

01 अगस्त 2024 से 31 जुलाई 2027 के अवधि के लिए नाबार्ड झारखण्ड क्षेत्रीय कार्यालय, राँची और/या नाबार्ड अधिकारी आवास, राँची में बागवानी सेवाएँ प्रदान करने के लिए वार्षिक रखरखाव का संविदा

Annual Maintenance Contract for providing Gardening services in the Office premises of NABARD Jharkhand Regional Office, Ranchi and/or NABARD Officers' Quarters, Ranchi for the period from 01st August 2024 to 31st July 2027

> झारखण्ड क्षेत्रीय कार्यालय पानी टंकी के पास, बरियातु-बूटी रोड राँची-834009

JHARKHAND REGIONAL OFFICE NEAR PHED WATER TANK, BARIATU-BOOTY ROAD RANCHI-834009

## निविदा अनुसूची Tender Schedule

निविदा आमंत्रित करने की तिथि Date of invitation of tender निविदा जमा करने की अंतिम तिथि Last date of submission of tender तकनीकी बीड शुरू करने की तिथि Date of opening of Technical bid वित्तीय बीड शुरू करने की तिथि Date of opening of Financial Bid

16 जुलाई 2024 16 July 2024 26 जुलाई 2024 को अपराह्न 02 बजे 2 PM on 26 July 2024 26 जुलाई 2024 को अपराह्न 03 बजे 3 PM on 26 July 2024 तकनीकी बीड के समापन के पश्चात संपर्क

तकनीकी बीड के समापन के पश्चात संपर्क किया जाएगा Will be communicated on finalisation of Technical bid

## सूचना आमंत्रण निविदा NOTICE INVITING TENDER

Ref. No. NB.JHRO.DPSP/ 20242 /AMC/Gardening services /2024-25 16 June 2024

M/s...

Dear Sir

नाबार्ड कार्यालय परिसर, बरियातु-बूटी रोड, राँची-834009 और/या अधिकारी आवास, सैक्टर -01, नेशनल हाउसिंग कॉम्प्लेक्स,खेलगाँव, राँची-835217 में बागवानी सेवाओं के लिए एएमसी का निविदा Tender for AMC of Gardening services in NABARD's office building at Bariatu-Booty Road, Ranchi-834009 and/or Officers' quarters at Sector-01, National Games Housing Complex, Khelgaon, Ranchi-835217.

- 1. राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) ने (i) बारियाटू-बूटी रोड, रांची-834009 में नाबार्ड के कार्यालय भवन और (ii) सेक्टर-1, राष्ट्रीय खेल आवास परिसर, खेलगाँव, राँची-835217 में अधिकारियों के आवास में बागवानी सेवाओं के ए. एम. सी. के लिए निविदाएं आमंत्रित की हैं। इच्छुक पक्षों से अनुरोध है कि वे उपरोक्त कार्य के लिए बोली को सीलबंद लिफाफे में जमा करें (विस्तृत विनिर्देशों और अन्य आवश्यकताओं के अनुसार जैसा कि इस निविदा दस्तावेज में कहीं और विशेष रूप से उल्लेख किया गया है। बोलीदाता केवल कार्यालय भवन या अधिकारियों के आवास या दोनों के लिए निविदा जमा कर सकते हैं। National Bank for Agriculture and Rural Development (NABARD) invites tenders for AMC of Gardening services in (i)NABARD's office building at Bariatu-Booty Road, Ranchi-834009 and (ii)Officers' quarters at Sector-01, National Games Housing Complex, Khelgaon, Ranchi-835217. Interested parties are requested to submit the Bids in sealed envelope for the aforesaid work (as per detailed specifications and other requirements as mentioned more specifically elsewhere in this tender document). Bidders may submit tender for only Office building or Officers' quarters or for the both.
- 2. इस राष्ट्रीय प्रोद्योगिकी संस्थान (निविदा दस्तावेज) को हमारी वेबसाइट https://www.nabard.org/English/Tenders.aspx के साथ-साथ सी. पी. पी. पोर्टल से मुफ्त में डाउनलोड किया जा सकता है।

This NIT (tender document) can be downloaded free of cost from our website at https://www.nabard.org/English/Tenders.aspx as well as CPP portal.

3. सीलबंद लिफाफों में "बारियाटू-बूटी रोड, रांची-834009 में नाबार्ड के कार्यालय भवन में बागवानी सेवाओं के ए. एम. सी. के लिए और सेक्टर-1, राष्ट्रीय खेल आवास परिसर, खेलगांव, रांची-835217 में अधिकारियों के आवास के लिए निविदा" मुख्य महाप्रबंधक, नाबार्ड, झारखण्ड क्षेत्रीय कार्यालय, पीएचईडी पानी टंकी के पास, बरियातु-बूटी रोड, राँची-834009 को नाम से संबोधित की जाएगी। निविदा जमा करने की अंतिम तिथि 26 जुलाई 2024 है। तकनीकी बोली एवं वित्तीय बोली दो अलग-अलग सील लिफाफों में रखी जायेगी तथा दोनों लिफाफे एक ही लिफाफे में रखकर जमा कराये जायेंगे।

Tenders in sealed envelopes superscribed with "Tender for AMC of Gardening services in NABARD's office building at Bariatu-Booty Road, Ranchi-834009 and Officers' quarters at Sector-01, National Games Housing Complex, Khelgaon, Ranchi-835217" shall be

submitted addressed by name to The Chief General Manager, NABARD, Jharkhand Regional office, Near PHED water Tank, Bariatu-Booty Road, Ranchi-8350093. Last date for the submission of tender is 26 July 2024. Technical bid and Financial bid shall be kept in two separate seal envelopes and both the envelopes shall be put in one single envelope and submitted.

- 4. लिफाफे में होगा
  - क) हर पृष्ठ पर हस्ताक्षर और मुहर के साथ निविदाओं को ठीक से भरा जाए।
  - ख) निविदा पर हस्ताक्षर करने के लिए व्यक्ति को अधिकृत करने वाला पावर ऑफ अटॉर्नी/प्राधिकरण पत्र।

The Envelope shall contain:

Duly filled in tenders with every page signed and stamped.

Power of attorney/authority letter authorizing the person to sign the tender.

5. निविदा में किसी भी प्रकार की कोई शर्त नहीं होगी और किसी भी सशर्त निविदा को अस्वीकार कर दिया जाएगा।

Tender shall not contain any condition whatsoever and any conditional tender shall be rejected.

6. निविदाएं **26 जुलाई 2024** को हमारे कार्यालय में **अपराह्न 3 बजे** बोलीदाताओं के प्रतिनिधियों की उपिथित में खोली जाएंगी, जो भी उपिथित हों। यदि निविदाओं की प्राप्ति या खोलने की अंतिम तिथि नाबार्ड के लिए अवकाश होती है, तो निविदाओं की रसीद और उद्घाटन को समय और स्थान में बदलाव के बिना अगले कार्य दिवस पर स्थानांतिरत कर दिया जाएगा।

Tenders will be opened on **26 July 2024 at 3 PM** in our office in presence of the representatives of the bidders, whoever are present. If the last date of receipt or opening of the tenders happens to be a holiday for NABARD, then the receipt and opening of the tenders shall be shifted to next working day without change of time and venue.

7. केवल उन निविदाकारों की निविदाकारियों पर विचार किया जाएगा, जो इस निविदाकार दस्तावेज़ में कहीं और उल्लिखित पात्रता मानदंडों के अनुसार पात्र पाए गए हैं और जिन्होंने निविदाकार दस्तावेज़ में सभी आवश्यकताओं का पालन किया है। बोली लगाने वालों से अनुरोध है कि वे इस मामले में अपडेट लेने के लिए नियमित रूप से हमारी वेबसाइट देखें।

Tenders of only those tenderers will be considered, who are found to be eligible as per the eligibility criteria mentioned elsewhere in this tender document and who have complied with all the requirements in tender document. Bidders are requested to kindly visit our website regularly for taking the updates in the matter.

8. निविदाएं वैध होंगी और निविदा खुलने की तारीख से 90 दिनों के लिए स्वीकृति के लिए खुली होंगी। यदि निविदाकर्ता उक्त अविध की समाप्ति से पहले अपनी निविदा वापस ले लेता है या निविदा के नियमों और शर्तों में कोई संशोधन करता है जो बैंक को स्वीकार्य नहीं हैं, तो बैंक किसी अन्य अधिकार या उपाय के प्रतिकूल प्रभाव के बिना बकाया राशि को जब्त करने के लिए स्वतंत्र होगा।

The bids shall remain valid and open for acceptance for 90 days from the date of opening of tender. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the Bank, then the bank without prejudice to any other right or remedy will be at liberty to forfeit the earnest money.

- 9. नाबार्ड के पास ऐसा करने का कोई भी कारण बताए बिना किसी भी फर्म/फर्म के किसी भी/सभी निविदाओं को आंशिक या संपूर्ण रूप से स्वीकार या अस्वीकार करने का अधिकार सुरक्षित है। NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm /firms without assigning any reasons for doing so.
- 10. निविदाओं के संबंध में प्रचार करना सख्ती से प्रतिबंधित है और प्रचार का सहारा लेने वाले निविदाकर्ता द्वारा प्रस्तुत निविदाएं अस्वीकृति के लिए उत्तरदायी होंगी। Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection.
- 11. नाबार्ड के पास अपने विवेकाधिकार पर एक से अधिक निविदाकारों को काम को विभाजित करने और वितरित करने का अधिकार भी सुरक्षित है।

NABARD also reserves the right to divide and distribute the work to more than one tenderer at its sole discretion.

12. ई. एम. डी. को समायोजित करने के बाद काम दिए जाने के एक सप्ताह के भीतर स्वीकृत निविदा राशि का 5 प्रतिशत प्रतिभूति जमा नाबार्ड में जमा किया जाएगा। प्रतिभूति जमा ब्याज मुक्त होगी और अनुबंध की समाप्ति पर वापस कर दी जाएगी।

Security deposit shall be deposited with NABARD @ 5 % of the accepted tender amount within one week of award of work after adjusting the EMD. The security deposit shall be interest free and shall be refunded on expiry of the contract.

13. बोलीदाताओं द्वारा ई. एम. डी. का भुगतान निम्नानुसार किया जाना है: i. Rs.6000 /- यदि केवल कार्यालय भवन के लिए उद्धृत किया गया है ii.Rs.5000/- यदि केवल अधिकारियों के आवास के लिए उद्धृत किया गया है iii.Rs.11000/- यदि कार्यालय भवन और अधिकारियों के आवास दोनों के लिए उद्धृत किया गया है

EMD is to be paid by the bidders as under:
i. Rs.6000 /- if quoted for Office building only
ii.Rs.5000/- if quoted for Officers' quarters only

iii.Rs.11000/- if quoted for both office building and officers quarters

- 14. अनुबंध अवधि के दौरान बोलीदाताओं को नाबार्ड के साथ सूचीबद्ध रहना होगा। The empaneled eligible /bonafide bidders shall remain empaneled with NABARD, during the contract period.
- 15. किसी भी स्पष्टीकरण के लिए आप कृपया श्री एस प्रुष्टी , स.म.प्र, को 8850643225 पर संपर्क कर सकते हैं।

For any clarification you may please call Shri S.Prusty, AGM, at 8850643225.

Sd/-

(Preeti R Thomas) Deputy General Manager

## सूचकांक / INDEX

| S. No. | Particulars   | Page No. |
|--------|---|----------|
|        | PART I – (TECHNICAL BID)                                      |          |
| 1      | NIT   | 2        |
| 2      | FORM OF TENDER  | 6        |
| 3      | PRE-QUALIFICATION CRITERIA                                    | 10       |
| 4      | GENERAL CONDITIONS OF CONTRACT                                | 11       |
| 5      | SPECIAL CONDITIONS OF CONTRACT                                | 15       |
| 6      | UNDERTAKING   | 18       |
| 7      | BASIC INFORMATION   | 19       |
| 8      | DECLARATION   | 22       |
| 9      | ANNEXURE A (List of work done in last 3 years)                | 23       |
| 10     | ANNEXURE B (List of technical personnel, qualifications, etc) | 24       |
| 11     | SCOPE OF WORK   | 25       |
| 12     | ARTICLE OF AGREEMENT  | 27       |
|        | PART-II – FINANCIAL BID                                       | 31       |

## निविदा का रूप

मुख्य महाप्रबंधक नाबार्ड, झारखण्ड क्षेत्रीय कार्यालय पी. एच. ई. डी. पानी की टंकी के पास बारियातू-बूटी रोड राँची-835009

आदरणीय महोदय

नाबार्ड कार्यालय परिसर, बरियातु-बूटी रोड, राँची-834009 और/या अधिकारी आवास, सैक्टर -01, नेशनल हाउसिंग कॉम्प्लेक्स,खेलगाँव, राँची-835217 में बागवानी सेवाओं के लिए एएमसी का निविदा

मैंने/हमने ध्यान से देखा है और स्पष्ट रूप से समझा है,साइट पर जाने पश्चात, निविदा दस्तावेज जिसमें निविदा आमंत्रित करने की सूचना, निविदा का प्रपत्र, पूर्व-योग्यता मानदंड, कार्य का दायरा, अनुबंध की सामान्य शर्तें, अनुबंध की विशेष शर्तें और मात्रा की अनुसूची/राशि के बिल शामिल हैं।

मैं/हम इसके द्वारा ज्ञापन में निर्दिष्ट कार्यों को निर्दिष्ट समय के भीतर, वित्तीय/मूल्य बोली में उल्लिखित दरों पर और निविदा के सभी पहलुओं के अनुसार और ऐसी सामग्री के साथ निष्पादित करने का प्रस्ताव करते हैं जो ऐसी शर्तों के अनुसार और अन्य सभी मामलों में प्रदान की जाती हैं जहां तक वे लागू हों।

मैं/हम इसके द्वारा मूल्य बोली में उद्धृत संबंधित दरों पर पूरे या काम के हिस्से (जैसा कि आप चाहते हैं) को निष्पादित करने का कार्य करते हैं।

इस निविदा को स्वीकार किए जाने की स्थिति में मैं/हम आवश्यकता पड़ने पर एक समझौता करने और आपके समझौते के रूप के अनुसार अनुबंध को निष्पादित करने के लिए सहमत हैं।

मैं/हम कार्य आदेश जारी होने की तारीख से एक सप्ताह के भीतर समय सारिणी के अनुसार मात्रा की उक्त अनुसूची में शामिल कार्य को सख्ती से पूरा करने के लिए सहमत हैं।

मैं/हम निविदा में निर्धारित ईएमडी/एसडी जमा करने और समय-समय पर लागू सभी सरकारी करों का भुगतान करने के लिए सहमत हैं।

## ज्ञापन

कार्य का विवरणः बारियाटू-बूटी रोड, रांची-834009 में नाबार्ड के कार्यालय भवन में बागवानी सेवाओं के ए. एम. सी. के लिए निविदा और सेक्टर-1, राष्ट्रीय खेल आवास परिसर, खेलगांव, रांची-835217 में अधिकारियों के आवास

मैं/हम एतद्द्वारा यहाँ संलग्न निविदा के नियमों और शर्तों का पालन करने और उन्हें पूरा करने के लिए सहमत हैं जहाँ तक वे लागू हों।

हमारे बैंकर हैं:

i.

ii.

| हमारी फर्म के भागीदारों के नाम हैं:  |
|--|
| i.<br>ii.  |
| हस्ताक्षर करने के लिए अधिकृत फर्म के भागीदार का नाम या अनुबंध पर हस्ताक्षर करने के लिए पावर ऑफ<br>अटॉर्नी रखने वाले व्यक्ति का नाम (पावर ऑफ अटॉर्नी की प्रमाणित प्रति संलग्न की जानी चाहिए): |
|  |
|  |
| भवदीय  |
| निविदाकर्ता का हस्ताक्षर:  |

#### FORM OF TENDER

The Chief General Manager NABARD, Jharkhand Regional office Near PHED water Tank Bariatu-Booty Road Ranchi-835009

Dear Sir

Tender for AMC of Gardening services in NABARD's office building at Bariatu-Booty Road, Ranchi-834009 and/or Officers' quarters at Sector-01, National Games Housing Complex, Khelgaon, Ranchi-835217

I / We have carefully gone through and clearly understood, after visiting the site, the tender document comprising of the Notice Inviting Tender, Form of Tender, Pre-Qualification Criteria, Scope of Work, General Conditions of Contract, Special Conditions of Contract and Schedule of Quantities/Bill of Quantities.

I/We hereby offer to execute the works specified in the Memorandum within the time specified, at the rates mentioned in the Financial/ Price Bid and in accordance with all aspects of the tender and with such materials as are provided for, by and in all other respect in accordance with such conditions so far as they may be applicable.

I / We do hereby undertake to execute the whole or part of the work (as desired by you) at the respective rates quoted in the Price Bid.

In the event of this Tender being accepted I / we agree to enter into an agreement as and when required and execute the contract according to your Form of Agreement.

I / We further agree to carry out the work included in the said Schedule of Quantities strictly as per the time schedule within one week from the date of issue of work order.

I / We agree to deposit EMD/SD as prescribed in the tender and pay all applicable Government taxes prevailing from time to time.

#### **MEMORANDUM**

Description of work: Tender for AMC of Gardening services in NABARD's office building at Bariatu-Booty Road, Ranchi-834009 and Officers' quarters at Sector-01, National Games Housing Complex, Khelgaon, Ranchi-835217

I/we hereby agree to abide by and fulfill the term and conditions of the tender annexed hereto so far as they may be applicable.

Our Bankers are:

i)

ii)

The names of partners of our firm are:

ii)

iii)

Name of the partner of the firm Authorized to sign:

or

Name of person having Power of Attorney to sign the contract (certified copy of the Power of Attorney should be attached):

Yours faithfully,

Signature of Tenderer

## Minimum Eligibility Criteria for pre-qualification of tenderers

The Bidding Firm/Company:-

- Should have minimum 03 years of experience in carrying out AMC of Gardening works in PSUs/ Govt. Offices / FIs/other reputed pvt. Organisations as on 31 March 2024.
- 2. Should have successfully executed AMC of gardening works in the last 03 years (as on 31.03.2024) as under.
- A. If tender is submitted for both Office building and officers' quarters
  - a. Three similar works valuing not less than Rs.2.7 lakh each per annum or
  - b. Two similar works valuing not less than Rs.3.24 lakh each or
  - c. One similar work valuing not less than Rs.4.32 lakh each.
- B. If tender is submitted for Office building only
  - a. Three similar works valuing not less than Rs.1.2 lakh each per annum or
  - b. Two similar works valuing not less than Rs.1.5 lakh each or
  - c. One similar work valuing not less than Rs.2.4 lakh each.
- C. If tender is submitted for Officer's quarters only
  - a. Three similar works valuing not less than Rs.o.97 lakh each per annum or
  - b. Two similar works valuing not less than Rs.1.44 lakh each or
  - c. One similar work valuing not less than Rs.1.95 lakh each.
  - d. The firm should have experience in landscaping work and relevant document is to be enclosed. The firm should have thorough experience in design and redoing of gardening works.

Note: Certified copies of above work orders should be attached with technical bid as proof and originals may be furnished at the time of technical evaluation.

Above information shall be provided in the format mentioned in relevant annexure. Work Order/Agreement/Completion Certificates issued by the client should be enclosed with this tender and need to be produced in original before NABARD, whenever called for verification purposes.

- 3. 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 three 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.
- 4. Should have annual turnover as under during each of the last three years ending 31 March 2024:
  - a. For only Office building- Rs.3 Lakh
  - b. For only Officers' quarters- Rs.2.44 Lakh
  - c. For both Office building and Officers' quarters- Rs.5.5 Lakh
- 5. The firm should have registered office in Ranchi.
- The firm should have GSTIN and PAN. PAN should have been linked to Aadhar card as applicable.

NOTE: The Technical / PQ bid and Financial Bid should be put in separate envelopes superscribed as technical and financial bid respectively and sealed. The Financial Bid of only those tenders who qualify technical bid / PQ Bid in terms of eligibility criteria will be opened.

#### GENERAL CONDITIONS OF CONTRACT

- 1. NABARD takes no responsibility for delay / loss in non-receipt of Tender Documents.
- 2. All pages of the PQ/Technical bid document should be duly signed and stamped by the authorised signatory of the applicant.
- 3. The employer (NABARD) does not bind itself to accept the lowest or any TENDER, and NABARD reserves its right of accepting the whole or any part of the TENDER and the Bidder shall be bound to perform the same at the rate quoted.
- 4. The Bidder shall quote rates both in figures and words. On check if there are differences between the rates quoted by the Bidder in words and in figures, the rates in words will be considered as final.
- 5. Before quoting, the Bidder shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site and locality including installations of tools and plants (T&P) etc., conditions affecting accommodations and movement of personnel etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.
- 6. All tender paper annexed along with the "Bid" should be serially numbered on the top right hand corner of every page. All pages of the tender document should be duly signed and stamped by the authorized signatory of the applicant.
  - i. Rates of Payment: The rates given in the BOQ tendered by the agency and as accepted by NABARD will form the basis of payment for such items under this contract.
  - ii. No price variation or escalation on any account whatsoever & the compensation for force majeure etc. shall be payable under the contract.
  - iii. Should there arise any items which may be necessary for the smooth completion of work but which does not appear in the Schedule of items, rates and Quantities attached with the Tender, items rate will be fixed by analysis of actual inputs of all types including labour and material.
  - iv. Payment for the work done will be made to the agency only when the formal agreement has been executed between the parties, and as per the Payment Schedule.
  - v. Payment Schedule: Full payment shall be made on monthly basis at the end of each month on satisfactory completion of work. Please note that no advance payment will be made on any account.
- 7. Work Order: Within the validity period of the tender, NABARD shall issue a work order to the successful bidder by registered post or otherwise dispatching at the address of the agency. The work order shall constitute a binding contract between the Employer and the firm/agency.
- 8. Contract Document: On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract, and within seven days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The language in which the contract documents shall be drawn, shall be English.
- 9. Escalation: No escalation and payment due to increase in prices will be made to the agency during currency of the contract.

- 10. The Agency shall supply all plant &tools etc. for satisfactory execution of the work.
- 11. Assignment and subletting: The whole of work included in the contract shall be executed by the agency and it shall not directly entrust and engage or indirectly transfer assign or sublet the contract or any part or share thereof or interest therein.
- 12. Permits, Laws and Regulations: Permits and licenses required for execution of the work shall be obtained by the agency. The agency shall strictly adhere to all prevailing labour laws inclusive of Contract Labour (Regulation and Abolition Act of 1970) and other safety regulations. The contractor/agency shall comply with the provisions of all labour legislations including the latest requirements of all the Acts, laws, and any other regulations that are applicable to the execution of the work.
- 13. Time period- The AMC shall be executed for a period of three years commencing from 01 August 2024 to 31 July 2027. The AMC will be reviewed annually and shall be continued subject to satisfactory performance.
- 14. 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.
- 15. 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.
- 16. 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.
- 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.
- 19. The manpower deployed by the Contractor should report to site supervisor as per timings agreed upon and decided by the Bank.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. If any dispute arises on any matter concerning this Contract, the same will be settled mutually, otherwise it shall be referred to Arbitration & reconciliation act 1996.
- 25. 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. The work should be carried out with least inconvenience to the staff members of NABARD.
- 26. 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.
- 27. Settlement of Disputes and Arbitration: All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution thereof of this contract or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the consultant a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed from the following categories of Arbitrators":-

- a. Retired High Court/Supreme Court Judge who have experience in handling Arbitration Cases.
- b. Member of Council of Arbitrators
- c. Fellow of the Institution of Engineers.
- d. Eminent Retired Chief Engineer from State/Central PWD/Public Sector Undertaking of good reputation and integrity.
- e. Fellow of Indian Institute of Consultants

The consultant shall on receipt of the names as aforesaid, select any one of the person's name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the consultant fails to communicate such selection as provided above within the period specified, the Employer should make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the consultant the panel of three names as aforesaid within the period specified, the consultant shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. If the Employer fails to select a person and appoint him as the Arbitrator within 30 days of receipt of the panel and inform the consultant accordingly, the consultant shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and

communicate his name to the Employer. The Employer shall on receipt appoint one of them as the Arbitrator.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another Sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the consultant shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, extend the time for making and publishing the award.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such a place as may be fixed by the Arbitrator at his Sole discretion.

The award of the Arbitrator shall be final and binding on the both the parties.

Subject to the aforesaid provisions to the Arbitration Act. 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceedings under this clause.

The Employer and the consultant hereby also agree that arbitration under clause shall be condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

- 28. All the workmen deployed under the contract should have valid Identity Card issued by the Agency and should be in proper uniform having Agency/Firm/ Company's Name & Logo, embossed/embroidered on it.
- 29. 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 firm will take suitable insurance at its cost in lieu of the same.

#### 30. Penalty Clause

- i. Non-rectification of the faults coming under the scope of work and terms and conditions of the contract will entitle the bank to get the job done from any other vendor at the risk and cost of the successful tenderer. The decision of NABARD in this regard will be final and binding on the contractor.
- ii. In case of non-compliance of contract obligations and also in case of any damages, breakage and loss or theft to the building fittings, assets and equipment attributable to staff or labor deployed by the contractor, the contractor will be responsible for repairing / replacing the same at his cost failing which the actual cost incurred towards repair/replacement shall be recovered from the agency.
- iii. In the event of any accident/ damage etc. caused due to negligence of staff deployed will be debited to the inefficiency of the contractor and he has to make good the loss.
- iv. In the event of contractor not attending to a specific item of work required under the contract, pro-rata amount will be deducted from contractor's bills.
- v. The firm will set right the defects brought to his notice in time. The firm will carry out any works assigned to them within the prescribed time period. An amount of Rs.200 per day shall be deducted for delay in completion of the work beyond completion period.

#### SPECIAL CONDITIONS OF CONTRACT

- 1. The rates quoted by the Agency shall be inclusive of all taxes, levies, transportation, insurance etc. (all inclusive).
- 2. Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
- 3. EMD amount of Rs.11,000/- is to be submitted to NABARD at the time of submitting the tender, in the following Bank Account as indicated in the "Notice Inviting Tender" depending on the number of works quoted.

| Account name | National Bank for Agriculture and Rural Development |
|--------------|---|
| Bank         | NABARD  |
| Branch       | Head Office, Mumbai                                 |
| A/C No (VAN) | NABADMN38   |
| IFSC         | NBRD0000002   |

- 4. "Retention Money Deposit" i.e. RMD of 5% of accepted value of the tender (annual charges) shall be directly credited to NABARD's current account (details given above) 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.
  - The RMD will be released after 30 days from the expiry of the satisfactory AMC period and will not bear any interest.
- 5. The firm will depute staff at its own cost to ensure that the work is attended in time as per the scope of work of the tender, to the satisfaction of NABARD and no staff shall be provided by NABARD on monthly wages basis except the AMC fees.
- 6. The staff of the agency should follow the security and protocol of NABARD, carry valid I-card and put on uniform of the firm while working in NABARD's premises.
- 7. Monthly payment will be made based on bill submitted by the contractor and certified by the Assistant Caretaker/ Caretaker to the effect that the services are provided as per the contract agreement.
- 8. GST-TDS, IT-TDS, and other taxes as applicable, will be deducted from total payment due to the Contractors.

#### 9. Termination

- i) First three 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) After three months in the contract, the contract is liable for termination by giving one-month notice by the Bank and three months' notice by the contractor.

- 10. 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.
- 11. 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.
- 12. Contractor shall extend necessary help to other Contractors engaged by NABARD under separate contract for their respective work.
- 13. The rates are inclusive of cost of all materials and tools.

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

Seal and signature of the tenderer Date:

#### **SAFETY CODE**

- 1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings materials and cotton wool.
- 2. An injured person shall be taken to a public hospital without loss of time, in case where they injury necessitates hospitalization.
- 3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- 4. No portable single ladder shall be over 8 meters in length. The width between the said rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
- 5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- 6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- 7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- 8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
- 9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
- 10. (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - (ii) Suitable face masks be supplied for use by the workers when paint is applied in the forms of spray or surface having lead paint is being dry rubbed and scraped.
- 11. Hoisting machines and ladder used in the works, including their attachments anchorage and supports shall be in perfect condition.

The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

## UNDERTAKING

The Chief General Manager NABARD, Near PHED water Tank Bariatu-Booty Road Ranchi-835009

| I/We have read the various conditions to PQ/Technical bid atta here to and hereby agree to abide by the said conditions.   | ched           |
|--|----------------|
| I/We offer to do this work of "AMC of Gardening services in NABARD's office building at Bar Booty Road, Ranchi-834009 and Officers' quarters at Sector-01, National Games Hou Complex, Khelgaon, Ranchi-835217 <b>as detailed under scope of work</b> in the event we selected for the work and hereby bind myself/ ourselves to complete the work in all respects | ising<br>e are |
| We agree to the condition that our Financial Bid will be opened only if we qualify as perstipulations in the PQ/Technical bid document.  | : the          |
| I/We also hereby agree to abide by the General & special Conditions of Contract as laid dow NABARD.  | n by           |
|  |                |
| Signature of the bidder/s  |                |
| Address with telephone Number<br>(Complete postal address to be given)   |                |
|  |                |
|  |                |
|  |                |
|  |                |
| Dated:   |                |

## **BASIC INFORMATION**

| I / We  | am / are desirous of participating in              |
|---|--|
|   | i) NABARD's office building at Bariatu-Booty Road, |
| Ranchi-834009 and (ii) Officers' quarters a     | at Sector-01, National Games Housing Complex,      |
| Khelgaon, Ranchi-835217 as detailed under s     | scope of work, and hereby apply for the same. I/we |
| give the following details for your considerati | on:  |

| Sl.<br>No. | Item  | Information to be filled in by applicant     |
|------------|---|--|
| 1.         | Name of the firm  |  |
| 2.         | Full Address  |  |
| 3.         | Telephone Number: Office /<br>Residence   |  |
|            | Mobile Number :   |  |
|            | E-Mail address  |  |
| 4.         | Month and year in which the firm / company was formed / incorporated in present name                          |  |
| 5.         | i. Number of years of experience (relevant Registration certificate/Proof)                                    |  |
|            | ii. Constitution of firm viz.<br>Sole Proprietor, Partnership,<br>Pvt. Ltd., Public Ltd., etc.                |  |
| 6.         | Enclose copy of: Partnership deed, Articles of Association or Affidavit / Registration of sole proprietorship |  |
| 7.         | Annual Turn Over for  | Financial Year Annual Turn-over (In Rs lakh) |
|            | last Three Years  | 2020-2021                                    |
|            | (enclose Audited<br>Balance Sheets to   | 2021-2022                                    |
|            | support figures)  | 2022-2023                                    |

|     | Certificate enclosed for Assessment years               |  |  |  |  |  |  |
|-----|---|--|--|--|--|--|--|
| 9.  | Whether all documents have been submitted as per tender |  |  |  |  |  |  |
| 10. | Any other information the applicant might like to give. |  |  |  |  |  |  |
| 11  | Civil suit / litigation, if any                         |  |  |  |  |  |  |

## **Format of Payment**

| Particulars  | Information to be filled in by applicant |
|--|--|
| Name of the Firm/<br>Agency/Contractor                           |  |
| Category<br>(Individual/partnership/pro<br>prietor/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<br>Code                                 |  |
| IFSC Code of the Bank's<br>Branch                                |  |
| Type of Account (Current/Saving/Cash credit)                     |  |
| Account Number   |  |
| PAN  |  |
| Service Tax Registration<br>Number                               |  |
| GSTIN  |  |
| TAN Number   |  |

| Other details if any |  |
|----------------------|--|
|                      |  |

## **Please enclose:**

- i. A self-attested copy of cancelled cheque of the bank account,
  ii. A self-attested copy of PAN.
  iii. A. self-attested copy of GSTIN.

Place:

Date:

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

\*The bidder has to indicate the details either for Office building or Officers' quarters or for the both.

#### DECLARATION

I/We agree to notify the Officer of National Bank for Agriculture and Rural Development, accepting this application, of any changes in the foregoing particulars as and when they occur and to verify and confirm these.

I / We understand and agree that the competent authority of National Bank for Agriculture and Rural Development has the right as he may decide, not to issue PQ/Technical bid form in any particular case and also to suspend, remove or blacklist my / our name from National Bank for Agriculture and Rural Development's list of firms in the event of my / our submitting non-bonafide PQ/Technical bids, or for technical or other delinquency in regard to which the decision of competent authority of National Bank for Agriculture and Rural Development shall be final and conclusive.

I / We certify that the particulars furnished in the tender are correct and should it be found that I/We have given a false certificate or that if I / We fail to notify the fact of my / our subsequent amalgamation with another firm, the National Bank for Agriculture and Rural Development may remove my / our name from the list of firms and any contract that I/We may be holding at the time may be rescinded.

| Seal | l and | signature | $\mathbf{e}$ of the | tenderer |
|------|-------|-----------|---------------------|----------|
|------|-------|-----------|---------------------|----------|

| Date:  |  |
|--------|--|
| Place: |  |

## **Annexure A**

## LIST OF ALL GARDENING AMC WORKS COMPLETED DURING LAST THREE YEARS

| Sr. | Name | Cost | Name                | Full    | Name of | Contact no.  | Email id of the               | AMC p            | eriod | Whether the | Any other                      |
|-----|------|------|---------------------|---------|---------|--|-------------------------------|------------------|-------|-------------|--------------------------------|
| No. |      | of   | Name<br>of<br>owner | address |         | of the<br>contact<br>person of<br>the owner<br>(Mandatory) | contact person<br>(Mandatory) | AMC p Stipulated |       | AMC work    | Any other relevant information |
| 1   | 2    | 3    | 4                   | 5       | 6       | 7  | 8                             | 9                | 10    | 11          | 12                             |
|     |      |      | •                   |         |         |  |                               |                  |       |             |                                |
|     |      |      |                     |         |         |  |                               |                  |       |             |                                |
|     |      |      |                     |         |         |  |                               |                  |       |             |                                |
|     |      |      |                     |         |         |  |                               |                  |       |             |                                |

NOTE: Certificate" from client / owner for each work listed above has been enclosed, bearing above details.

Signature & Seal of the firm

## **Annexure B**

# 1. List of personnel, giving qualifications, experience, including that in the present organization

| Sr. | Name | Qualification | Consultancy | Nature of | Name of the  |            | Special    | Remarks |
|-----|------|---------------|-------------|-----------|--------------|------------|------------|---------|
| No. |      |               | experience  | the work/ | organization | joining    | experience | if any  |
|     |      |               | (year)      | project   | employed     | employment | _          | -       |
|     |      |               |             | handled   | including    |            |            |         |
|     |      |               |             |           | present      |            |            |         |
|     |      |               |             |           | organization |            |            |         |
|     |      |               |             |           |              |            |            |         |
|     |      |               |             |           |              |            |            |         |
|     |      |               |             |           |              |            |            |         |
|     |      |               |             |           |              |            |            |         |
| 1   | 2    | 3             | 4           | 5         | 6            | 7          | 8          | 9       |
|     |      |               |             |           |              |            |            |         |
|     |      |               |             |           |              |            |            |         |

## SIGNATURE & SEAL OF APPLICANT

## **KYC: DETAILS**

| 1.  | Name of the vendor / service provider with address |  |
|-----|--|--|
| 4.  | Contact no.  |  |
|     | Email:   |  |
| 6.  | PAN no.  |  |
| 7.  | GST no.  |  |
| 8.  | Bank account no.                                   |  |
| 9.  | Type of account (SB/CC/Current a/c)                |  |
| 10. | Account holder name(s)                             |  |
| 11. | Name of Bank & Branch and address of Bank          |  |
| 12. | IFSC code  |  |

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

Date:

Place : Address :

#### SCOPE OF WORK

- 1. You will engage efficient professional gardener/workmen to ensure that the following works are attended to and executed to the satisfaction of the Bank. Gardener so employed by the Contractor shall report to ACT/CT or DPSP in the office building premises and Officers' quarters.
- 2. (i) The agency will provide potted plants in the office building and carry out maintenance of the same. Tentative requirement is about 170 nos. of potted plants. Replacement will also be done as per requirement.
  - (ii)The firm will provide flower bouquets (approximately two nos. per day) to office as required as per the rate quoted and approved in the tender. The flower bouquets should be fresh, reasonable and of different colours on different days. The instruction of CGM's Secretariat may be sought while supplying the flower bouquets.
  - (iii)The firm will provide seasonal, perennial plants etc. and develop the garden areas in the officers' quarters at Khelgaon to the satisfaction of NABARD. The cost of plants, manure, and soft soil, if required, shall be paid by NABARD. The bidder must maintain the greenery in the quarters throughout the year without any compromise.

The firm will quote separate rates for the above three works in the price bid.

- 3. The agency will carry out the following works:
  - i. Periodical inspection of all the plants in NABARD office building and quarter premises.
  - ii. The plants in all the premises of NABARD to be watered at least once daily.
  - iii. Maintenance of the existing Potted Plants located (a) at the entrance of the building, including the entry staircase and (b) inside the building near the lift on all the floors.
  - iv. The firm will develop a lawn area adjacent to Block-20 and ensure maintenance of lawn areas properly throughout the year at the approved rate.
  - v. Works are to be taken up viz., watering, manuring, pruning of 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.
  - vi. 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.
  - vii. Supply of indoor plants, of the desired varieties, as directed by the bank, as and when required shall be provided in office building and quarters.

viii. Replacing broken pots (both small and big), as and when the same occurs with no extra cost.

ix. In case of damage caused to the plants by rats / insects, the same should be rectified and the complaints written in the complaint register should be attended to as a part of contract.

x. The plants are to be properly pruned every fortnight and the dry plants are to be replaced in all premises.

xi. Manure, soil and new plants in officers' quarters to be provided as per requirement on payment basis by NABARD and when required, about 04 times in a year.

xii. The plants kept inside the premises or in the shade must be kept in the sun once a week and the rotation of the plants should be maintained without fail.

| Place: | Signature of the authorized signatory |
|--------|---------------------------------------|
| Date:  | of the contractor / Tenderer          |

## **AGREEMENT**

| THIS AGREEMENT is made at Ranchi on this da | ay of 20 |
|---|----------|
| 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 Head Office at C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051, having one of its Regional Office at Ranchi 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   |
|---|
| M/s (, irm) incorporated/registered under, and  |
| having its place of business at Ranchi, Jharkhand hereinafter referred to as            |
| 'Agency/Service Provider' (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**

- NABARD is desirous of carrying out Annual maintenance Contract for Gardening Services of Officers' Quarters at National Games Housing Complex, Hotwar, Ranchi (hereinafter referred to as the said NBOQ) for the works specified in the scope of work and NABARD's Office building at Bariatu-Booty Road, Ranchi as per the scope of work and details indicated in the instructions.
- 2. NABARD in consideration of the conditions and convents to be observed by the Agency/Service provider has agreed to permit the Agency/Service provider to carry out maintenance of the Office Premises and allied works as hereinafter set out.

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

- 1. The contract shall commence from ............ and shall continue till ......... unless it is curtailed or terminated by NABARD owning to deficiency of services, sub-standard quality of service, breach of contract, reduction, or cessation of the requirements etc.
- 2. The contract may be extended for further period/s after the expiry of the initial period of one year or, as such extended period as the parties mutually decide. The performance of the firm will be reviewed annually and will be extended/ renewed

- subject to satisfactory performance on the same terms and conditions for a further specific period mutually agreed upon by the parties.
- 3. The compensation for provision of services at NBOQ and office building is as under:
- 4. The compensation shall be payable to the party by NABARD on receipt of the bill within seven days (complete in all respect as specified by NABARD from time to time) for the month for which services have been rendered to the satisfaction of the Bank.
- 5. The Agency/Service provider shall deposit an amount of Rs. ...../- (Rupees Only) (Interest Free) towards security deposit.
- 6. The Scope of work and its terms and conditions as enumerated in attached **Annexure** are part and parcel of this contract and binding on the parties. The Agency/Service provider shall ensure that all items of work specified in the scope of work is attended to.
- 7. The Vendor/Service Provider shall keep and maintain in the said premises a complaint/suggestion register in which complaints and suggestions, if any, could be recorded by the staff of NABARD.
- 8. NABARD shall not be responsible for any damages, losses. Claims, financial or other injury to any person/s engaged by Agency/Service Provider in the course of their performing the functions/works, or for payment towards any compensation.
- 9. The person deployed by the Agency/Service Provider shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular /confirmed employees of NABARD during the currency or after expiry of the contract.
- 10. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Agency/Service Provider shall not be entitled to and will have no claim for any absorption nor for absorption nor for any relaxation for absorption in the regular/otherwise capacity in NABARD.
- 11. The Agency/Service Provider shall comply with the municipal and other laws, obtain license, permission as required under the contract labor laws and cover all the employees under his charges with all statutory requirements like minimum wages, PF, ESIC, etc. The Agency/Service provider shall indemnify and keep indemnified NABARD against any lapse on the Agency/Service provider's in complying with these conditions or any other statutory requirements in connection with the housekeeping work.

- 12. The Agency/Service Provider shall also be liable for all taxes, levies, Cess etc. on account of service rendered by it to NABARD and responsible to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 13. The Agency/Service shall maintain all statutory registers under the applicable law. The Agency/Service Provider shall produce the same, on demand, to NABARD or any other authority under law.
- 14. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the Agency will be liable to be forfeited by NABARD besides annulment of the contract.
- 15. In case any of the documents furnished by the Agency/Service Provider 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.
- 16. The Agency/Service Provider shall not transfer, assign, pledge, or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.
- 17. If the Chief General Manager/OIC 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 Agency/Service provider shall not be entitled to any compensation in the event of such termination. However, in normal course the agreement can be terminated by the Vendor/Service Provider by giving three months' notice and by the Bank by giving one month's notice.

## 18. Dispute Resolution.

- i. Disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement shall be resolved amicably.
- ii. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.
- iii. The venue of the arbitration shall be under the exclusive jurisdiction of the courts at Ranchi only.

- 19. Work under the Agreement shall be continued by Vendor/Service Provider/Service Provider during the arbitration proceedings unless otherwise directed in writing by NABARD. Save as those which are otherwise explicitly provided in the Agreement, no payment due, or payable by NABARD, to Vendor/Service Provider/Service Provider 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.
- 20. The terms and conditions as enumerated in tender is part and parcel of this contract and binding on the parties. The Vendor/Service Provider shall ensure that all items of work specified in the scope of work is attended to.
- 21. This agreement is being executed in duplicate, NABARD shall keep the original and the Agency/Service Provider shall keep the duplicate.
- 22. The Agency/Service Provider shall bear the expenses for stamp duty on this agreement for both the original and the duplicate copy.

In witness whereof the parties hereto, have caused their presence to be signed on the above by their duly authorized officials at the place and on the day, month, and year first herein above written.

Signed, sealed and delivered by Shri

Signed, sealed and delivered by Shri

CGM/GM/DGM For & on behalf of NABARD The duly authorized signatory For & on behalf of the Agency/Service Provider

In the presence of

In the presence of

1.

1.

2.

2.

## PART – II

## **PRICE BID**

## (Office Building)

# AMC of Gardening services in NABARD's office building at Bariatu-Booty Road, Ranchi-834009

| Sl | Work details           | Scope of work         | Qnty | Rate per unit | Total amount in |
|----|------------------------|-----------------------|------|---------------|-----------------|
| No |                        | _                     |      | per month in  | Rs. per month   |
|    |                        |                       |      | Rupees        | _               |
| 1  | Annual Maintenance     | Maintaining the       | 170  | Base rate +   |                 |
|    | Contract for gardening | Potted plants in RO., |      | GST @ %       |                 |
|    | services at NABARD     | Bariatu Rd. including |      | to be         |                 |
|    | Jharkhand Regional     | those are in terrace  |      | indicated     |                 |
|    | Office, Ranchi         | totaling to 170 nos.  |      |               |                 |
|    |                        | plants                |      |               |                 |
| 2  | Annual Maintenance     | Providing flower      | 40   | Base rate +   |                 |
|    | Contract for gardening | bouquet to Senior     |      | GST @ %       |                 |
|    | services at NABARD     | Officers in RO as and |      | to be         |                 |
|    | Jharkhand Regional     |                       |      | indicated     |                 |
|    | Office, Ranchi         | 40 bouquets per       |      |               |                 |
|    |                        | month)                |      |               |                 |
|    | Only rate to be        |                       |      |               |                 |
|    | quoted                 |                       |      |               |                 |
| 3  |                        | Providing 1 ft height |      | Base rate +   |                 |
|    |                        | clay planter as and   |      | GST @ %       |                 |
|    |                        | when required#        |      | to be         |                 |
|    |                        |                       |      | indicated     |                 |
| 4  |                        | Providing 1 ft height |      | Base rate +   |                 |
|    |                        | flowering plant       |      | GST @ %       |                 |
|    |                        |                       |      | to be         |                 |
|    |                        |                       |      | indicated     |                 |

<sup>\*</sup>GST is to be indicated separately against each rate.

| Place: | Signature of the authorized signatory |
|--------|---------------------------------------|
| Date:  | of the contractor / Tenderer          |

<sup>\*\*</sup>The bidder has to quote rate either for only officers' quarters or Office building or for both #The bidder has to indicate only rate. The planters will be the property of the Bank.

## (Officers' Quarters)

## AMC of Gardening services in NABARD's Officers' quarters at Sector-01, National Games Housing Complex, Khelgaon, Ranchi-835217

| SN | Work details   | Scope of work  | Qnty in sqft | Rate per sq<br>ft. per<br>month in<br>Rupees | Total amount per month in Rupees |
|----|--|--|--------------|--|----------------------------------|
| 1  | Annual Maintenance Contract for gardening services at NABARD Officers Quarters, Khelgoan,Ranchi. Jharkhand | Maintenance of<br>Garden in<br>Officers' Quarters,<br>Khelgaon<br>admeasuring<br>4,200 sq.ft. area | 4200 sq.ft   | Base rate + GST @% to be indicated           |                                  |
| 2  | Design and maintaining the lawn  | Rate to be quoted per sqft   | 1200 sq.ft   | Base rate + GST @% to be indicated           |                                  |
|    | Only rate to be quoted   |  |              |  |                                  |
| 1  | Supply of organic<br>manure at<br>NABARD<br>premises   | Rate to be quoted  | 10 Kg        | Base rate + GST @% to be indicated           |                                  |
| 2  | Supply of soft soil<br>at NABARD<br>Premises   | Rate to be quoted  | 10 Kg        | Base rate + GST @ % to be indicated          |                                  |
| 3  | Supply of seasonal<br>flowering plants<br>of one ft height   | Rate to be quoted  | Per unit     | Base rate + GST @ % to be indicated          |                                  |
| 4  | Design and preparation of lawn   | Rate to be quoted<br>per sqft for about<br>1200 Sqft   | 1200 sq.ft   | Base rate + GST @% to be indicated           |                                  |
| 5  |  | Providing 1 ft<br>height clay<br>planter as and<br>when required#                                  |              | Base rate + GST @% to be indicated           |                                  |
| 6  |  | Providing 1 ft<br>height flowering<br>plant  |              | Base rate + GST @% to be indicated           |                                  |

<sup>\*</sup>GST is to be indicated separately against each rate.

| Place: | Signature of the authorized signatory |
|--------|---------------------------------------|
| Date:  | of the contractor / Tenderer          |

<sup>\*\*</sup>The bidder has to quote rate either for only officers' quarters or Office building or for both #The bidder has to indicate only rate. The planters will be the property of the Bank.