 7%**. Bidders quoting service charges less than 3.85 % and more than 7% will be rejected.

- 10) निविदा आमंत्रित करने संबंधी यह सूचना (एनआईटी) भी निविदा दस्तावेज का हिस्सा होगी। इस निविदा दस्तावेज और जीईएम पोर्टल के नियमों / प्रावधानों के बीच विरोधाभास के मामले में, हमारे निविदा दस्तावेज में दिए गए नियमों / प्रावधानों को प्राथमिकता दी जाएगी। बोलीदाताओं को निविदा के सभी प्रासंगिक दस्तावेजों पर हस्ताक्षर करने और जीईएम पोर्टल (अतिरिक्त विवरण लिंक) में अपलोड करने की आवश्यकता होती है।

This Notice Inviting Tender (NIT) shall also form part of the Tender Document. In case of contradiction between the rules / provisions of this tender document and those of GeM portal, preference shall be given to the rules / provisions given in our tender document. The bidders are required to sign all the relevant documents of the tender and upload in the GeM portal in additional details link.

भवदीय/Yours Faithfully,



(सजीव एस/ Sajeev S)

उप महाप्रबंधक/ Deputy General Manager

FORM OF TENDER

Tender for Annual Maintenance contract for providing gardening services for NABARD Regional Office for the period 01st April 2024 to 31st March 2026.

Please Note: Works/Work here and elsewhere in the tender shall mean **Annual Maintenance contract for providing gardening services for NABARD Regional Office for the period 01st April 2024 to 31st March 2026.**

The Chief General Manager,
National Bank for Agriculture and Rural Development,
Kerala Regional Office,
Punnen Road,
Statue,
Thiruvananthapuram-695001

Dear Sir

1. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said conditions of the Contract Agreement annexed thereto.
2. Our Bankers are: (i.)

(ii.)

3. Address of the firm :

Tel. No:

Fax:

Email:

Mobile No(s):

i) _____ ii) _____

Name of the person(s) authorised to sign the contract

i) _____ ii) _____

iii) _____

4. Name of the partner(s) of the firm authorised to sign the contract

i) _____ ii) _____

iii) _____

5. The names of the Partners/Directors of our firm are

i) _____ ii) _____

iii) _____

6. I / We have examined and understood the Scope of Works and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the tender invited by you.

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

8. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the rates quoted by me / us in the attached Financial Bid in all respects as per the Terms & Conditions and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.

9. I / We agree to pay all Government (Central and State) Taxes such as trade tax, Excise Duty, Octroi, GST, Income etc. as applicable and other taxes prevailing from time to time and the rates quoted by us in the tender are inclusive of the same.

10. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates or any other reasons whatsoever during currency of the contract period (i.e. up to 31st March 2026) except only if the minimum wages are revised and contract rates are lower than the revised minimum wage rates or change of GST.

11. I / We have already executed pre-bid pre-contract Integrity Pact as per the proforma given in the tender document (as per relevant stamp act of the state).

i) _____ ii) _____

iii) _____

**NAME OF THE PERSON(S) AUTHORISED TO SIGN
AND SUBMIT THE TENDER**

Documentary proof in respect of Letter of Authority / Power of Attorney enclosed along with the Tender.

YOURS FAITHFULLY

(SIGNATURE OF THE BIDDER with Seal)

**NAME AND ADDRESS OF THE BIDDER
AND SEAL**

**DATE:
PLACE**

**INSTRUCTIONS TO THE BIDDERS FOR FURNISHING INFORMATION AS
A PART OF PRE-TENDER QUALIFICATIONS ELIGIBILITY CRITERIA**

1. The work involved is **Tender for Annual Maintenance contract for providing gardening services for NABARD Regional Office for the period 01st April 2024 to 31st March 2026**. Scope of work and services to be provided are indicated in the “**Scope of Work**” of this tender. *The Bidders are advised to visit all the sites, conduct survey of the existing arrangements to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.*
2. The contractors should have experience of similar works during the last **7 years** (ending 31.03.2023) and who fulfill the following criteria are eligible to tender: -
 - a) Should have carried out **minimum 1 similar work** with Govt/PSUs during last 3 years (ending 31.03.2023) with contract value (costing individually) not less than **₹4.88 lakh**.
 - OR
 - b) Should have carried out **minimum 2 similar works** with Govt/PSUs during last 3 years (ending 31.03.2023) with contract value (costing individually) not less than **₹3.05 lakh**.
 - OR
 - c) Should have carried out **minimum 3 similar works** with Govt/PSUs during last 3 years (ending 31.03.2023) with annual contract value (costing individually) not less than **₹2.44 lakh**.
 - d) The Bidders should have average Annual Turnover of **₹1.83 lakh** each year during the last three years ending 31 March 2023 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.
 - e) MSME is exempted from the pre-qualification criteria
3. The Bidders should have applicable registrations (PAN, TIN, TAN, GST, ESI, EPF, PSARA etc.) supported with documentary evidence and licenses, permissions, approvals issued by appropriate authorities such as Labour enforcement and other statutory authorities, wherever applicable and furnish copies of the same with tender

(with the Pre-Qualifying Bid).

4. Agency should have a valid license/registration as per GOI instructions or from any other competent authority to operate a manpower agency in the State of Kerala and similarly registration with appropriate competent authority. Bidders to note that copies of licenses and registration are to be submitted with the Pre- Qualifying bid i.e. Part I. Tenders without required documents will be summarily rejected. The agency should mandatorily have a registered office in Kerala
5. Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
6. Contractors should be registered under ESI and EPF act and should have a valid PF code number and all the employees of the contractor to be deployed by them should be enrolled as member of EPF and should have a PF number. Documents relating to the same i.e. ESI & EPF should be submitted in the Technical Qualification bid i.e. Part-I of the tender in the additional details link on GeM portal.
7. **Should have an registered office in Kerala (Supporting document of registered office to be submitted).** Bidders are requested to submit the following documents in **PART - I** (Technical bid) for examining their qualification/suitability. Opening of **PART - II** (Financial Bid) will be subject to satisfying the prescribed eligibility criteria: -
8. Copies of Work Orders and Satisfactory Service Certificates from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies, etc. **during the last seven years.** “Similar Works” means experience in executing Annual Maintenance contract for providing **gardening services** in similar Government / PSUs / Public Sector Banks / Autonomous Bodies, etc. **having registered office or such similar setup in India.**
9. IT returns of last three consecutive financial years – 2020-21, 2021-22 & 2022-23.
10. References of clients / particulars of bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executives / officials.
11. Intending Bidders are required to submit their full bio-data giving details about their organisation, experience, personnel in their organisation, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed statement which will be kept confidential.
12. The Contractor should arrange to obtain necessary insurance cover i.e. (i) Workmen

- Compensation policy and (ii) Contractors All Risk Policy (CAR policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD immediately after award of work. The CAR policies are required to be at least for 1.25 times of the contract value.
13. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of Bidders to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.
 14. If required, the Bank will obtain reports on past performance of the Bidder from his clients and bankers and evaluate the said reports before opening of the PART-II (Financial Bid) of the tenders. If any Bidder 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, the Bank reserves the right to reject his offer even after qualifying the PART-I (Technical Qualification Bid) of the tender and PART-II of the tender will be rejected. The Bank is not bound to assign any reason for rejecting the tender.
 15. After scrutiny of Part-I (Technical Qualification Bid), if any of the Bidders is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further and will be rejected.
 16. Applications containing false and/or inadequate information are liable for rejection.
 17. While filling up the application with regard to the list of important projects completed or on hand, the applicants shall only include those works which individually cost not less than the specified amount.
 18. Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, Kerala Regional Office, at Punnam Road, Statue, Thiruvananthapuram – 695001.

I/We have read and understood the instructions contained herein above and are acceptable to us.

Date:

Place:

Address

Signature of the Bidder with seal

INSTRUCTIONS TO THE BIDDER

1. All the pages of the Tender Document shall be signed by the Bidder.
 2. NABARD takes no responsibility for delay / loss in non-receipt of Tender Documents.
 3. EMD amount of ₹ 12223/- is to be remitted to GeM in their listed banks and the same will be reimbursed to the unsuccessful bidders by GeM.
 4. “Retention Money Deposit” i.e. RMD of 5% of accepted value of the tender (annual charges) shall be directly credited to our current account (details given above in below) by the successful Bidder within 15 days of intimation to him of acceptance of tender. The RMD will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work. This forfeiture is independent of the liquidated damages provided for in the Contract.
 5. The RMD will be released after 60 days from the expiry of the satisfactory AMC period and will not bear any interest.
 6. The Tender / Quotation shall be submitted as per procedure of GeM as PART-I (Pre- qualification Bid) and PART-II (Financial Bid) as the case may be, should be submitted in the GeM portal.
 7. Bids submitted by unauthorized agents and FAX / Posts shall not be entertained.
 8. Bidders are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NABARD before quoting the rates.
 9. If last date of receipt of Tender / Quotation and opening date is a holiday, then submission and opening of Tenders / Quotations shall be shifted to next working day without any change of time and venue.
 10. The Bidders should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviatonal Tenders may be rejected without making any reference to the Bidders.
 11. **No Bidder will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted. In case any Bidder withdraws his/her tender during the validity period or is subsequently found to have sublet the same, the EMD amount received from such Bidders shall be forfeited.**
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12. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, in such case the amount given in words will be considered final.

13. Notwithstanding anything stated above, NABARD reserves the right to assess the Bidders capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.

DECLARATION BY THE BIDDER

1. I/we hereby declare that I/we have read and understood the General instructions, General conditions of Contract, detailed specifications and the conditions of work, etc. and hereby agree to abide by them.

2. I/we hereby confirm that the tender shall remain in force and valid for acceptance for a period of not less than 90 (ninety) days from the date of opening of the financial bid.

3. I/we also note that any additions, clarifications, etc. which we would like to bring to your attention are put in a separate sealed covering letter. I/we have ensured that only relevant entries asked for are made in the tender documents. Entries other than the relevant entry shall make the tender invalid.

4. I/we hereby confirm we will abide by the minimum wages Act as per Govt. orders revised from time to time.

DATE :

SEAL & SIGNATURE OF THE BIDDER

PLACE:

GENERAL INSTRUCTIONS TO THE CONTRACTORS
AND GENERAL CONDITIONS OF CONTRACT

1. Bidders are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. Quoted Service Charges should be workable and reasonable and should include the following
 - a) Incidental and all overheads and profits.
 - b) Service Charge quoted should **include all Taxes** (Goods and Service Tax, VAT, IT, WCT etc.), Duties, Octroi, Levies, Wages as per relevant Act, Service Charges etc. as applicable and should be firm for the entire Contract period. Under any circumstances, no price escalation whatsoever shall be entertained during the contract period except revision in minimum wages & taxes.
 - c) Cost of Uniform.
 - d) Cost of Tools and Machinery
The contractor would be required to furnish an analysis for scrutiny of the Service Charges, as and when called for, by NABARD.
3. If a bidder quotes impracticably low service charges i.e, less than or equal to **3.85%** and not more than 7%, the bid shall be treated unresponsive and will not be considered for further evaluation and will be disqualified. Service charges should be written in percentage (%) and in figures
4. Monthly payment will be made based on bill submitted by the contractor and certified by the Assistant Care Taker/ Caretaker to the effect that the services are provided as per the contract agreement. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/Caretaker) after completion of the respective work on the formats enclosed / given for respective work and should submit all these with the bill.
5. Separate orders will be issued by NABARD in respect of additional works (if any) which are not covered under the comprehensive monthly charges. The bills for the same are to be submitted within a period of one month after completion of the work. NABARD may reject any claim made after the stipulated period. The bills for the works carried out without proper work slips/ work order will be rejected and no further representation will be entertained.
6. GST-TDS, Income Tax, Works Contract Tax, Goods and Service Tax and other taxes as applicable, will be deducted from total payment due to the Contractors.
7. NABARD will not be under any liability to pay any compensation to the persons deployed by the contractor if they sustain any injury etc., while discharging the duties

in the said premises. The contractor shall get them insured against any liability or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover for his employees at his cost and should be responsible for the safety of persons employed by him. The Contractor shall be fully responsible and shall compensate NABARD in the event of any damage to person or material, injury /damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workforce.

8. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.
9. **The contractor shall deploy such minimum number of qualified and experienced staff as indicated in tender by the contractor, to ensure that the work is attended in time as per the scope of work of the tender, to the satisfaction of NABARD.**
10. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules.
11. The contractor shall pay the personnel deployed in NABARD, their wages in accordance with the minimum Wages Act, 1948 on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed in NABARD. Tenders/bids not complying with the minimum wages payment will be rejected.
12. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/ compensation/absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other act related thereto.
13. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be responsible in any manner in the event of non-compliance with various labour laws in force by the contractor and the onus of compliance lies solely with the contractor. The contractor is advised to maintain attendance register of his staff employed at sites and wage register for

payment (at least minimum wages as per Centre Govt.) with all records up to date as per the labour regulations. The contractor may be asked to submit the monthly payment records to the staff employed by him. The contractor is advised to ensure that the payment is regularly credited to the bank account of the individual staff employed within the time schedule of Labour laws and pay slips for respective payments are duly issued regularly. NABARD may ask for past pay slips and payment records to be submitted along with the monthly bill.

14. The contractor should ensure payments to the employed personnel as per latest Minimum Wages Act and payment of bonus in terms of Bonus Act, 1965. Further, the payment to be disbursed to the contract staffs in the presence of the NABARD's representative on or before seventh (7th) of every month irrespective of the fact that previous monthly bill is paid or not by NABARD.
15. Contractor shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract, if ESI & EPF Act is applicable to the contractor as per law. The rates quoted by the contractor should be inclusive of employer's share of ESI & EPF contributions for this contract. The contractor should submit proof of payment (counterfoils) as and when called for by NABARD towards ESI & PF with monthly bill & other documents such as registration number, photo card etc.
16. The Contractor should be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.
17. The contractor shall ensure regular payment to his staff posted for the captioned work and the payment made to his staff should not be less than the minimum wages notified by the Central Govt. from time to time and make available for inspection of the Bank the relevant records.
18. The manpower deployed by the contractor should be in neat uniform, polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously. No additional payment shall be made if contractor keep more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provision.
19. The manpower deployed by the Contractor should report to site supervisor as per

timings agreed upon and decided by the Bank. A register will be kept at site on all the locations showing attendance on day to day basis and which will be countersigned by the site supervisor at the time when contractor's worker arrives & sign at site. A copy shall be presented along with the Contractor's monthly bill.

20. The Contractor shall abide by all the requirements of maintenance from time to time and shall strictly follow the obligation required by NABARD.
21. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
22. The Contractor or his authorised representative should visit the site frequently as required by NABARD and meet Officials for any clarifications and to receive instructions.
23. The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of NABARD on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients. The contractor shall fully compensate NABARD for such damage/loss. The decision of NABARD in this regard shall be final and binding.
24. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary without any notice.
25. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
26. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
27. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
28. The work should be carried out with least inconvenience to the staff members of NABARD. The workmen employed by the Contractor should abide by the Rules and

Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, wearing of uniforms, interpersonal relation with the staff. The contractor shall provide photo identity card and uniform to its workers including the leave reserves. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.

29. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. The Contractor shall assist NABARD fully in respect of any liaison with the Municipal/Police or any other authority for necessary approval / permission with regard to the AMC works.

30. The Contractor shall provide documentary proof of police verification for each and every personnel deployed with NABARD and replacement, if any, shall also be brought into effect.

31. EXIT:

i) First two months will be on a trial basis. If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 15 days, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period.

ii) The contract is liable for termination by giving one-month notice by the Bank and three months' notice by the contractor.

32. The contractor shall arrange to weekly meeting of all the personnel deployed at NABARD premises.

33. Contractors should provide 2 sets of uniforms and one set of shoes of approved colour every year for the employees deployed in NABARD at his own cost. Uniforms should contain name of the agency. ID card to be provided to staff by contractor.

34. The contractor 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.

35. NABARD will not be responsible for contractor's materials.

36. The contractor shall provide everything necessary for the proper execution of the works.

37. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.

38. No advance payment shall be made. Further, Contractor will not link payment to his manpower with the settlement of bills by NABARD.
39. **VALIDITY OF TENDER:** 90 Days from the date of opening of the Tenders.
40. If in the opinion of NABARD the work done by the contractor is not satisfactory, NABARD may decide depending upon the merit of the work to deduct such amount from the monthly bill amount as it may deem fit.
41. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.
42. Contractor shall extend necessary help to other Contractors engaged by NABARD under separate contract for their respective work.
43. Contractor shall be required to furnish NABARD, as and when required, the following:
- (i) The Power of Attorney, name and signature of his authorized representative, who will be in- charge of execution of this contract.
 - (ii) Registration certificate copies.
 - (iii) Wage Book, Muster Book pertaining to staffs engaged under this contract.
 - (iv) Validity of Insurance Policies, Labour Contract License relating to staff engaged at NABARD site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.
 - (v) Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by him. Any damage caused wilfully or in negligence to the works executed, shall be borne by him. The penalties mentioned in Service Level Agreement (SLA) given in GeM portal shall be applicable.
44. The contractor shall remove from work any worker who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of NABARD.
45. The manpower deployed by the contractor for discharging the contractual obligations under the contract shall be the employees of the contractor. NABARD shall in no way be connected with such manpower and they shall have no claim whatever against NABARD.
46. The Contractor shall at his own cost and expenses provide all the materials, labour, supervision tools, plant apparatus, ladders, trolleys, conveyance, uniforms etc. required for execution of the work covered by this contract to the entire satisfaction of NABARD.

47. Notwithstanding anything contained therein the labourers, workmen, supervisors and other employed persons by the Contractor for the purpose of the works shall for all purposes be regarded as the Contractor's employees. Therefore, neither the contractor nor any of such employees shall have any right to complain or claim against NABARD. NABARD also shall have no concern with them and shall not be liable to make any payment to or any contribution on account of them.
48. a) The tender is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their bids/ offers.
- b) The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.
- c) The purpose of this tender is to provide the bidders with information to assist the formulation of their bids/ proposals. This tender does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and, wherever necessary, may obtain independent advice.
- d) Bank makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.
49. The **contract shall be valid up to two years i.e, 01 April 2024 to 31 March 2026**. The bank also reserves the right/option to **extend the validity of this contract at the same rates for a period of 01 year** and on the same terms and conditions, with consent from the vendor.
- (vi) **Forfeiture clause:** In case of negligence/derelection of duty by contractor's staff, the above contract shall be terminated without giving any notice by the Bank and the security deposit shall be forfeited.

(vii) Recovery of GST-TDS, income tax, education cess, work contract tax, goods and service tax etc. as applicable & in force shall be deducted from the bill during the currency of the contract.

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

DATE:

PLACE:

ADDRESS

Signature of the Bidder

NAME AND SEAL

Scope of work for Garden works

- (1) Periodical inspection at least **once in every month** of all the plants in NABARD premises.
- (2) The plants in all the two premises of NABARD is to be watered at least **once daily**.
- (3) The plants are to be properly pruned **once a month**.
- (4) Manure to be provided for the plants on **quarterly basis**. The cost for the same is to be included in the quoted rate, no extra charges will be entertained.
- (5) Providing the service of gardener as per requirement to attend regular maintenance and replacement of the dried plants in all premises.
- (6) In case any plants dry up or wither away due to improper maintenance the same is to be replaced within 7days of time, failing which the cost of the plant will be deducted from the bills.
- (7) The plants kept inside the premises or in the shade has to be kept in the sun once a week and the rotation should be maintained without fail.
- (8) Any plants that dries up should be brought to the notice of the officer in- charge of the section without fail.
- (9) The Gardening services should be available as and when required by bank.

Place:

Signature of the authorized signatory

Date:

of the contractor / Tenderer

SPECIAL CONDITIONS OF THE CONTRACT

1. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract."
2. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
3. Contractor shall maintain job cards and a proper Record/Register indicating reasons for not attending to any particular work time schedule. The periodicity and expected schedules are given in the scope of work and the amount of deduction/penalty beyond that period for pending work as well as for any substandard work will be as under:

Nature of work	Time of completion	Penalty for delay
All items indicated in scope of works based on their periodicity	As given in scope of works	Rs. 500 per day per pending work

4. **Penalty clause:** In case of absence of workers proportional per day wages pertaining got the absent contract labour will be (minimum specified in the price bid), deducted. The contractor labour will be allowed weekly office on a Sunday. However, if NABARD requires the required manpower needs to be supplied during Sunday also, the expenditure incurred for the same will be paid as per the rate quoted in the tender.
5. If the contractor fails to deploy the number of manpower as required under the agreement / tender and such absence of manpower in each category of workmen exceeds 15% or more of total man days in a month, then a penalty of Rs. 550.00 per day shall be imposed on the contractor for all absent days including 15% of the absences during the month. The amount of penalty shall be adjusted from the amount payable to the contractor and shall not be deducted by the contractor from the wages payable to the workmen.
6. **Additional Penalty:** If the contractor continues to fail to engage sufficient workers and does not show sufficient progress in attending to the works, NABARD may, after issuing written notices, levy additional penalty at its discretion, which will be recovered from the Contractor's bill.
7. In case of emergency work, no extra payment for working in odd hour will be made.
8. The property will be handed over to the Contractor for gardening works on 'as is where is' basis and the contractor shall be required to carry out pending works at his cost and continue to ensure proper service to a reasonably satisfactory level.



9. NABARD reserves the right to change scope of work or the number of labours during the contract period.

Declaration by the Contractor

We / I have read and understood the Scope of Work and special terms and conditions for the Gardening AMC works in the entire Office premises (both inside and outside) and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Further, we / I also declare that no prohibitive things/banned chemicals will be used, which are harmful to human life.

Place:

Date:

(SIGNATURE OF THE TENDERER)

Name:

Seal:

SAFETY CONDITIONS OF THE CONTRACT

As part of the contract, the contractor must satisfy the under-mentioned safety requirements and must ensure at all time that these are followed without any deviation.

A. General

1. Smoking and chewing pan/ tobacco/ gutkha / any other drugs, consumption of alcohol etc. are prohibited in the building.
2. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of his staff in the premises.
3. Staffs will not be allowed to stay overnight in the said premises after their duty hours and they will not be entitled to kitchen/Stay/housing facility in the said premises.
4. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.
5. Penal action will also be taken if the contractor's supervisors and workmen/ work women do not wear the uniforms and photo identity cards issued by the contractor and thus pose a security risk to the safety of the Bank's establishments, its officers and the families of its officers residing in flats. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.
6. An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work.

We/I agree to the safety conditions and to ensure compliance with the same fully.

Signature of the Bidder with seal and date:

SCHEDULE – I
Annexure I
Manpower Requirement

Area /location	Manpower (Unskilled)	Remarks
NABARD Regional Office, Punnen Road, Statue, Thiruvananthapuram	1	Suggested staff strength
Total	1	

(SIGNATURE OF THE TENDERER)

Place:

Name:

Date:

Seal:

Note: All the works indicated above will be from Monday to Saturday. One day weekly off should be given to the staff.

Option Clause: The tender rates shall be fixed and applicable for any **increase up to 100%** in the tendered quantities. The Employer can decrease any quantities to any extent as per requirements and the contractor will be paid the service charge only on the pro-rata basis calculation as indicated in the financial bidding. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account.

Service Level agreement

THIS AGREEMENT is made at Thiruvananthapuram on this day of2023
BETWEEN

National Bank for Agriculture and Rural Development, a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Kerala Regional Office at Punnam Road, Statue, Thiruvananthapuram-695001, herein after referred to as “NABARD” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the ONE PART.

AND

Shri./M/s.....(Individual/Proprietorship/partnership firm/Company) incorporated/registered underAct, or R/o, and having its (place of business or Office) athereinafter referred to as ‘Vendor’ (which expression shall unless repugnant to the context meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS the NABARD is desirous of carrying out the work of **Tender for Annual Maintenance contract for providing gardening services for NABARD Regional Office for the period 01st April 2024 to 31st March 2026** and has caused specifications describing the work to be done and prepared by Kerala Regional Office, NABARD, Thiruvananthapuram.

AND WHEREAS the Vendor has visited the site and fully understood the existing conditions of site for execution of work.

AND WHEREAS the Vendor has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable thereunder (hereinafter referred to as “the said contract amount”).

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

1. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the vendors shall upon and subject to the said conditions annexed, carry out, execute and complete the supply/work shown in the contract, described by or referred to in the schedule of quantities and in the said conditions.
2. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.
3. The Scope of work and all the terms and conditions as enumerated in this tender is part and parcel of this agreement and binding on the parties. The vendor shall ensure that all items of work specified in the scope of work is attended to. In case of difference between the tender document and this agreement, the agreement will prevail.
4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. NABARD reserves to itself the right of altering the nature/quantum of the work by adding to or omitting any items having portions of the same carried out without prejudice to this Contract.

6. The Vendor shall provide to NABARD a security deposit of Rs..... (Rupees Only) (Interest Free).
7. In case of breach of any terms and conditions attached to this contract, the Security Deposit of the Vendor will be liable to be forfeited by NABARD besides annulment of the contract.
8. In case any of the documents furnished by the Vendor is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract.
9. The NABARD shall pay the vendor the said contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
10. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.
11. All payments by the NABARD under this contract will be made only at Thiruvananthapuram.
12. The Vendor shall afford every reasonable facility for carrying out all works of other Contractors employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.
13. The Vendor shall indemnify and keep indemnified, defend and hold good NABARD, its staff and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Vendor or their personnel on account of misconduct, omission and negligence by the Vendor or his staff.
14. The Vendor shall ensure proper conduct of its personnel in NABARD's premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
15. NABARD shall not be responsible for any damages, losses. Claims, financial or other injury to any person/s engaged by Vendor in the course of their performing the functions/works, or for payment towards any compensation.
16. Time shall be considered as the essence of this contract, and the Vendor hereby agrees to commence the work/ job on the next day of receipt of the work order as provided for in the said conditions and to complete the entire work within the time period prescribed below reckoned from the date of receipt of such work order subject nevertheless to the provision for extension of time.
17. NABARD reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
18. **DISPUTE RESOLUTION**
 - (a) In case of dispute regarding the quality of work and product / unsatisfactory services etc., the final authority will rest with the Chief General Manager, NABARD, RO, Thiruvananthapuram and the same will be binding on the Vendor.
 - (b) In the event of any claim, difference, dispute or controversy and questions whatsoever arising between the parties under this agreement and subsequent agreement shall in the first instance, be attempted to be resolved between the parties themselves.
 - (c) If the dispute cannot be resolved through consultations between the Parties within 30 (thirty) days after 1(one) Party has served a written notice on the other Party requesting the commencement of such discussions, any Party may thereafter in writing, demand that the dispute be finally settled by an arbitration comprising of sole arbitrator mutually appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996 or any modifications thereof. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of

the parties to this Agreement and shall have prior experience as Arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Thiruvananthapuram. The language of arbitration shall be English.

(d) The award of the arbitrator/s so appointed shall be final and binding on the parties.

(e) Work under the contract shall be continued by the Vendor during the arbitration proceedings unless otherwise directed in writing by NABARD. No payment due, or payable by NABARD, to the Vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof

19. If the vendor becomes insolvent or found to have offered any bribe in connection with the contract or the Vendor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said security deposit and recover from the Vendor any loss suffered by NABARD on account of the contract being terminated.

20. This agreement is being executed in duplicate, NABARD shall keep the original and the Vendor shall keep the duplicate.

21. The Vendor shall bear the expenses for stamp duty on this agreement for both the original and the duplicate copy.

22. That the several parts of this contract have been read by the Vendor and fully understood by the Vendor.

IN WITNESS WHEREOF the NABARD and Vendor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

IN WITNESS WHEREOF the NABARD has set its hand to these presents through its duly authorized official and the Vendor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

SIGNATURE CLAUSE:

SIGNED AND DELIVERED BY the National Bank for Agriculture and Rural Development by the hand of.....

Signature
Name & Designation

In the presence of.....

Signature
Name & Address

Signed and sealed by the vendor by the Hand of Shri/Smt.and duly constituted attorney. If the Vendor signs under its common seal, the signature clause should tally with the sealing clause in the articles of association. If the vendor is signing by the hand of power of attorney, then whether a company or individual to be specified:

Signature of the Vendor
Name of the authorized official Address:
In presence of Shri/Smt.

Signature
Name & Address

Annexure II
Letter of Indemnity and Undertaking
 (To be submitted by the successful bidder)

To
 The Chief General Manager,
 National Bank for Agriculture and Rural Development
 Kerala Regional Office,
 Punnan Road,
 Statue, Thiruvananthapuram-695001.

Sir

Subject: Letter of Indemnity and Undertaking

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to avail Gardening services at NABARD Kerala Regional Office, Thiruvananthapuram as per this tender and which are hereinafter for brevity sake referred to as Gardening services, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

We, the said _____ (contractor/bidder) hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said _____ (contractor/bidder) hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any third party claims in respect of any damages

or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

Yours faithfully

(Name and Designation) of **Authorized Official**
Signature

PREAMBLE TO SCHEDULE OF QUANTITIES

The Annual Maintenance contract is for providing gardening services for NABARD Regional Office for the period 01st April 2024 to 31st March 2026.

1. Preamble to schedule of quantities form a part of schedule of quantities for contractual purpose and should be studied carefully prior to filling up the schedule of quantities.
2. Schedule of quantities supersedes Technical specifications, General and Particular conditions of Contract in case there are any discrepancies between any of these sections.
3. Items are described to the best possible extent in schedule of quantities. However, should there be any clarifications required about any item, the same should be done by the bidder prior to quoting final rate for a particular item. No claim for any unclear and missing information shall be entertained after opening of the financial bid and also once the contract is awarded.
4. If no rate/amount is mentioned against any of the items in Financial Bid, the same shall be considered to be covered in the quoted items, or the tender may be rejected at the discretion of NABARD.
5. Notes given in the Financial Bid should be read carefully before quoting the rates.
6. All quoted rates shall be inclusive of all taxes including goods and service tax, wages, etc. as per minimum wages Act etc. unless otherwise stated. No other claim whatsoever in this respect shall be entertained.
7. Income Tax, Works Contract Tax or any other Tax as applicable will be deducted from any payment due to the Contractors. The Contractor shall furnish necessary documentary evidence related to PAN and Certificate for Registration under Works Contract Tax/ Goods and Service Tax.

(Name and Designation) of **Authorized Official**
Signature

Penalties

1. If in the opinion of NABARD the work done by the contractor is not satisfactory, NABARD may decide depending upon the merit of the work to deduct such amount from the monthly bill amount as it may deem fit.
2. Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by him. Any damage caused willfully or in negligence to the works executed, shall be borne by him. The penalties mentioned in Service Level Agreement (SLA) given in GeM portal shall be applicable.
3. **Forfeiture clause:** In case of negligence/dereliction of duty by contractor's staff, the above contract shall be terminated without giving any notice by the Bank and the security deposit shall be forfeited.
4. Recovery of GST-TDS, income tax, education cess, work contract tax, goods and service tax etc. as applicable & in force shall be deducted from the bill during the currency of the contract.

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

DATE:

PLACE:

Signature of the Bidder

NAME AND SEAL

Annexure II FINANCIAL BID: (To to be filled)

(Per Month Calculation (26 days) as per applicable category)

To be enclosed with price bid/s only. The filled in Annexure II should be uploaded along with the price bid in the location indicated for the same.

Sl. No.	Description	Details	Unskilled (Rs.)
A	Minimum wages (as per Central Govt. or Kerala State Govt. whichever is higher) inclusive of Special Allowance / VDA.		628
B	Monthly	(A*26 days)	16328
C	EPF	EPF @13% on 'A' (On Max Limit 15000)	1950
D	ESI Contribution	ESI @3.25% on 'A' (On Max Limit 21000)	531
E	Total for 1 Unskilled labour	(B+C+D)	18809
I	Service Charges% on E	
J	Total	E+I	
K	GST	18 % of J	
L	Grand Total	(J + K)	

Note 1: - Rates shall be quoted as “Total Cost per Gardening staff”. GST will be paid as per the prevalent GST rates for the service.

Note 2: - For all calculation, there shall be 26 working days in a month and a year shall comprise of 12 months. The duty hours shall be 08 (Eight) hours per day i.e. as per Central Govt. Minimum Wage Act.

Note 3: - No change shall be allowed in this table.

Note 4: - Sl. No. C, & D above shall be paid as per Central Govt. Acts/Notifications including amendments.

Note 5:-Basic Wages plus VDA at Sl No. A are as per Central Govt. Minimum Wages w.e.f. 01 October 2023 for Gardening works (Skilled and Semi-skilled).

Note 7: - Rates quoted would be applicable for the entire period i.e. up to 31st March 2026. However, revision in rates would be considered only if the minimum wages & taxes are revised.

Note 8:- For Sl. No. (K) of financial bid, Service Charges claimed by contractor should include premium towards insurance cover for the workers employed, premium towards third-party insurance cover, other incidental administrative costs like provision of uniforms to workers, Overhead Profits, TDS deductions, management and supervisory charges including Contractor's Profit, materials required on monthly basis wherever the tender requires the contractor to bear the cost of materials, tools and equipment as per requirement, uniform for labours, other overheads, etc. Contractors are advised to quote service charges after due diligence which should be reasonable and workable.

If a bidder quotes impracticably low service charges i.e. less than or equal to 3.85%, the bid shall be treated unresponsive and will not be considered for further evaluation and will be disqualified. If a bidder quotes impracticably high service charges i.e. more than or equal to 7 % the bid shall be treated unresponsive and will not be considered for further evaluation and will be disqualified. Service charges should be written in % and in figures

Note 9:- VDA=Variable Dearness Allowance, ESI= Employee State Insurance, EPF= Employee Provident Fund, EDLI= Employee Deposit Linked Insurance Scheme.

Date:

Signature of the Bidder with seal

Place:

KYC: Details of Bank Account

1.	Name of the Vendor/Firm	
2.	Name of the Account Holder	
3.	Address of the Vendor/Firm	
4.	Name of the Bank, Branch and Address	
5.	Bank Code and Branch Code	
6.	IFS Code of the Bank Branch	
7.	Type of Account (Saving/Current/Cash Credit)	
8.	Account Number	

Note: Please also enclose a CANCELLED CHEQUE in respect of above account number.

Signature of the Bidder with seal and date: