



**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT  
(NABARD)**

**NATIONAL BANK STAFF COLLEGE (NBSC), LUCKNOW**

**NOTICE INVITING TENDERS (NIT) FOR HORTICULTURE AND GARDENING  
WORKS**

**NAME OF THE BIDDER** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CALENDAR OF EVENTS:**

- i) Tender document will be available from 04 June 2019**
- ii) Pre Bid meeting – 1100 hrs. on 12 June 2019**
- iii) Submission of Tender by 1400 hrs. on 26 June 2019**
- iv) Opening of Tender (Technical Bid) - 1500 hrs. on 26 June 2019**

**The Principal,  
National Bank Staff College (NBSC)  
Sector-H, LDA Colony  
Kanpur Road, Lucknow-226012**

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## NOTICE INVITING TENDER

Ref No. NB.LKO/ / Gen. Maint. AMC / 2018-19

Dated :

To,

M/s .....

Dear Sir/s,

### **Tender for Annual Maintenance Contract for Providing Horticulture and Gardening Services at NABARD's entire campus at National Bank Staff College (NBSC), Lucknow**

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

NABARD invites sealed tenders for one of its Training Establishments namely National Bank Staff College (hereinafter referred to as "NBSC") situated at Sector- H, LDA Colony, Kanpur Road, Lucknow under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide the required number of trained manpower for providing Horticulture and Gardening Services to its campus situated at the above address which also houses Bankers Institute of Rural Development (BIRD).

The Request for Proposal document will be available from the Office of the Principal, NBSC, Sector- H, LDA Colony, Kanpur Road, Lucknow. The tender document shall be issued by hand from 04 June 2019 to 26 June 2019 between office hours on payment of non-refundable amount of Rs.590/- (Rupees Five Hundred Ninety Only). Tender document can also be downloaded from NABARD's **website: [www.nabard.org](http://www.nabard.org)** and also from NBSC's website: **[www.nbsc.in](http://www.nbsc.in)**. The firms downloading the application form and other documents related to the work from the website will have to pay non-refundable charges of Rs.590/- (Rupees Five Hundred Ninety Only) by directly crediting into our account. Only those sealed cover tenders will be accepted which either would be deposited in the box kept in the office of NBSC, Lucknow for the said purpose or may be sent to this office by registered post/speed post. The tender deposited /received in any other mode like fax, e-mail, courier etc. will not be accepted.

Last date for submission/receipt of tender(s) is 26 June 2019 till 1400 Hrs. and will be opened by the Tender / Local Purchase Committee in the presence of tenderers or their authorized representatives who wish to be present on the same day at 1500 Hrs. in the Office of NBSC. In case, any holiday on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered.

Sd/-

(Shankar Doraiswamy)  
Deputy General Manager,  
National Bank Staff College,  
Lucknow – 226012

## SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be obtained from our office or can be downloaded from
	website: <a href="http://www.nabard.org">www.nabard.org</a> / <a href="http://www.nbsc.in">www.nbsc.in</a>
	From <b>04 June 2019</b>
	To : <b>26 June 2019</b>
Tender Processing Fees	Non-refundable amount of <b>Rs.590/-</b> (Rupees Five Hundred Ninety Only) or the firms downloading the application form and other documents related to the work from the website will have to pay non-refundable charges of <b>Rs.590/-</b> (Rupees Five Hundred Ninety Only) by directly crediting into our account. Account details mentioned below.
Earnest Money Deposit (EMD)	The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 1 Lakh through any of the following instruments: 1) In the form of an Account Payee DD in favour of The Principal, NBSC, Lucknow along with the tender document. 2) The Bid Security may also be directly credited in our Current Account. Account details mentioned below. 3) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
Account Details of National Bank Staff College, Lucknow for payment of Tender Fee and Earnest Money Deposit	Payee Name : National Bank Staff College, Lucknow Current Account No : <b>912020055439842</b> Name of the Bank: <b>Axis Bank Ltd.</b> Address : 25 B, Ashok Marg, Sikandar Bagh Chauraha, Lucknow IFSC Code : <b>UTIB0000053</b>
Pre-Bid meeting	<b>1100 hrs. on 12 June 2019</b>
Last date of submission of Tender	<b>Up to 1400 hrs. on 26 June 2019</b>
Opening of Technical Bids	<b>1500 hrs. on 26 June 2019</b> Authorized representatives of vendors may be present during opening of the Technical Bids. <b>However Technical Bids would be opened even in the absence of any or all of the vendors' representatives.</b>
Opening of Commercial Bids	On a subsequent date, which will be communicated to such bidders who qualify the Eligibility Criteria and Technical Bid.
<b>Contact Details :</b>	

Address for Communication And submission of bid.	National Bank Staff College, 1 <sup>st</sup> floor DPSP Section, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012	
Telephone	Landline	0522 2421065
		0522 2424694

**PART – 1**  
**(TECHNICAL BID)**

## **INSTRUCTIONS TO BIDDERS**

### **1. GENERAL:**

1.1 The present tender is being invited for Horticulture and Gardening Services under which the contractor shall provide uniformed and trained personnel and will use its best endeavours to provide Horticulture and Gardening Services to its entire campus. The detailed SCOPE OF WORK is mentioned at page no. 28 and subsequent.

1.2 The campus houses two institutes – (a) NABARD's training institute namely National Bank Staff College (NBSC) and (b) Bankers' Institute of Rural Development (BIRD). The tender is being floated by NABARD for the above campus. As such wherever services are to be provided for NBSC as mentioned in the running document, the same should also be provided to the other institute, which is Bankers' Institute of Rural Development (BIRD). The rates and service charges should be quoted as one bid. However, as two separate institutes are involved, hence, the successful bidder would be required to execute an agreement with NABARD through Principal, NBSC, wherein BIRD is a confirming party in the agreement and the selected bidder/contractor is required to raise separate bills for both the institutes as described later in this tender document (Item 53.1 on page no. 21).

### **2. ELIGIBLE BIDDERS:**

2.1. Bidder shall be a Professional Contractor (proprietor, firm, company, etc.) with a minimum of 5 years of experience in providing Horticulture and Gardening Services to Institutions/Establishments of Central Government, State Government, Central and State Government Public Sector Undertakings & Educational Institutes, Municipal Corporations. The Contractor's experience period of 5 years shall be reckoned as on 31 March, 2019.

2.2. Bidder shall have a minimum annual turnover of Rs 20 Lakh per year for the last three financial years (i.e. 2015-16, 2016-17 & 2017-18), with the value of single largest contract not less than Rs 50 lakh, duly supported by audited or CA certified statement of accounts. Names and addresses of clients along with details regarding nature, amount and period of the contracts shall be furnished along with Technical Bid (Part-A). Certificates from the clients regarding the value, quality and duration of service rendered during the last five years shall be submitted to corroborate the details mentioned in ANNEXURE-II.

2.3. The bidder shall be based at Lucknow or have a representative establishment at Lucknow (Within Municipal Limits of Lucknow). Bidder must furnish documentary proof for the same.

2.4. Track record of the bidder shall be clean without any involvement in illegal activities or financial frauds. There shall not be any case with the Police/Court/Regulatory authorities against the bidder.

2.5. The bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.

2.6 The bidder must not have been suspended/delisted/blacklisted by any organization, on any grounds.

2.7 The bidder should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof.

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

2.9 The bidder shall have applicable and valid registrations with statutory authorities constituted for Labour welfare and other purposes such as:

(a) Labour License under Uttar Pradesh Shops and Commercial Establishment Act 1962

(b) Labour License under Contract Labour Regulation and Abolition) Act, 1970

(c) ESI

(d) EPF

(e) PAN, TIN, GST, etc. duly supported by copies of certificates of registration.

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

2.11 The bidders shall submit documentary evidence in support of the above eligibility criteria.

2.12 Financial Bids of only those bidders will be opened who will satisfy the conditions of Technical Bids.

### **3. QUALIFICATION OF THE BIDDERS:**

3.1 Pre-contract Integrity Pact as in ANNEXURE-VIII may be filled and submitted along with the Technical Bid, failing which the tender will not be considered.

3.2 The Bidder shall apply only through their authorized signatories.

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

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

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

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

3.4 Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card under the Income Tax Act and also GST registration.

3.5 Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.

3.6 Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the NBSC, Lucknow subsequently finds to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.



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

#### **4. INSTRUCTIONS TO THE BIDDERS FOR FURNISHING INFORMATION AS A PART OF PRE-TENDER QUALIFICATIONS:**

4.1 The work involved is providing Horticulture and Gardening Services to entire Campus.

4.2 Tenderers are requested to enclose the following documents in Envelope containing PART-I (Pre-qualification bid) for examining their qualification/suitability. Opening of Part II (Financial Bid) submitted by a tenderer will be subject to his/her satisfying the eligibility criteria stipulated for PART-I (Pre-qualification bid).

(i) Copies of Work Orders/Completion Certificates (indicating nature of work, contract amount and duration) from clients for having executed/executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Municipal Corporations during the last five years (prior to 31.03.2019). "Similar Works" means experience in executing Maintenance Contracts for Institutions/Establishments of Central Government, State Government, Central and State Government Public Sector Undertakings & Educational Institutes, Municipal Corporations.

(ii) IT returns of last three consecutive years duly certified by a practicing Chartered Accountant.

(iii) References of clients/particulars of bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executives/officials.

(iv) Information in ANNEXURE-I, II & III as per enclosed pro-forma.

4.3 Intending applicants are required to submit their full bio-data giving details about their organisation, experience, technical personnel in their organisation, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed statement which will be kept confidential.

4.4 While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of applicants to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.

4.5 If required, the Bank will obtain reports on past performance of the tenderer from their clients and bankers and evaluate the said reports before opening of the PART-II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after opening of PART-I of the tender and his sealed cover containing PART-II of the tender will be returned to him. The Bank is not bound to assign any reason for rejecting the tender.

4.6 After prima facie scrutiny, if any of the contractors is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further.

4.7 Each page of the application shall be signed. The application shall be signed by person/persons on behalf of the organization having necessary authorization/Power of Attorney to do so.

4.8 If the space in the pro-forma (ANNEXURE-I, II & III) is insufficient for furnishing full details, the information shall be supplemented on separate sheets of paper stating therein the part of the statement and serial number. Separate sheets shall be used for each part.

4.9 Any letter or document accompanying the pre-tender qualification form shall be submitted in duplicate.

4.10 Clarifications, if any required may be obtained from National Bank Staff College.

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

4.12 The envelopes containing Tender/Quotation should be properly sealed, addressed, duly super-scribed as PART-I and PART-II as the case may be, with name of work should be submitted in the prescribed Tender Box in the Office of the Principal, NBSC, Sector-H, LDA Colony, Kanpur Road, Lucknow. The last date of receipt of Tender is 26 June 2019 (before 1400 hours). Tenders will be opened on the same date at 1500 hours or at a later date convenient to NBSC.

4.13 The Bidders should quote their rates by strictly adhering to the guidelines and the terms and conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional/Deviational Tenders may be rejected without making any reference to the Tenderers.

4.14 No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted. In case any tenderer withdraws his/her tender during the validity period, the EMD amount received from such tenderers shall be forfeited.

4.15 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, scrutiny of the tender shall be done as per NBSC's guidelines.

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

4.17 Bidder must sign all pages of the Tender Document along with seal.

## **5. ONE BID PER BIDDER:**

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

## **6. COST OF BID:**

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

## **7. VISIT TO PREMISES AT LUCKNOW:**

The bidder is required to provide services to NBSC, Lucknow and is advised to visit and acquaint himself with the site and operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the campus of the NBSC, Lucknow and is aware of the operational conditions prior to the submission of the tender documents.

## **8. TENDER DOCUMENTS:**

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

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

### **8.2. CLARIFICATION OF TENDER DOCUMENT**

8.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Office of the, NBSC, Lucknow.

8.2.2. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the Office of, NBSC, Lucknow during the pre-bid meeting scheduled on 12 June 2019. Any such clarification, together with all details on which clarification had been sought, may be issued as corrigendum to the tender document.

8.2.3. Except for any such written clarification by the NBSC, Lucknow which is expressly stated to be an addendum to the tender document issued by the Office of The Principal, NBSC, Lucknow (concerned Section), no written or oral communication, presentation or explanation by any other employee of the NBSC, Lucknow shall be taken to bind or fetter the NBSC, Lucknow under the contract.

## **9. PREPARATION OF BIDS:**

### **9.1. Language**

Bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

### **9.2. Documents Comprising the Bid**

Tender document issued for the purposes of tendering as described in Clause 8.1 and any amendments issued shall be deemed as incorporated in the Bid.

9.2.1. The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender.

9.2.2. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

9.2.3. The contractor shall deposit Bid Security (Earnest Money Deposit) as per details mentioned in Clause 9.7 below.

9.2.4. The bid shall be addressed to the Principal, NBSC, Lucknow and submitted in the Office of the Principal, NBSC, Lucknow (concerned Section) at the address given in the Tender document.

9.2.5. The Bidder (each member in case of joint venture/consortium/partnership firms/company) shall furnish the details regarding total number of works, as stated in Clause A.2.2. (a)(b) and (c), completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide Security Services.

### 9.3. BID PRICES:

9.3.1. Bidder shall quote the rates in Indian Rupees / the service charges in percentage terms for the entire contract on a 'single responsibility' basis such that it covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Horticulture and Gardening services at NBSC, Lucknow.

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

9.3.3. Conditional bids/offers will be summarily rejected.

### 9.4. FORM OF BID:

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

### 9.5. Currencies of Bid and Payment:

9.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

### 9.6. Duration of Contract:-

The contract may be valid initially for Twelve (12) months and the Principal, NBSC, Lucknow reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further two (02) years. However, if for any reason the contract is terminated by any of the parties, the contractor shall provide his services till NBSC makes another or alternate arrangement.

### 9.7. BID SECURITY:-

9.7.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 1 Lakh through any of the following instruments:

(a) In the form of an Account Payee DD in favour of The Principal, NBSC, Lucknow along with the tender document.

(b) The Bid Security may also be directly credited in our Current Account, the details of which are:-

Payee Name : National Bank Staff College, Lucknow

Current Account No : 912020055439842

Name of the Bank : Axis Bank Ltd.

Address : 25 B, Ashok Marg, Sikandar Bagh Chauraha,  
Lucknow

IFSC Code : UTIB0000053

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

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

9.7.2. Any Tender not accompanied by Bid Security shall be rejected. No exemption shall be provided to any vendor / supplier including those exempted under any Act / Rule / Regulation from depositing Tender Fee and Earnest Money Deposit.

9.7.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity.

9.7.4. Bid security of the successful bidder shall be returned on receipt of Performance Security by the NBSC, Lucknow and after signing the contract agreement.

9.7.5. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

9.7.6. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the NBSC, Lucknow.

9.8. Format and Signing of Bid:-

9.8.1. The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

9.8.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid. All the pages of the tender document and supporting documents may be serially numbered.

9.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the NBSC, Lucknow, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

## **10. Submission of Bids:-**

10.1.1. The bidder shall submit the Pre-qualification Bid/ Technical Bid in a separate sealed cover and the Financial Bid in another sealed cover duly super scribed and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed.

10.1.2. The sealed cover of Pre-qualification Bid / Technical Bid should consist of the following documents:-

(a) Bid Security (Earnest Money Deposit) for an amount of Rs. 1 Lakhs in the form mentioned in clause 9.7.1 above. Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;

(b) Self-attested copy of PAN card under Income Tax Act;

(c) Self-attested copy of GST Registration Number;

(d) Self-attested copy of Valid Registration No. of the Agency/Firm;

(e) Self-attested copy of valid Provident Fund Registration Number;

(f) Self-attested copy of valid ESI Registration Number;

(g) Self-attested copy of valid License and Number under Contract Labour Act and under any other Acts/Rules;

(i) Proof of Average Annual turnover as stated in Clause 2 supported by audited Balance Sheet;

(j) Proof of experience as stated in Clause 2 supported by documents from the concerned organizations

10.1.3. The sealed cover of FINANICAL BID should contain Preamble and ANNEXURE- XII i.e. entire PART-II of the tender document duly filled in figures and words.

10.1.4. All the sealed covers shall be addressed to the Principal, NBSC, Lucknow and will be put in the Tender Box which is available in the Administrative Block of the NBSC, Lucknow at the following address.

10.1.5. The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

### **10.2 Late and Delayed Tenders:**

10.2.1. Bids must be received in the NBSC, Lucknow at the address specified above not later than the date and time stipulated in the Notice Inviting Tender (NIT). The NBSC, Lucknow may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the NBSC, Lucknow and the Bidder will be the same.

10.2.2. Any bid received by the NBSC, Lucknow after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

## **11. Bid Opening and Evaluation:-**

11.1. The authorized representatives of the NBSC, Lucknow will open the Pre-qualification/Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

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

11.3. Conditional bids will also be summarily rejected.

11.4. Subsequently, the selected technical bids will be evaluated as per information furnished by vendor and eligibility criteria mentioned in Point no. 2 mentioned at page no.7 of this tender document.

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

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

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

11.6.2. The NBSC, Lucknow, may terminate the contract if it is found that the contractor is black listed on previous occasions by any of the Govt departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc.

11.6.3. The NBSC, Lucknow, may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

## **12 Award of Contract:**

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

12.2. The NBSC, Lucknow, will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the Work Order) shall prescribe the amount which the NBSC, Lucknow will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

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

12.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of Work Order for an amount of Rs. 2 Lakhs through any of the following instruments:

(a) In the form of an Account Payee DD in favour of The Principal, NBSC, Lucknow along with the tender document.

(b) The Bid Security may also be directly credited in our Current Account, the details of which are:-

Payee Name : National Bank Staff College, Lucknow

Current Account No : 912020055439842

Name of the Bank : Axis Bank Ltd.

Address : 25 B, Ashok Marg, Sikandar Bagh Chauraha, Lucknow

IFSC Code : UTIB0000053

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

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

12.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.



**GENERAL CONDITIONS OF ANNUAL MAINTENANCE CONTRACT FOR  
HORTICULTURE AND GARDENING SERVICES**

1. The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc.
2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Payment of Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, EPF etc. with regard to the personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the NBSC, Lucknow and to the concerned Labour Department.
3. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the NBSC, Lucknow works, is required to be submitted to the NBSC, Lucknow. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time the NBSC, Lucknow is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract, duly furnishing particulars of personnel engaged for the NBSC, Lucknow.
4. The antecedents of the staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the NBSC, Lucknow and NBSC, Lucknow shall ensure that the contractor complies with the provisions.
5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the NBSC, Lucknow. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the NBSC, Lucknow, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
6. All liabilities arising out of accident or death while on duty of the security personnel shall be borne by the contractor. The contractor shall cover all his employees with a comprehensive Group Insurance policy. The contractor shall indemnify the NBSC, Lucknow against all liabilities arising out of any such accidents or deaths.
7. Adequate supervision will be provided to ensure correct performance of the said general maintenance and housekeeping services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the NBSC, Lucknow.
9. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the NBSC, Lucknow and shall not knowingly lend to any person or company any of the effects of the NBSC, Lucknow under its control.
10. The staff deployed shall not accept any gratitude or reward in any shape.
11. The contractor shall provide training at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

12. Under the terms of their employment agreement with the Contractor the general maintenance staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
13. That in the event of any loss occasioned to the NBSC, Lucknow, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the NBSC, Lucknow, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Principal, NBSC, Lucknow will be final and binding on the agency.
14. The contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the NBSC, Lucknow may issue from time to time and which have been mutually agreed upon between the two parties.
15. The NBSC, Lucknow shall have the right, within reason, if any person employed by the contractor is considered to be undesirable or otherwise, to inform to the contractor and contractor shall replace such person immediately.
16. The contractor shall be responsible to maintain all property and equipment of the NBSC, Lucknow entrusted to it.
17. The contractor will deploy supervisors as agent of the contractor and the instructions given to the supervisor by NBSC will be deemed to be instructions given to the contractor. The supervisor shall be required to follow the instructions of NBSC, Lucknow and ensure that the work done accordingly.
18. The contractor will ensure that the persons deployed by them are dressed in neat and clean uniform, failing which invites a penalty of Rs.500/- on each occasions and habitual offenders in this regard shall be liable to be replaced from the campus. The penalty on this account shall be deducted from the Contractor's bills.
19. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Trainees/Visitors and should project an image of utmost discipline. The NBSC, Lucknow shall have right to have any person moved in case of patient/staff complaints or as decided by representative of the NBSC, Lucknow if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
20. The workers shall be deployed in 8 hours shift from 9:30 A.M. to 5:30 P.M. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the NBSC, Lucknow for double duty, if any.
21. The personnel will have to report to the NBSC, Lucknow security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/ instructions, and to complete all other required formalities as approved by the NBSC, Lucknow.
22. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the NBSC, Lucknow and the contractor / his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the NBSC, Lucknow.
23. Any damage or loss caused by contractor's persons to the NBSC, Lucknow in whatever from would be recovered from the contractor.

24. The NBSC, Lucknow may give a basic training/familiarization of the Horticulture and Gardening services required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.

25. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, NBSC, Lucknow reserves the right to impose the penalty as detailed below:- (Please refer Clause 53.6 also)

i) 5% to 20 % of contract value of that month.

ii) After four weeks delay Principal Employer reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s). The difference in the cost, if any will be recovered from the defaulter contractor and also shall be black listed for a period of 5 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

26. The contractor shall ensure that its personnel shall not at any time, without the consent of the NBSC, Lucknow in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the NBSC, Lucknow and shall not disclose to any information about the affairs of NBSC, Lucknow. This clause does not apply to the information, which becomes public knowledge.

27. Contractor / successful bidder shall ensure that no person involved in any litigation against any of the offices of NABARD / NBSC / BIRD shall be deployed under any circumstances.

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

#### 29. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

30. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

31. 'WORK ORDER' means the notice issued by the NBSC, Lucknow to the contractor communicating the date on which the work/services under the contract are to be commenced.

32. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the NBSC, Lucknow for the fulfillment

of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture / consortium / group / partnership shall not be altered without the approval of the NBSC, Lucknow.

33. The contract period will be initially for a period of Twelve (12) months from 01 August 2019 to 31 July 2020 extendable twice for one year each, if the services of the service provider firm are found satisfactory.

34. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the NBSC, Lucknow it shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.

35. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the NBSC, Lucknow may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the NBSC, Lucknow from the contractor.

36. If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the NBSC, Lucknow, such money shall be deemed to be payable by the contractor to the NBSC, Lucknow within seven days. The NBSC, Lucknow shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.

37. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

38. The contractor shall indemnify and hold the NBSC, Lucknow harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

39. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and relevant Acts or laws (wherever applicable).

40. The personnel engaged should project an image of utmost discipline. They should be preferably between the ages of 18 and 55 yrs. NO UNDERAGE / MINOR (below 18 years of age) SHALL BE DEPLOYED UNDER ANY CIRCUMSTANCES. The entire responsibility for such lapse shall be that of the contractor. The Bank shall have right to have any person removed in case the personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases. Manpower so engaged shall be trained for providing general maintenance and housekeeping before joining. During this training, contractor shall have to arrange for substitute for the staff undergoing training.

41. The contractor shall get their staff screened for gross physical disabilities and contagious diseases and will provide a certificate to this effect for each personnel deployed. NBSC will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

42. Staff engaged by the contractor shall not take part in any staff union and association activities.

43. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, stationary for writing duty charts and registers and records keeping as per requirements.

44. Agency will provide mobile phones to all supervisors at their own cost to ensure effective timely communication between them.

45. The NBSC, Lucknow shall not be responsible for providing residential accommodation to any of the employee of the contractor.

46. The NBSC, Lucknow shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The NBSC, Lucknow does not recognize any employee employer relationship with any of the workers of the contractor.

47. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the NBSC, Lucknow from the agency.

48. If any underpayment is discovered, the amount shall be duly paid to the agency by the NBSC, Lucknow.

49. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the NBSC, Lucknow etc.

50. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month. The employer's portion of ESI / EPF shall be reimbursed only on submission of proof of depositing the contribution towards PF/ESI.

51. The contractor shall disburse the wages to its staff deployed in the NBSC, Lucknow every month through ECS or by Cheque in the presence of representative of the NBSC, Lucknow.

52. The contractor should have round the clock control room service in Lucknow along with quick response teams to deal with emergent situations.

### 53. PAYMENT

53.1. The contractor shall be required to raise two separate bills for monthly payments as per distribution of personnels mentioned in Annexure-IV of Terms and Condition on page 34 - One bill to The Principal, NBSC, Lucknow and the Second bill to The Director, BIRD, Lucknow. The payment shall be made as per the Latest Wage Rates as notified by the Office of the Deputy Chief Labour Commissioner (Central), Ministry of Labour & Employment, Government of India from time to time.

53.2. The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets of the contractor duly verified by the Caretaker of the Bank, attested by the officer nominated by the bank and other supporting documents. No other claim on whatever account shall be entertained by the Bank. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.

(a) Contractor shall pay the entitled wages of the workers on the last day of the month. It shall not be linked to the payment of the bill.

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

(c) The service provider must ensure that entitled wages of the employee are credited to their bank account on the last working day of the month. Service provider will not be given any relaxation in this matter.

(d) While submitting the bill for the month, the services provider must file a certificate certifying the following:-

(i) Wages of employees were paid as per minimum wages norm applicable have been credited to their bank accounts on (date)

(ii) ESI Contribution relating to workers amounting to Rs.\_\_\_\_\_ was deposited on (date) (copy of the challan enclosed)

(iii) EPF contribution relating to workers amounting to Rs.\_\_\_\_\_ was deposited on (date) (copy of the challan enclosed)

(iv) The service provider is complying with all statutory Labour Laws including Minimum Wage Act.

(e) The service provider should submit the bill in accordance with the above time schedule.

(f) The contractor shall compulsorily issue a wage slip to every personnel & supervisor in the format provided below (an indicative format):-

<b>Name of Employee:</b>	<b>Designation</b>
<b>Month:</b>	<b>No. of Days present:-</b>
<b>WAGE STATEMENT</b>	<b>ESI No.</b>
<b>Payable / Paid</b>	<b>PF No.</b>
BASIC	DEDUCTIONS AMOUNT
BONUS	EPF (%)
HRA	ESI (%)
GRATUITY	DEDUCTIONS
OTHERS ALLOW.	(TAXES AND ANY
	OTHER CHARGES)
GROSS WAGES	TOTAL DEDUCTION:
NET PAYABLE (Rs.)	

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

53.4. Deduction will be done proportionally from the salary.

53.5. In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel & is assessed as true by the Bank, a penalty or Rs.5000/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the personnel found involved in the incident shall be removed from the Premises immediately. In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements.

53.6. **Penalty Clause:** The services provided for the month shall/may be reviewed by the "Horticulture Committee" constituted respectively by NBSC and BIRD. If the committee is of

the view that the Horticulture and Gardening work provided by the contractor is not up to mark, the committee may prescribe a penalty in the range of 5 % to 20 % of the contract value of that month. The decision of NBSC shall be final and binding on the contractor in this regard. The contractor shall not pass on the burden of penalty to the workers deployed by him/her and should ensure payment of minimum wages to the workers irrespective of the penalty.

#### OBLIGATION OF THE CONTRACTOR:

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

#### 55. Dispute Resolution

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

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

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Lucknow only.

#### 56. JURISDICTION OF COURT

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

#### 57. EXIT:

i. First three months of the contract shall be on a trial basis. If the work is not satisfactory, the contract may be terminated.

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

58. Contractors should provide 2 sets of uniforms and one pair of shoes of approved color and quality, once in a year, to the employees deployed for the job at NBSC at his own cost. The contractor should ensure that the uniforms provided to the staff are maintained in proper and clean condition.

59. 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.

60. On site storage space will be provided to the Contractor. NBSC will not be responsible for safety or upkeep of contractor's materials. The contractor may be required to vacate the storage space and sheds at short notice without any extra cost to NBSC.

61. The contractor shall provide necessary Tools & Plants (T&P) or any other equipment, labour, etc for the proper execution of the works.

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

63. 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.

64. Contractor shall be required to furnish NBSC, as and when required, the following:

i. The Power of Attorney, name and signature of his authorized representative, who will be incharge of execution of this contract.

ii. Wage Book, Muster Book pertaining to labours engaged under this contract.

iii. Validity of Insurance Policies, Labour Contract License relating to staff engaged at NBSC 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.

iv. Contractor shall vouchsafe 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 the contractor.

65. The Contractor shall at his own cost and expenses provide all the 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 NBSC.

66. Forfeiture Clause: In case of negligence/derelection of duty by contractor's staff, the above contract shall be terminated without giving any notice and the security deposit shall be forfeited.

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

68. Transit accommodation for use by shift staff may be made available in NBSC campus.

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

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

SIGNATURE AND SEAL OF BIDDER:

DATE:

PLACE:



## **SAFETY CONDITIONS OF THE CONTRACT**

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

### **A. GENERAL**

1. Smoking and chewing pan are prohibited in the Institute.
2. For any job involving welding, soldering, lighting of flames, use of heat source or temporary electrical connection, prior permission of NBSC's engineer shall be taken before execution of the same. No job involving heat source are permitted to be carried out after office hours and on holidays/Sundays without prior permission.
3. It is entirely the responsibility of the contractor to see that safety appliances such as safety belts, life lines, helmets, rubber gloves of appropriate voltage (1100V) rating etc., depending on the job demand, are made available to his staff at contractor's cost. If the contractor need any suggestion on the mater, he may approach NBSC's engineer for the same. Any lapse on safety will be viewed seriously.
4. The contractor shall ensure that the persons posted for the work are well conversant with the operation of fire extinguishers.
5. 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.

### **B. SAFETY PRECAUTIONS FOR PORTABLE ELECTRICAL APPLIANCES**

Precaution in handling portable electrical appliances are more significant under monsoon conditions. Some likely situations are highlighted here for contractor's attention and action to ensure that conditions and methods of usage conform to the safety of personnel and property.

1. Broken sockets/pin plug /loose connections: These conditions cause sparks which lead to fault conditions or electrical shock situations. Wires shall not be directly inserted into the sockets as the earth lead of the equipment inserted into the phase socket may give shock to the operator.
2. Polarity of phase/neutral and earth: Certain appliances like Poroscope may give violent electrical shock during work if polarity conditions are not satisfied.
3. Joints in flexible cables: Usage of portable appliance is such that electrical and physical integrity of joint may be suddenly affected, leading to severe sparking and fire if combustible / inflammable materials are present near the joint. Sometimes this may not be noticed by the operator at all.
4. Appliance body grounding and system grounding: In absence of or ineffective appliance body grounding, operator may receive severe shock in case of phase to earth fault during usage. All earth pins in sockets must have low impedance and mechanically firm earthling according to Indian Electricity Rules/BIS 3043 so that safety is assured to operators even under fault condition.
5. Water leakage: Water reduces efficiency of insulation depending upon exposure. Presence of moisture on ordinary switches may give a shock during operation, switches in chronic leakage areas should preferably be de-energized until the rectification is done.

6. Excavation/Addition/Alteration of the Buildings: During excavations, alterations of the building etc. every care shall be taken that electric shock or damages to cables, are avoided. De-energisation of circuits must be considered whenever required.

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

SIGNATURE AND SEAL OF THE BIDDER

## **SCOPE OF WORK**

- 1) NBSC has around 28000 sqm of lawns and 1800 running meter of hedges.
- 2) BIRD has around 56000 sqm of lawns and 3600 running meter of hedges.
- 3) The work involves mowing of grass of green lawns twice a month with the help of mechanized lawn mower as well as de-weeding. The lawns shall be thick and cushioning shall be experienced, the appearance should be well green and free from weeds. Mixing neem cake, well decomposed cow dung manure and urea (To be paid separately by NBSC/BIRD), on basis of actual requirement.
- 4) Cutting the grass of rough areas by hand or brush cutter once a month.
- 5) Watering of lawns from water provided by NBSC. Watering shall be done every week in months of April, May and June. No watering is required in month of July and August. In months of September, October, November, December, January, February and March watering to be done once in 15 days.
- 6) The work involves day to day watering and de-weeding of various plants like shrubs, hedges, ground covers & grass lines and uprooting of grass/wild growth from all the paver blocks, path ways, open and undeveloped areas.
- 7) Cleaning/brooming of lawns and removal of dry leaves/other wastes from all the lawns and hedges etc. as complete and as required at site as directed by the NBSC's Officials.
- 8) Cutting and trimming of existing hedges from both sides and top disposing the waste generated at position indicated by NBSC.
- 9) Providing new hedges
- 10) Maintenance of green area including removal of wild growth etc. other than lawn, every month in monsoon season and at an interval of every two months in other seasons in entire NBSC and BIRD campus measuring approximately 42 acres. (including buildings, structures and roads)
- 11) Maintenance of Hedge plants measuring approximately 5400 running meters along the boundary wall and along the pathways and roads. Cutting and trimming of existing hedges from both sides and top disposing the waste generated at position indicated by NBSC.
- 12) Regular maintenance of existing flower beds by digging with Khurpi to increase porosity of soil to provide better growth conditions and mixing well decomposed cow dung manure two times in a year. Mixing sterameal, flower mix, urea, bone meal, if required for better flowering. (The cost of manure and fertilizers shall be paid separately by NBSC/BIRD as the case may be). In the event of non-survival of plants, they will have to be replaced by the contractor undertaking the maintenance work, free of cost. It will be responsibility of the contractor to ensure that the rate of mortality is below 20%.
- 13) Maintenance of perennial trees planted in NBSC campus. This includes watering, cutting, pruning. Planting of new trees as and when decided by NBSC. The cost of the trees shall be borne by NBSC/BIRD as the case may be. In the event of non-survival of trees, they will have to be replaced by the contractor undertaking the maintenance work, free of cost. It will be responsibility of the contractor to ensure that the rate of mortality is below 20%. Replaced trees shall carry a defect liability maintenance period of six months from the date of plantation.

- 14) Maintenance of Ground cover plants in NBSC campus. This includes watering, curing, dusting, cutting, to proper shape and taking full measures towards providing a beautiful environment by the literal meaning of the word ground cover. It also includes digging the beds by Khurpi, de-weeding and spreading and mixing of a 3 cm thick layer of well decomposed cow dung manure. (The cost of manure to be paid by NBSC/BIRD separately)
- 15) Maintenance of creepers, supporting and climbing the creepers in the desired shape, watering, cutting and curling as per routing requirements, regular maintenance of beds or the pits as the case may be. The cost of plants will be borne by NBSC/BIRD.
- 16) Preparation of ground for flower beds (approximately 2000-3000 per season), planting material, seeds, etc. watering , pruning, de-weeding, spreading/mixing of cow dung manure and flower mix towards the regular flowering requirements.
- 17) Maintenance of Potted plants (approximately 2000) including replacement of mortality and broken pots.
- 18) Anti-termite treatment of soil as per latest IS specification as and when required. Cost of the material required for anti-termite treatment will be paid by NBSC/BIRD.
- 19) The entire scope of work shall be attended by deploying trained personnel on daily basis from 9:30 AM to 5:30 PM everyday excluding Sunday. They should report daily to NBSC's Care-Taker at office before taking up their duties and at the close of the day as per the specified timings.
- 20) Replacing the dead plants if any, shall be done without any extra cost.
- 21) The contractors shall keep all the tools, tackles, hose pipes, etc, on his own. The water sources are provided at the various convenient locations and the contractors shall maintain the desired length of leak proof hose pipe at site for adequate day to day watering. Watering of lawns should invariably be done by portable sprinklers. The contractor should purchase and maintain on site at least 4 sets of sprinkler irrigation system and one set of drip irrigation (for herbal garden). The cost for the same should be included in the contractor's profit.
- 22) New plantation to be taken up shall be considered at extra cost with prior approval of the NBSC.
- 23) Although the water will be provided by the NBSC, indiscriminate use of water shall not be allowed. Water should be used sparingly and carefully and all the efforts should be made by the contractor for water conservation.
- 24) Various garden hydrant chambers shall be kept under lock when not in use.
- 25) If any changes in the landscape of NBSC campus are made in future, the maintenance of the same would also be under the scope of the contract.
- 26) Contractor shall ensure that a Professionally Qualified and Expert Horticulturalist visits at least once a month at NBSC to supervise the Horticulture related activities and to give further suggestions/inputs regarding better maintenance. An annual plan for Horticulture Maintenance broken into quarterly activities would have to be submitted to NBSC after execution of the agreement and performance of the contract would be measured thereagainst.
- 27) The health and growth of the plants shall be the prime concern of the contractor and if the performance is not satisfactory it may lead to commensurate reduction in the monthly charges at the discretion of NBSC's/BIRD's Officials, as the case may be.

28) NBSC may increase or decrease the scope of work if need arises in future. This change in scope of work shall be binding on the contractor.

29) Minimum tools and machines required to be provided by the contractor:

- (a) Lawn Roller-1/2 Ton : 1 nos.
- (b) Diesel/Power Operated Lawn Mower 18 Blades : 2 nos.
- (c) Hand operated roller type lawn mower 18 Blades : 2 nos.
- (d) 200 meters pipe for watering : 5 nos.
- (e) Spades (Phawra) : 12 nos.
- (f) Kudal : 2 nos.
- (g) Khurpi : 12 nos.
- (g) Pointed Khurpi : 12 nos.
- (h) Water Sprinkler System for Watering of Lawns : 2 Sets for NBSC and 2 sets for BIRD.

Note: The area/quantity of lawn, hedges, shrubs, trees, ground cover plants, creepers, potted plants etc. may increase or decrease in future based on change in landscape. No extra payment will be made for the same.

#### MATERIAL TO BE PURCHASED AND SUPPLIED TO NBSC/BIRD

Purchase of new plants, sapling, fruit plants, etc. shall be paid as per the actual cost after production of Bill. Generally the material should be purchased from Government Nursery. Bill of private nursery will be entertained only if the material is not available with the government nursery. In addition to this below mentioned items will be purchased by the contractor and supplied to NBSC/BIRD as and when required. The quantity to be supplied will be conveyed to Contractor by NBSC. Contractor will be reimbursed the expenses incurred on producing the actual tax invoice of goods purchased. The contractor profit towards overheads, transportation, replacement cost, care etc. will be the same as percentage of the contract value quoted by him/her in the financial bid.

Sr. No.	Description of Material
1	Supply and Maintenance of new pots including cost of new plant & pot if required.
2	Supply & stacking of well decomposed cow dung manure at NBSC including royalty and carriage with all leads and lifts. (Manure measured in Trucks/ Stacks will be reduced by 8% for the purpose of Payment and deduction of 0.16 Ch.M. for Manure measured in Trolleys and 0.20 Cu. M. for Manure measured in Trucks shall be applicable towards the Tyre Boxes).
3	Supply of Urea in Phases as per the requirement.
4	Supply of Neem Cake in Phases as per the requirement.
5	Supply of Good Quality DAP fertilizer as per the requirement.
6	Supply of Rose Mixer for Shrubs & Flowering Trees as per the requirements.
7	Supply of Good Quality Chunna (lime)

8	Supply of Good Quality Terra Cotta
9	Supply of Insecticides/ Pesticides/ Weedicides as per the requirement.

Note: The above mentioned list is indicative. The decision regarding actual items to be purchased shall be taken decided by NBSC.

#### DECLARATION BY THE BIDDER

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

SIGNATURE AND SEAL OF BIDDER :

DATE:

PLACE:

BASIC INFORMATION OF THE CONTRACTOR

1. Name of the Applicant/Organisation and address of the registered office.

2. Year of Establishment

3. Type of the Organisation (whether Sole Proprietorship/Partnership/Private Limited/Limited or Cooperative Body etc.)

4. Name of the Proprietor / Partners / Directors of the Organisation / Firm (a)  
(b)  
(c)

5. Details of Registration (Whether Partnership firm, Company, etc.)- Registering Authority, Date, Registration No., etc. mentioning the business/activity of the firm.

6. Whether registered with Government/Semi Govt./Municipal Authorities or any other public organisation and if so, in which class and since when?

7. Experience in the field of maintenance & upkeep of similar campuses/training establishments etc.

8. Qualified personnel available with the organisation

Details to be furnished in ANNEXURE-IV

9. Adequate and satisfactory evidence to indicate financial capacity of the Organisation to undertake the said work with names of Bankers and their full address. (Solvency certificate from the Bank or Certified copies of balance sheet and Income Tax clearance certificate for the last three years shall be attached).

10. Yearly turnover of the company during last 5 years (Year-wise) Rs.  
Rs.  
Rs.  
Rs.  
Rs.

11. Permanent Account Number (PAN)

12. Ability to provide Bank Guarantee or other equivalent forms of security from a Scheduled Bank.

13. Whether any Civil Suit/litigation arisen in the contracts executed during the last ten years/being executed now. If yes, please furnish the details in the proforma given below:

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Sr. No.	Name of the work and Employer	Nature of work	Work order No and date	Present stage of Work any	Value of contract (Rs)	Brief details of litigation, if
1.	2.	3.	4.	5.	6.	7.

14. Details of registration with the office of the Regional Labour Commissioner(RLC)-Central, EPFO and ESI

15. Number of supplementary sheets attached for Part I.

**SIGNATURE AND SEAL OF THE BIDDER**



**ANNEXURE-II**

**PREVIOUS EXPERIENCE**

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

Sr. no.	Name of The Organisation	Value of the Contract	Contract Start Date	Contract End Date

**SIGNATURE AND SEAL OF THE BIDDER**

**ANNEXURE-III**

**TECHNICAL PERSONNEL AND EXPERIENCE**

A) List of technical Personnel, giving details about their tech. qualifications, experience, etc.

<b>S. No.</b>	<b>Name</b>	<b>Age</b>	<b>Qualification</b>	<b>Experience</b>	<b>Nature of Works Handled</b>	<b>Date from which employed in the organisation</b>	<b>Any other remarks</b>

**b) List of available Plants, available Machineries, Equipment, etc.**

Sl. No.	Name of Plant/Machinery/ Equipment and Accessories	Total No.of units/sq.mt.	No.of units/sq.mt. can be spared for NBSC's work
1.	2.	3.	4.

**SIGNATURE AND SEAL OF THE BIDDER**

ANNEXURE-IV

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

The minimum number of personnel to carry out the work under the scope of this contract satisfactorily for National Bank Staff College is **9** as per the details given below :

S No	Particulars	Average deployment per day
1	Qualified personnel (Head gardeners etc.) having practical experience of 5-10 years for working in this field. (Skilled)	1
2	Other personnel (gardeners etc.) having practical experience of 5-10 years for working in this field. (Semi-Skilled)	8
	<b>Total minimum number of personnel proposed to be deployed per day</b>	<b>9</b>

The minimum number of personnel to carry out the work under the scope of this contract satisfactorily for Bankers Institute of Rural Development is **16** as per the details given below:

S No	Particulars	Average deployment per day
1	Qualified Supervisor having 10-15 years experience to carry out such maintenance work (Highly Skilled)	1
2	Qualified personnel (Head gardeners etc.) having practical experience of 5-10 years for working in this field. (Skilled)	1
3	Other personnel (gardeners etc.) having practical experience of 5-10 years for working in this field. (Semi-Skilled)	14
	<b>Total minimum number of personnel proposed to be deployed per day</b>	<b>16</b>

**SIGNATURE AND SEAL OF THE BIDDER**

**NATIONAL BANK STAFF COLLEGE, LUCKNOW**

**CHECK-LIST FOR TECHNICAL BID FOR HORTICULTURE AND GARDENING SERVICES**

<b>Sr. No.</b>	<b>Documents asked for</b>	<b>Whether Placed or Not</b>
1.	A) Bid Security (EMD) of Rs. _____ (Rupees in words) in the form of DD/Bank Guarantee issued by any scheduled commercial bank in favour Of the National Bank Staff College, Lucknow valid for 45 days beyond the Tender validity period.  B) Tender Processing Fees of Rs. 590/- (Rupees Five Hundred Ninety Only)	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, Designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
3.	Undertaking on own Letter-Head as per format prescribed in Annexure-VI).	
4.	Self-attested copy of the PAN card with copy of Income-Tax Return of the last three financial years.	
5.	Self-attested copy of GSTIN	
6.	Self-attested copy of valid Registration number of the Firm /agency.	
7.	Self-attested copy of valid Employees Provident Fund Registration number.	
8.	Self-attested copy of valid ESI Registration No.	
9.	Self-attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
10.	Proof of experiences of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.	
11.	Annual returns of previous three years supported by audited balance sheet (clause 2.1 of NIT)	
12.	Signed Copy of Pre Contract Integrity Pact mentioned in Annexure-VIII on Rs. 100 Stamp Paper.	

**(ON THE LETTER HEAD OF THE SECURITY AGENCY)**

UNDERTAKING

To

The Principal,

National Bank Staff College,

Lucknow

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

Name of the tender \_\_\_\_\_ Due date: \_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, 1976 and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
5. I/We do hereby undertake that complete general maintenance and upkeep as mentioned in the tender document shall be ensured by our Agency, as well as any other Point considered by our Agency. Our Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. \_\_\_\_\_ Lakhs (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No.

NATIONAL BANK STAFF COLLEGE, LUCKNOW

FORM OF AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_\_ day \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) Between National Bank for Agriculture and Rural Development (NABARD) through the Principal, National Bank Staff College, Lucknow (hereinafter called "the NBSC, Lucknow" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND \_\_\_\_\_ (Name and address of the contractor) through Shri \_\_\_\_\_, authorized representative (hereinafter called "the contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing General Maintenance and Housekeeping Services to its Campus situated at Sector H, LDA Colony, Kanpur Road, Lucknow – 226012, which also houses Bankers Institute of Rural Development, thereafter called "BIRD, Lucknow" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns the conforming party to the agreement.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Letter of acceptance of award of contract;
  - b. Terms and Conditions;
  - c. Notice inviting Tender and the terms and conditions contained in the Tender;
  - d. Bill of Quantities;
  - e. Scope of work;
  - f. Addendums, if any; and
  - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the NBSC, Lucknow to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the NBSC, Lucknow to execute the General Maintenance and Housekeeping Services w.e.f \_\_\_\_\_ as per the provisions of this Agreement and the tender document.
4. The NBSC, Lucknow hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. \_\_\_\_\_ (Rupees in words \_\_\_\_\_)

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

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

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

(Signature of the Bidder) Name and Address of the Bidder. Telephone No.	Signature of Authorized Signatory of National Bank Staff College, Lucknow
	Signature of Authorized Signatory of Confirming Party  Bankers' Institute of Rural Development, Lucknow
(Signature of Witness 1) Name of Witness  Address of Witness	(Signature of Witness 1) Name of Witness  Address of Witness
(Signature of Witness 2) Name of Witness  Address of Witness	(Signature of Witness 2) Name of Witness  Address of Witness

**PRE CONTRACT INTEGRITY PACT**

(To be submitted on Rs. 100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

National Bank for Agriculture and Rural Development (NABARD) hereinafter referred to as  
“The Principal”

And

..... hereinafter referred to as “The Bidder/Contractor”

**Preamble**

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

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

**Section 1 – Commitments of the Principal**

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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



(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution :

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

#### **Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 – Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

#### **Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors**

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

#### **Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)**

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

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

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is

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-----  
(Name & Address of the Monitor)

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within

reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

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

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

### **Section 10 – Other provisions**

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

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(For & On behalf of the Principal)

(Office Seal)

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(For & on behalf of the Bidder/Contractor)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

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

Witness 2:

(Name & Address)

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

**FORM OF BANK GUARANTEE FOR BID SECURITY**

(Refer Clause 9.7.1 of the NIT) (To be stamped properly as per applicable law)

KNOW ALL MEN by these present that we \_\_\_\_\_

(Name and address of Bank), having our registered office at \_\_\_\_\_

(hereinafter called "the Bank") are bound unto The NBSC, Lucknow - 226012 (hereinafter called "NBSC, Lucknow") in sum of Rs. \_\_\_\_\_

for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated \_\_\_\_\_ for providing HORTICULTURE AND GARDENING SERVICES (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. \_\_\_\_\_ (Amount in figures and words) as Performance Security against the Bidder's offer as aforesaid.

AND WHEREAS \_\_\_\_\_ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the NBSC, Lucknow may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the NBSC, Lucknow and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
  - a. The Bidder, in case the bid is accepted by the NBSC, Lucknow, executes a formal agreement after furnishing the Performance Guarantee of a Scheduled Commercial Bank based in India.
  - b. Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the NBSC, Lucknow during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para of the NIT.

(iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.

(v) If the contract is terminated for the reason that the agency is blacklisted in any PSU / PSB / or in any other departments of State Governments / Union Government.

WE undertake to pay to the NBSC, Lucknow upto the above amount upon receipt of their first written demand, without the NBSC, Lucknow having to substantiate their demand provided that in their demand the NBSC, Lucknow will note that the amount claimed (i), (ii), (iii) (a), (iii) (b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

(Signature of the Bidder) Name and Address of the Bidder. Telephone No.	Signature of Authorized Signatory of National Bank Staff College, Lucknow
	Signature of Authorized Signatory of Confirming Party  Bankers' Institute of Rural Development, Lucknow
(Signature of Witness 1) Name of Witness  Address of Witness	(Signature of Witness 1) Name of Witness  Address of Witness
(Signature of Witness 2) Name of Witness  Address of Witness	(Signature of Witness 2) Name of Witness  Address of Witness

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Refer Clause 12.4 of the NIT) (To be stamped properly as per applicable law)

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank) (hereinafter called the “Bank”) of the one part and the NBSC, Lucknow (hereinafter called the “NBSC, Lucknow”) of the other part.
2. WHEREAS the NBSC, Lucknow has awarded the contract for General Maintenance and Housekeeping Services contract for Rs. \_\_\_\_\_ (Rupees in figures and words) (hereinafter called the “contract”) to M/s \_\_\_\_\_ (Name of the contractor) (hereinafter called the “contractor”).
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the NBSC, Lucknow the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the NBSC, Lucknow, the Bank is engaged to pay the NBSC, Lucknow, any amount up to and inclusive of the aforementioned full amount upon written order from the NBSC, Lucknow to indemnify the NBSC, Lucknow for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the NBSC, Lucknow immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the NBSC, Lucknow any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of \_\_\_\_\_ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the NBSC, Lucknow agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the NBSC, Lucknow and at the cost of the contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.



9. The neglect or forbearance of the NBSC, Lucknow in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the NBSC, Lucknow for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions “the National Bank Staff College, Lucknow”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (year) being herewith duly authorized.

(Signature of the Bidder) Name and Address of the Bidder. Telephone No.	Signature of Authorized Signatory of National Bank Staff College, Lucknow
	Signature of Authorized Signatory of Confirming Party  Bankers’ Institute of Rural Development, Lucknow
(Signature of Witness 1) Name of Witness	(Signature of Witness 1) Name of Witness
Address of Witness	Address of Witness
(Signature of Witness 2) Name of Witness	(Signature of Witness 2) Name of Witness
Address of Witness	Address of Witness

**ANNEXURE-XI**

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

Performance details of the Firm: M/s

Located at:

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

Signature of the Reporting Officer Place

(Office Seal)

Place:

Date:

**PART-II**

**FINANCIAL BID**

**(To be submitted in a SEPARATE SEALED envelope super-  
scribed as "FINANCIAL BID")**

## PREAMBLE

- 1) Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. **It should also include the mandatory charges like bonus (as per the provisions of “The Payment of Bonus Act, 1965”) and gratuity (as per the provisions of “The Payment of gratuity Act, 1972”)**. Schedule of Quantity and Calculation Sheet Showing Break-up of The Rates Quoted as per ANNEXURE-XIII should be filled carefully. The contractor should furnish Rate Analysis for scrutiny of the rates if required by NBSC.
- 2) 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 expenditure incurred by the contractor towards payment of employer's share of ESI & EPF contributions, if any, for this contract, shall be reimbursed by NBSC and BIRD, as the case may be, on production of proof of payment (counterfoils) & other documents such as registration number, photo card etc. alongwith monthly bill. The rates in the Schedule of Quantity should be quoted EXCLUSIVE of ESI & PF benefits, but should be based on the minimum wages as notified by office of the Dy. Chief Labour Commissioner (CENTRAL), Kanpur, Ministry of Labour & Employment, Government of India for Category A from time to time.
- 3) The rates quoted SHOULD NOT include Goods and Services Tax. Service tax, as applicable, shall be paid depending upon the rate decided by Government of India from time to time.
- 4) In case the rates quoted are found unreasonable and do not conform to the specifications or stipulations given in the tender document, the financial bids submitted would be rejected outright and the final decision in this regard will be that of NBSC.
- 5) Rates shall have to be quoted both in words and figures.
- 6) **The bid not adhering to above mentioned directions is liable to be rejected.**

**ANNEXURE-XII**

**SCHEDULE OF QUANTITY AND CALCULATION SHEET SHOWING BREAK-UP  
OF THE RATES QUOTED FOR NATIONAL BANK STAFF COLEEGE AND  
BANKERS INSTITUTE OF RURAL DEVELOPMENT**

<b>PART – A (WAGES FOR NBSC)</b>				
	Category of Staff Employed	Minimum number of Staff to be employed as indicated in ANNEXURE-IV	Wage rate per day * (Rs.)	Wages per annum (Rs.)
i	Semi-Skilled	8	407	Rs.10,19,128/-
ii	Skilled	1	441	Rs.1,38,033/-
<b>A</b>	<b>Total</b>			<b>Rs.11,57,161/-</b>
<b>PART – B (WAGES FOR BIRD)</b>				
	Category of Staff Employed	Minimum number of Staff to be employed as indicated in ANNEXURE-IV	Wage rate per day * (Rs.)	Wages per annum (Rs.)
	Semi-Skilled	14	407	Rs.17,83,474/-
	Skilled	1	441	Rs.1,38,033/-
	Highly Skilled	1	488	Rs.1,52,744/-
<b>B</b>	<b>Total</b>			<b>Rs.20,74,251/-</b>
<b>C</b>	<b>TOTAL WAGES FOR NBSC AND BIRD (PER ANNUMM)</b>			<b>Rs.32,31,412/-</b>
<b>PART – C (MANAGERIAL AND ADMINISTRATIVE CHARGES)</b>				
<b>D</b>	Managerial & Administrative fees for executing the work inclusive of Contractor's Profit (Per Annum) for both NBSC and BIRD			(To be quoted by Bidder in figures and in words)
<b>E</b>	Cost of Uniform (2 Sets to be provided annually) and Identity Card. The uniform should be made from cloth of a reputed brand like Siyaram, Donear, etc. The Uniform shall be approved by NBSC. (Rs. _____ per worker per year) (25 X Rs. _____)			(To be quoted by Bidder in figures and in words)
<b>F</b>	Premium towards third party insurance cover of minimum Rs.10 lakh to safeguard against any damage caused to NBSC and BIRD.			(To be quoted by Bidder in

		figures and in Words)
<b>G</b>	Group Insurance premium for approx. 25 persons with risk cover of at least Rs. 5,00,000 per person per annum.	(To be quoted by Bidder in figures and in Words)
<b>H</b>	Total Managerial and Administrative Charges ( D + E + F + G)	Rs.
<b>PART – D (CALCULATION OF RATE OF SERVICE CHARGE) (AS % OF WAGES)</b>		
<b>I</b>	$H / C * 100 \%$	

\* Latest Wage Rates as notified by the Office of the Deputy Chief Labour Commissioner (Central), Ministry of Labour & Employment, Government of India

**Note: The contractor shall be paid per month the minimum wages of the workers deployed plus the Service Charges as a percentage of the minimum wages separately for National Bank Staff College and Bankers Institute of Rural Development. That percentage will be “H” arrived above and will remain firm for the entire duration of the contract.**

**I/we declare that:**

**a) The rates quoted are as per the conditions mentioned in this tender document.**

**b) The Managerial & Administrative fees for executing the work mentioned at point “D” above is inclusive of the mandatory charges like bonus (as per the provisions of “The Payment of Bonus Act. 1965”) and gratuity (as per the provisions of “The Payment of gratuity Act, 1972”) and other statutory provisions.**

**c) The Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutory laws.**

**SIGNATURE OF THE BIDDER WITH SEAL**

**DATE:**

**PLACE:**