सं. रा. बै/डीपीएसपी / 3499 / बागवानी सेवा–प्रधान कार्यालय/2021-22

28 मार्च 2022

प्रिय महोदय

01.05.2022 से 31.03.2023 की अवधि के लिए बैंक के प्रधान कार्यालय भवन और मुंबई में छह आवासीय कॉलोनियों में बागवानी सेवाओं के लिए वार्षिक रखरखाव अनुबंध

कृपया उपर्युक्त विषय पर हमारी निविदा निमंत्रण सूचना संलग्न है।

भवदीय

ह/-

(एस सजीव)
सहायक महाप्रबंधक

सलाम, यथोपरि:
Annual Maintenance Contracts for Gardening Services at Bank’s Head Office Building and six Residential Colonies in Mumbai for the period 01.05.2022 to 31.03.2023

परिसर, सुरक्षा और अधिप्राप्ति विभाग
Dept. of Premises, Security & Procurement (DPSP)
नाबार्ड प्रधान कार्यालय  NABARD Head Office
बांद्रा कुर्ला कॉम्प्लेक्स , बांद्रा (पूर्व)
Bandra Kurla Complex, Bandra (E)
मुंबई 400051
Mumbai – 400051

Date of publishing of Tender 28th March 2022
Date & time of Pre-Bid meeting 3.00 PM on 04th April 2022
Date of submission of tenders Upto 2.00 PM on 07th April 2022
Date of opening of Technical bid 3.00 PM on 07th April 2022
Date of opening of Price bid Shall be communicated to the qualified bidders later
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<th>Particulars</th>
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<td>16</td>
<td>Price Bid (Annexure XVI)</td>
<td>55 - 56</td>
</tr>
</tbody>
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Notices Inviting Tender

Annual Maintenance Contract for Gardening Services at Bank’s Head Office Building and six Residential Colonies in Mumbai for the period 01.05.2022 to 31.03.2023

National Bank for Agriculture and Rural Development invites tenders in two bids system for Annual Maintenance Contracts for Gardening Services at Bank’s Head Office Building and 06 Residential Colonies in Mumbai for the period from 01.05.2022 to 31.03.2023 (hereinafter called as “Work”). The bidders shall be selected / appointed on the basis of Least Cost Method (LCM) as defined in the tender documents:

**Fact Sheet**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Estimated Cost of the Work</td>
<td>Rs.20.00 lakh</td>
</tr>
<tr>
<td>2</td>
<td>Duration of contract</td>
<td>Upto 31 March 2023, extendable for one more year based on performance.</td>
</tr>
<tr>
<td>3</td>
<td>Date of Tender</td>
<td>28th March 2022</td>
</tr>
<tr>
<td>4</td>
<td>Selection Method</td>
<td>Tender will be awarded to the Bidder with the highest score based on the <strong>Least Cost Method (LCM)</strong> Evaluation Method.</td>
</tr>
<tr>
<td>5</td>
<td>Tender issued by</td>
<td>NABARD</td>
</tr>
<tr>
<td>6</td>
<td>Availability of Tender</td>
<td>Tender can be downloaded from <code>https://www.nabard.org/</code> or CPPP Portal</td>
</tr>
<tr>
<td>7</td>
<td>Nodal Officer for correspondence and Clarification</td>
<td>Shri Abhinov Shukla, Manager, DPSP (022 – 26539225)</td>
</tr>
<tr>
<td>8</td>
<td>Last date for submission of Pre bid queries</td>
<td>11.00 AM on 04th April 2022 by e-mail (<a href="mailto:dpsp@nabard.org">dpsp@nabard.org</a>)</td>
</tr>
<tr>
<td>9</td>
<td>Pre-Bid meeting date, time and venue</td>
<td>3.00 PM on 04th April 2022 in DPSP at ground floor, ‘A’ wing, DPSP, NABARD Head Office</td>
</tr>
<tr>
<td>10</td>
<td>Issue of addendum/ clarification (if any)</td>
<td>05th April 2022 in NABARD Website (<code>www.nabard.org</code>) or CPPP Portal</td>
</tr>
<tr>
<td>11</td>
<td>Last date of bid submission</td>
<td>Tenders must be submitted latest by 2.00 PM on 07th April 2022 in drop box kept at reception lobby, ground floor, NABARD Head Office</td>
</tr>
<tr>
<td>12</td>
<td>Opening of Technical bid</td>
<td>07th April 2022 at 3.00 PM in DPSP at ground floor, ‘A’ wing, NABARD Head Office</td>
</tr>
<tr>
<td>13</td>
<td>Opening of Price bid</td>
<td>Shall be communicated to the qualified bidders later.</td>
</tr>
</tbody>
</table>

NABARD reserve the right to accept or reject any or all tenders without assigning any reason thereof.
Important details in this regard are as under:-

1. Invitation for works :-
   - The tenders are invited by NABARD for Gardening works at its Head Office Building and residential colonies in Mumbai as indicated below. The contract is renewable one year at each time subject to the satisfactory performance of the contractor during 2022-23 and other terms and conditions of the contract. Services may be reviewed six monthly, if required.
   1. NABARD Head Office Building, Bandra Kurla Complex, Mumbai
   2. NABARD House, Bandra Kurla Complex, Mumbai
   3. NABARD Nagar, Thakur Complex, Kandivali (East), Mumbai
   4. NABARD Staff Quarters, Damodar Park, Ghatkopar (W)
   5. Krishi Vikas Sadan, Dadar
   6. NABARD Officers Quarters, Nestle II, Lower Parel, Mumbai
   7. NABARD Park, Khira Nagar, Santa Cruz (W), Mumbai

2. Submission of Bids :
   - Bidders are to submit their offers in sealed envelope, in two parts [(i.e. Technical bid documents and Price Bid documents in separate sealed envelopes- Technical Bid (Part-I) and Price Bid (Part-II)]. These sealed envelopes should be respectively super-scribed as :
   
   **Part I** - “Technical Bid for Annual Maintenance Contract for Gardening Services at Bank’s Head Office Building and six Residential Colonies in Mumbai for the period 01.05.2022 to 31.03.2023”, and

   **Part II** - “Price Bid for Annual Maintenance Contracts for Gardening Services at Bank’s Head Office Building and six Residential Colonies in Mumbai for the period 01.05.2022 to 31.03.2023”.

   - The Technical bid should contain all documents as indicated at para 4 of this NIT.
   - The Format of the Price Bid is enclosed as Annexure-XVI.
   - The tender documents can be downloaded from our website [https://www.nabard.org/](https://www.nabard.org/) or CPPP Portal.
   - Properly filled applications to be submitted after duly furnishing all the required information.
   - The afore-said two envelopes should be inserted in another sealed envelope to be super-scribed as “Tender for Annual Maintenance Contracts for Gardening Services at Bank’s Head Office Building and six Residential Colonies in Mumbai for the period 01.05.2022 to 31.03.2023”.
   - Tenders to reach this office latest by **2.00 PM on 07th April 2022**. The tenders are to be dropped in the drop box kept at reception lobby of NABARD Head Office, B.K.C Mumbai. Bidders shall be solely responsible for submission of their tenders in physical form in drop box as indicated above. In case the last date for submission of tenders happen to be a Public holiday, the last date shall be extended to next working day.
• Tenders received through any other mode such as Courier / Post / E-Mail / Fax / Telegraph, etc. shall not be entertained and shall be treated as invalid tenders.
• The tender documents shall be submitted in ‘Original’ to the Bank.
• Technical Bid (Part-1) and Price Bid (Part-2) for the works shall be opened separately.
• Technical bid shall be opened at **3.00 PM on 07th April 2022** in the presence of bidders/their authorized representatives, who choose to be present.

3. **Earnest Money Deposit (EMD)**

• An amount of **Rs.40,000/-** is required to be deposited by all intending bidders failing which the tender will be rejected as irresponsive.
• The EMD amount shall be directly credited to NABARD account as detailed below. No other mode of submission of EMD like Cheque/DD/PO/Cash Etc. will be entertained.

<table>
<thead>
<tr>
<th>Name of Account</th>
<th>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BANK NAME</td>
<td>NABARD</td>
</tr>
<tr>
<td>BRANCH NAME</td>
<td>HEAD OFFICE, MUMBAI</td>
</tr>
<tr>
<td>IFSC code</td>
<td>NBRD00000002</td>
</tr>
<tr>
<td>Account Number</td>
<td>NABADMN07</td>
</tr>
</tbody>
</table>

• Counterfoil/receipt/transaction detail for the same has to be enclosed with the tender. Tenders without EMD shall be rejected out rightly. No interest is allowed on the EMD/RMD.
• MSME registered vender are exempted from EMD (valid MSME registration certificate to be enclosed).

4. **Part-I (Technical Bid) to contain the following:**

- Notice Inviting Tender (Annexure-I)
- Form of Tender (Annexure-II)
- Pre-Contract Integrity Pact (Annexure-III)
- Pre-qualification criteria (Annexure-IV)
- Pro-forma for electronic payment (Annexure-V)
- Evaluation Criteria (Annexure-VI)
- Terms & Conditions (Annexure-VII)
- Special Condition of the Contract (Annexure-VIII)
- Safety Code (Annexure-IX)
• Scope of Works (Annexure-X)
• Contractor’s liability & Insurance (Annexure-XI)
• Termination of Contract (Annexure-XII)
• Article of Agreement (Annexure-XIII)
• Undertaking (Annexure-XIV)
• Details of nos. of Gardeners and Supervisor to be deployed (Annexure-XV)

5. Pre-bid Meeting:
   • To be conducted at **3.00 PM on 04th April 2022** at our office in the above address. Bidders or their authorized representative are requested to attend the meeting, it will be presumed that bidders have understood the works involved, price bid, T&C etc. fully and undertaken.
   • Pre-bid queries are to be submitted to NABARD on or before **11.00 AM on 04th April 2022**.
   • The decision taken by NABARD on the queries raised by various bidders will also be part of the tender.
   • The clarifications issued during pre-bid meeting, if any, will be uploaded on NABARD Website [https://www.nabard.org/](https://www.nabard.org/) and CPPP Portal

6. Acceptance of Bids:
   • The bids shall be accepted only in respect of those bidders whose tenders are in line with the requirements as per NIT, terms and conditions of the tender document & clarifications issued during pre-bid meeting, if any.
   • Bids received without EMD or supporting documents will not be considered for technical evaluation.
   • The decision of the Employer in this regard shall be binding on the bidders and not open to question or appeals.

7. Selection Criteria for Awarding of Contract in case of Multiple L1 Bidders
   • The work may be awarded by NABARD to the bidder having highest marks in the Evaluation criteria (Annexure-VI) (as decided by NABARD) among the L1 bidders.
   • In case multiple L1 bidders get same marks in Evaluation Criteria also, then a Committee of officers from NABARD, will visit the work sites of the bidders and award marks to the work being carried out at site adopting an objective criteria. The work can then be awarded to the bidder with highest marks.
   • In case of multiple L1 bidders getting equal marks even after field visits, the final selection can be done based on the draw of lots, as may be decided jointly by the RO and select bidders, or by pulling the highest number from a box containing 30 numbers.
8. Any Conditional offer will not be accepted.
9. NABARD reserves the right to accept any or reject all the applications without assigning any reasons thereof. The tender is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their bids/ offers. The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.
10. NABARD makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.

For any clarifications, you may contact DPSP personally by meeting/calling the Nodal Officer or by sending e-mail at dpsp@nabard.org.

Yours faithfully

Sd/-

(Vikas Mittal)
Deputy General Manager

Encl: As above
To,  
The Chief General Manager,  
Department of Premises, Security and Procurement  
National Bank for Agriculture and Rural Development  
Head Office, Mumbai – 400051

Dear Sir,

Annual Maintenance Contract for Gardening Services at Bank’s Head Office Building and six Residential Colonies in Mumbai for the period from **01.04.2022 to 31.03.2023**

Having examined the tender document relating to the works specified in the Memorandum hereinafter set out, having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the Price Bid; in all respects of the tender and with such materials as are provided for, in accordance with such conditions in so far as they may be applicable.

**MEMORANDUM**

<table>
<thead>
<tr>
<th><strong>Subject</strong></th>
<th><strong>Details</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of work</td>
<td>Annual Maintenance Contracts for Gardening Services at Bank’s Head Office Building and six Residential Colonies in Mumbai for the period for 01.05.2022 to 31.03.2023</td>
</tr>
<tr>
<td>Location</td>
<td>NABARD Head Office, BKC, Mumbai</td>
</tr>
<tr>
<td>Earnest Money</td>
<td>Rs.40,000/-</td>
</tr>
<tr>
<td>Duration of the AMC</td>
<td>01st May 2022 to 31st March 2023 extended for one more years based on performance and NABARD decision.</td>
</tr>
<tr>
<td>Renewable</td>
<td>01 Year subject to satisfactorily performance of the work.</td>
</tr>
<tr>
<td>Retention Money Deposit (RMD)</td>
<td>5% of work value including GST. ISD will be adjusted in RMD.</td>
</tr>
<tr>
<td>Initial Security Deposit</td>
<td>2% of value of accepted tender value (including GST). EMD will be adjusted in RMD.</td>
</tr>
<tr>
<td>Statutory Deductions</td>
<td>Statutory Deductions such as Income Tax and GST, etc. shall be deducted from bills as per applicable rates.</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Terms of payment</td>
<td>Payment shall be done as per terms and conditions of contract &amp; tender.</td>
</tr>
</tbody>
</table>

Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions or the said Conditions of the tender annexed hereto in so far as they may be applicable. In case of in default the EMD/ISD will be forfeited.

Our Bankers are:
I. ........................................ Bank, ........................................ Branch, ........................................, Mumbai
II. ........................................ Bank, ........................................ Branch, ........................................, Mumbai
III. Type of account: Savings / Current account
IV. Bank Account No. :
V. IFS code of Bank and branch :
VI. GST & PAN

The names of partners of our firm are:
i) 
ii) 
iii) 

Name of the partner of the firm
Authorized to sign:

OR

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

Yours faithfully,

Signature of Tenderer with stamp
E-mail id:
Annexure – III

**PRE CONTRACT INTEGRITY PACT**

(₹200/- के व्यापिकेतर मुद्राक पर प्रस्तुत किया जाए)

(to be submitted on Rs. 200/- Non-judicial stamp paper)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ________________ day of the month of __________ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri_______, CGM, NABARD, DPSP, NABARD, HO, Mumbai hereinafter called the “Employer”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _______ represented by Shri ______________, Chief Executive Officer (hereinafter called “Tenderer” which expression shall include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Employer proposes to carry out the work of “__________________________” and the Tenderer is willing to offer/

has offered the quotes and

WHEREAS THE Tenderer is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Employer is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No. C-24, Block ‘G’, Bandra-Kurla Complex, Bandra (East), Mumbai.
NOW, THEREFORE,
kisii bh prakar bhe buhitaar se bheen ke liye sambidha de aarbh se paurv, uskhe dairan ya baad med ek
nikshak, pardeshi aur kisii prabhav ek hetu karen anunsran ka praanta karbyavhar rahit paurvghrh/
- he janaa kiyi nishadh karna

To avoid all forms of corruption by following a system that is fair, transparent and free
from any influence/ prejudiced dealings prior to, during and subsequent to the
currency of the contract to be entered into with a view to :-

Enabling the Employer to obtain the desired said stores/ equipment at a competitive
price in conformity with the defined specifications by avoiding the high cost and the
distortionary impact of corruption on public procurement and

Enabling Tenderers to abstain from bribing or indulging in any corrupt practice in
order to secure the contract by providing assurance to them that their competitors will
also abstain from bribing and other corrupt practices and the EMPLOYER will commit
to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the Employer

bh koi kha nishyakta jooda se rup pratyaksh ya pratyaksh saath ke sambidha ki he deeta wahan yah nishyakta
prakrity boaati sabhmati se sambidha is pradhanikari, boaati moolyaknak, sambidha dena ya iski karbhyavhan
prakrity ma lamb phunchan ke bade ma nishyakartas se sioche svachh apnae liye ya is sambidha se jood kisii
vyaktik, sargam ya tuhiy paakar ke liye pratyaksh rup se ya kisii mahyastu mahyastu se koi rekvart,
pratikul, upahar, puruskar koi di laakh ke prakar kisii yahnii axta bhoolik yahnii koi ya pakshpat,

Kerega hain maam

The Employer undertakes that no official of the Employer, connected directly or
indirectly with the contract, will demand, take a promise for or accept, directly or
through intermediaries, any bribe, consideration, gift, reward, favour or any material
or immaterial benefit of any other advantage from the TENDERER, either for
themselves or for any person, organization or third party related to the contract in
exchange for an advantage in the bidding process, bid evaluation, contracting or
implementation process related to the contract.

dairan ke charan kootaket-phi nishyakta 1.2 sabhi nishyakartawaa ke saath saman vyavhar kerega aur sabhi
nishyakartawaa ko saman janaakari pradhan kerega aur koi koi ii bh janaakari kisii vishesh nishyakartaa
ko pradhan haini kerega jo any nishyakartaa ki tuuna ma us vishesh nishyakartaa ko laakh pradhan karte
hain.
The Employer will, during the pre-contract stage, treat all TENDERERs alike and will provide to all TENDERERs the same information and will not provide any such information to any particular TENDERER, which could afford an advantage to that particular TENDERER in comparison to other TENDERERs.

All the officials of the EMPLOYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the TENDERER to the EMPLOYER with full and verifiable facts and the same is prima facie found to be correct by the EMPLOYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the EMPLOYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry in being conducted by the EMPLOYER the proceedings under the contract would not be stalled.

Commitments of TENDERERs

The TENDERER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during an pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3. The TENDERER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
The TENDERER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

The TENDERER further confirms and declares to the EMPLOYER that the TENDERERs shall disclose the name and address of agents and representatives and Indian TENDERERs shall disclose their foreign principles or associates.

The TENDERER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

The TENDERER further confirms and declares to the EMPLOYER that the TENDERER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.

The TENDERER further confirms and declares to the EMPLOYER that the TENDERER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EMPLOYER or any of its functionaries, whether officially or unofficially to the award of the contract to the TENDERER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The TENDERER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EMPLOYER or their family members, agents,
brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The TENDERER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The TENDERER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the EMPLOYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.

The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The TENDERER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER either directly or indirectly is a relative of any of the officers of the EMPLOYER, or alternatively if any relative of an officer of the EMPLOYER has financial interest/ stake in the TENDERER’s firm, the same shall be disclosed by the TENDERER at the time of filling of tender.

If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER either directly or indirectly is a relative of any of the officers of the EMPLOYER, or alternatively if any relative of an officer of the EMPLOYER has financial interest/ stake in the TENDERER’s firm, the same shall be disclosed by the TENDERER at the time of filling of tender.

This project is based on the "Rish')?>

Seal & Signature of the Tenderer
The term ‘relative’ for this purpose would be as defined in Section 6 of the Companies Act 1986. The TENDERER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EMPLOYER.

Previous Transgression

The TENDERER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify TENDERER’s exclusion from the tender process.

Earnest Money (Security Deposit)

While submitting Price bid, the TENDERER shall deposit an amount Rs.40,000/- as Earnest Money/ Security Deposit, with the EMPLOYER through online in favour of NABARD.

The Earnest Money/ Security Deposit shall be valid up-to a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the TENDERER and the EMPLOYER, including defect liability period, whichever is later.

Seal & Signature of the Tenderer
In case of the successful TENDERER a clause would also be incorporated in the Article retaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

Any breach of the aforesaid provisions by the TENDERER or any one employed by it to immediately cancel the contract, if already signed, without giving any reason or assigning any compensation to the TENDERER. However, the proceedings with the other TENDERER(s) would continue.

To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the TENDERER. However, the proceedings with the other TENDERER(s) would continue.

No interest shall be payable by the EMPLOYER to the TENDERER on Earnest Money/Security Deposit for the period of its currency.

The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the EMPLOYER and the EMPLOYER shall not be required to assign any reason therefore.

To immediately cancel the contract, if already signed, without giving any compensation to the TENDERER.  

To recover all sums already paid by the EMPLOYER, and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TENDERER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the TENDERER from the EMPLOYER in connection with another contract
for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

नियोजक का द्वारा पहले किए गए भुगतान और ब्याज की वसूली के लिए निविदाकर्ता का दी गई अत्यधिक बैंक गारंटी और निष्पादन बैंड / वारंटी बैंड का नकदीकरण किया जाएगा.

To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the EMPLOYER, along with interest.

निविदाकर्ता के साथ सभी या कोई और ठेका रद्द किया जाएगा. निविदाकर्ता को इस प्रकार के रद्/उल्लंघन के परिणामस्वरूप नियोजक की हुए किसी नुकसान या हानि की क्षति पूर्ति करनी होगी और नियोजक, निविदाकर्ता को देर राशि से यह राशि वसूली का हकदार होगा.

To cancel all or any other contracts with TENDERER. The TENDERER shall be liable to pay compensation for any loss or damage to the EMPLOYER resulting from such cancellation/ rescission and the EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the TENDERER.

निविदाकर्ता को भारत सरकार की प्रतिष्ठा में भाग लेने पर स्वयंस्वीं 5 वर्ष की अवधि के के लिए प्रतिबंध लगा सकता है. नियोजक अपने विवेकाधिकार से इस अवधि की आगे बढ़ा सकता है.

To debar the TENDERER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EMPLOYER.

इस ठेके को प्राप्त करने के लिए इस करार का उल्लंघन करते हुए निविदाकर्ता (ओं) (द्वारा किसी बिखौलिये या एजेंट या मायस्थ को किए गए सभी भुगतान की वसूली की जाएगी.

To recover all sums paid in violation of this Pact by TENDERER(S) to any middleman or agent or broker with a view to securing the contract.

किसी संविदा के संबंध में नियोजक और निविदाकर्ता द्वारा हस्ताक्षरित अप्रतिस्पर्धी ऋण पत्रों के मामले में ऐसे ऋण पत्र खोले नहीं जाएंगे.

In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EMPLOYER with the TENDERER, the same shall not be opened.

इस करार के उल्लंघन के लिए डंड के रूप में नियोजक द्वारा परफार्मेंस बैंड जब्त करनें के निर्णय की स्थिति में बिना कोई कारण बताए इसे जब्त किया जाएगा.

Forfeiture of Performance Bond in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

नियोजक का निविदाकर्ता या उनके किसी कर्मचारी या उनकी ओर से) निविदाकर्ता की जानकारी से अथवा जानकारी के लिए (कार्यरत किसी के द्वारा इस संबंध में भारतीय डंड विधान, 1860 के अध्याय 1X या भ्रष्टाचार निवारण अधिनियम, 1988 या भ्रष्टाचार निवारण के लिए बनाए गए किसी अन्य अधिनियम में परिभाषित किसी अपराध के लिए इस करार के पैर)6.1 i) से) x) तक में उल्लंघित सभी या कोई कर्रवाई करने का अधिकार होगा.

The EMPLOYER will be entitled to take all or any of the actions mentioned at para of this Pact also on the Commission by the TENDERER or any one employed by it or acting on its behalf (whether with our without the knowledge of the TENDERER), of
an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the EMPLOYER to the effect that a breach of the provisions of the Pact has been committed by the TENDERER shall be final and conclusive on the TENDERER. However, the TENDERER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

The TENDERER undertakes that it has not supplied/s not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and it is found at any stage that similar product/systems or sub systems was supplied by the TENDERER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the TENDERER to the EMPLOYER, if the contract has already been concluded.

The EMPLOYER has appointed Independent External Monitor Shri P K Sangewar, IRSS(Retd.) (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EMPLOYER.

The EMPLOYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

The EMPLOYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority of EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the EMPLOYER/TENDERER and should the occasion arise submit proposals for correcting problematic situations.
In case of any allegation of violation of any provisions of this Pact or payment of commission, the EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the TENDERER and the TENDERER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

विधि और अधिकार क्षेत्र Law and Place of Jurisdiction

यह करार भारतीय न्याय व्यवस्था के अंधों होगा .कार्य स्थान और अधिकार क्षेत्र नियोक्ता स्थल होगा .This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the EMPLOYER.

अन्य कानूनी कार्यवाही Other Legal Actions

इस सत्यनिष्ठा करार में निर्धारित कार्यवाही किसी अन्य कानूनी कार्यवाही पर प्रतिकूल प्रभाव डाले बिना होगी जोकि किसी सिविल या आपराधिक कार्यवाही संबंधी वर्तमान में लागू कानूनों के प्रावधानों के अनुरूप होगी .

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

वैधता Validity

यह सत्यनिष्ठा करार हस्ताक्षर करने की तिथि से लेकर वारंटी अवधि सहित पाँच वर्षों तक अथवा नियोक्ता और निविदाकर्ता/विक्रेता की सत्यि से निविदा के पूर्ण निष्पादन तक ,जो भी बाद में हो .वैध होगी यदि निविदाकर्ता/कार्यनिष्पादन करने में असफल होता है तो निविदा पर हस्ताक्षर करने के छह महीने बाद यह सत्यनिष्ठा करार समाप्त हो जाएगा .

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the EMPLOYER and the TENDERER/Seller, including warranty period, whichever is later in case TENDERER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

इस करार का एक या कई प्रावधान अवैध हो जाने पर शेष करार वैध रहेगा .ऐसी स्थिति में पक्षकार मूल उद्देश्य के अनुसार एक सहमति पर पहुंचने का प्रयास करेंगे .

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

निम्नलिखित पक्षकार इस सत्यनिष्ठा करार को यहां को निम्नानुसार हस्ताक्षर करते हैं

The parties hereby sign this Integrity Pact at ______________ on ____________.

Seal & Signature of the Tenderer
नियोक्ता EMPLOYER
पदनाम Designation

नाबार्ड NABARD
अधिकारी का नाम Name of the Officer

साक्ष्य Witness

_______________________
_______________________
_______________________

1. _______________________
2. _______________________

NABARD

Seal & Signature of the Tenderer
## Pre-qualification Criteria

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Criteria</th>
<th>Documents to be submitted</th>
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</thead>
</table>
| 1       | (a) The bidders who have minimum 07 years of experience (ending 31.03.2022) in undertaking similar area of works and who fulfil the following criteria are eligible to tender:  
(b) The **Average annual turnover of the bidder during each of the last 3 years should be at least Rs.7,00,000/-**  
The bidder should have successfully executed and completed projects involving garden maintenance and similar type of work executed during last seven years (ending 31.03.2021):  
i) Three works whose individual value is not less than Rs.8,00,000/- each or  
ii) Two works whose individual value is not less than Rs.10,00,000/- each or  
iii) One work whose value is not less than Rs.16,00,000/- | Copy of IT return for the last 3 years to be furnished.  
Work orders and completion certificates in support of experience to be enclosed. |
<p>| 2       | Bidder should have executed minimum one similar work in NABARD / Govt./ Semi Govt. and PSU during last 7 years. | As per enclosed format Part – II (A). |</p>
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<td>3</td>
<td>Tender shall be accompanied by a copy of each of the documents.</td>
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<td>- Articles of Association/Memorandum of Association/ partnership deed/ any other relevant document showing composition of the firm,</td>
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<td>- PAN, GSTN Registration, Employee State Insurance Act registration, PF registration, Particulars of bankers &amp; Bank account details. Details of work experience shall be supported by work orders and corresponding completion certificates. Latest audited final accounts of the business of the contractor duly certified by a Chartered Accountant/certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years. If required, original certificates shall be produced for verification by the tenderer and will be returned after verification.</td>
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<td>Bidder should have at-least one key person having Specialist degree/Certificate in Horticulture / Garden maintenance to be engaged as a common supervisor.</td>
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<td>Experience certificate/ Degree to be enclosed.</td>
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<td>5</td>
<td>Details of similar projects executed with Corporates / Apartments, etc. during the last 5 years by the firm together with approximate cost of the individual project along with full postal address of the client for whom the works have been executed.</td>
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<td>As per enclosed format (Part – I, II &amp; III).</td>
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# PART – I

**BASIC INFORMATION**

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<tr>
<th>Sl.</th>
<th>Particulars</th>
<th>Information</th>
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<tbody>
<tr>
<td>1</td>
<td>Name/address of the organization</td>
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<td>2</td>
<td>Type of Organization- Whether Proprietorship, Partnership etc. (Please enclose related documents)</td>
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<td>3</td>
<td>Name of the Proprietor/ Partners/ Directors in the organization</td>
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<td>Details of Registration (Firm, Company etc.) (Registering Authority, Date, Number etc.)</td>
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<td>5</td>
<td>Experience in the respective field of work (Please enclose supporting documents)</td>
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<td>a) Registered office address and telephone no.</td>
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<td>7</td>
<td>b) Office address through which the work will be handled in Mumbai</td>
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<td>8</td>
<td>Indicate if involved in any litigation, arbitration or any civil suit pending in any of the works executed during last 5 years/ being executed. If yes, please furnish the name of the project &amp; employer, nature of work, contract value, work order and date &amp; brief details of litigation.</td>
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<td>Attach a separate sheet, if required</td>
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<td>10</td>
<td>Kindly mention if your firm/ agency/ company is blacklisted/ debarred by NABARD or any other public institution along with relevant details</td>
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</table>

**SIGNATURE OF THE BIDDER (WITH SEAL)**

* Attach a separate sheet, if required.
PART – II (A) List of works executed in NABARD / Govt./Semi Govt. and PSU (costing as mentioned in the Pre-qualification Criteria)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the work &amp; location</th>
<th>Nature of work involved in the contract</th>
<th>Name &amp; address of the owner and architect</th>
<th>Name, designation, address of the officer under whom the work was carried out</th>
<th>Executed area of works</th>
<th>Completion period (stipulated)</th>
<th>Completion period (actual)</th>
<th>Contract amount in Rs.</th>
<th>Any other relevant information including reason, if any, for delay in completion of work</th>
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PART-II (B)

Previous Experience - List of similar projects executed in Corporates / Apartments, etc. (costing as mentioned in the Pre-qualification Criteria)

<table>
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<tr>
<th>Sr. No.</th>
<th>Name of the work &amp; location</th>
<th>Nature of work involved in the contract</th>
<th>Name &amp; address of the owner and architect</th>
<th>Name, designation, address of the officer under whom the work was carried out</th>
<th>Executed area</th>
<th>Completion period (stipulated)</th>
<th>Completion period (actual)</th>
<th>Contract amount in Rs.</th>
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### PART III

**LIST OF TECHNICAL PERSONNEL**

Giving details about their Technical qualifications, experience etc.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name</th>
<th>Age</th>
<th>Qualifications</th>
<th>Experience in years</th>
<th>Nature of work handled</th>
<th>Name of the Projects handled</th>
<th>Date from which employed in your organization</th>
<th>Any other remarks</th>
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<tbody>
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</tbody>
</table>

* With specific mention of personnel to be associated with the proposed work for which tender is invited.*
PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the bidders for effecting payment through ECS (e-payments)

Name and address of bidders with phone no.

Name of the account holder (As appearing in the Bank account)

Name of the Bank

Name of the Branch

Account number

RTGS/ NEFT/ IFS Code

Type of account (Savings, current, etc.)

PAN Number

Service Tax No. /GST No.

Seal and Signature of the bidder

Encl : Copy of cancelled cheque leaf

: Copy of PAN card

: Copy of GST registration
## Evaluation Criteria

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PART A</strong></td>
<td><strong>Technical Capability</strong></td>
<td>20</td>
</tr>
<tr>
<td>1.1</td>
<td>Legal Structure</td>
<td>2</td>
</tr>
<tr>
<td>1.1.1</td>
<td>Private/Public Limited</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Partnership/propriety</td>
<td>1</td>
</tr>
<tr>
<td>1.1.2</td>
<td>Work Experience in the field of Garden maintenance</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>&gt; 15 years</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>&gt;=10 - 15 years</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>&gt;=7 - 10 years</td>
<td>4</td>
</tr>
<tr>
<td>1.1.3</td>
<td>Qualification of site in-charge of proposed work (Horticulture / Garden maintenance)</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>Graduation</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>Diploma</td>
<td>5</td>
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<tr>
<td></td>
<td>Certificate Course</td>
<td>2</td>
</tr>
<tr>
<td><strong>1.2</strong></td>
<td><strong>Financial Capability</strong></td>
<td>15</td>
</tr>
<tr>
<td>1.2.1</td>
<td>Maximum single work done by the bidder during the last 5 Financial Years</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(i) &gt; 40 lakh</td>
<td>5</td>
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<tr>
<td></td>
<td>(ii) &gt;=40 - 20 lakh</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>(iii) &lt; 20 lakh</td>
<td>2</td>
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<tr>
<td>1.2.2</td>
<td>The average Financial turnover of the work handled by the bidder for the last 5 Financial Years</td>
<td></td>
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<tr>
<td></td>
<td>(i) &gt; 40 lakh</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>(ii) &gt;=40 - 20 lakh</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>(iii) &lt; 20 lakh</td>
<td>2</td>
</tr>
<tr>
<td><strong>1.3</strong></td>
<td><strong>Specific Capability / Experience of the Bidder relevant to the assignment</strong></td>
<td>15</td>
</tr>
<tr>
<td>1.3.1</td>
<td>No of Assignments in Public/private institution (with more than 5600.00 Sq.mt.) completed in India in last 5 years year (as on date of bid submission)</td>
<td>10</td>
</tr>
<tr>
<td>Strength of the staff on payroll engaged for garden maintenance in India (Proof to be submitted)</td>
<td>5</td>
<td></td>
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<tr>
<td>-----------------------------------------------</td>
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<td></td>
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<tr>
<td>&gt; 20</td>
<td>5</td>
<td></td>
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<tr>
<td>20 =&lt; 6</td>
<td>1</td>
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</tbody>
</table>

**Note:** Evaluation Criteria shall be considered only when multiple bidders are L1. Selection Criteria for Awarding of Contract in case of Multiple L1 Bidders:

- The work may be awarded by NABARD to the bidder having highest marks in the Evaluation criteria (as decided by NABARD) among the L1 bidders.
- In case multiple L1 bidders get same marks in Evaluation Criteria also, then a Committee of officers from NABARD, will visit the work sites of the bidders and award marks to the work being carried out at site adopting an objective criteria. The work can then be awarded to the bidder with highest marks.
- In case of multiple L1 bidders getting equal marks even after field visits, the final selection can be done based on the draw of lots, as may be decided jointly by the RO and select bidders, or by pulling the highest number from a box containing 30 numbers.
Annexure-VII

Terms and Conditions

Annual Maintenance Contract for Gardening Works for a contract period from 01.05.2022 to 31.03.2023

A. Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.

B. Before deployment of staff, their bio-data/competence shall be verified by the Bank’s officials in the beginning of AMC as well as changing the staff/labor.

C. The deduction from the monthly payment will be made based on the absence of labors and also as per the penalty clause in Special Terms and Conditions.

D. The contractor has to give satisfactory services for all works of AMC and bank reserves the right to remove/delete any particular work from the awarded AMC. The contractor has to submit one monthly/quarterly bill, as the case may be.

E. The contractor will comply with Labour Laws requirements and maintain the muster roll and wage register etc. and produce the same in the NABARD office, if required. The contractor shall submit the necessary information/data to the concerned statutory authorities in the desired format.

F. For pro-rata deduction, the total no. of days in a month will be taken as 30 days.

G. Quoted rate for Service Charges should be workable, reasonable and should include incidental and all overheads and profits. Service Charges @ Zero Percent and its derivatives will not be considered and such tenders shall be treated as Invalid. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required. Rates should include all Taxes, Duties, Octroi, Levies, GST, etc., in accordance with various statutory enactments and should be firm for the entire Contract Period. Statutory deductions shall be made as per the rules.

H. Rates should include all Taxes, GST, etc., in accordance with various statutory enactments and should be firm for the entire Contract Period. Minimum wages, ESI and EPF have to be paid to the workers as per latest GOI Notification. Bonus shall be paid on reimbursement basis.

I. Materials used should conform to relevant BIS Codes. BIS and CPWD Specifications and method of measurements shall be followed as applicable. However, in the absence of the same, the decision of NABARD will be final.

J. Monthly payments will be made in the case of Gardening AMC works based on the bills submitted by the Contractor and certified by the concerned NABARD Officials to the effect that the works / complaints recorded in the registers/software are attended and rectified as per the scope of the work. The
Contractor has to get the Signature of the NABARD Officials after completion of the respective works on the formats enclosed/given for respective work and should submit all these with the bill.

K. Any discrepancy in settlement of bills may be brought to the notice of NABARD within a period of one month of the settlement of the Bills. NABARD will not entertain any claim regarding any dispute in settlement of the bills after stipulated time. Contractor is requested to adhere with this instruction. Failure, NABARD shall not be responsible.

L. Income Tax, GST and other taxes, as applicable, will be deducted from total payment due to the Contractors.

M. All works, complaints / instructions given by the respective authorities covered under the Annual Maintenance Contract are to be attended on the same day. In case of delay in attending the work in time, NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD.

N. The Contractor should have valid license relating to his Contract as per the existing laws and the work-men employed by the Contractor should also have the experience in their trade.

O. The Contractor should arrange to obtain necessary insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy for his employees at his cost and should be responsible for the safety of persons employed by him. The CAR policies are required to be at least for 1.25 times of the contract value and required to be produced of demanded by NABARD.

P. The Contractor shall be fully responsible and shall indemnify NABARD with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The decision of NABARD in this regard shall be final and binding.

Q. The contractor shall pay the personnel deployed in NABARD premises, their wages in accordance with the rate quoted by the vendor on a monthly basis. The contractor shall also make any statutory contribution/payment in respect of the personnel deployed by them in NABARD.

R. The contractor will be responsible for timely payment to its personnel deployed in the premises and compliance of all statutory provisions etc. in respect of the persons deployed by them in NABARD. The Contractor shall be responsible to fulfill all the obligations in connection with the workers employed by it for the purpose of the Contract and all the Statutory and other liabilities etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor. The contractor shall liaise with Labour
Dept. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.

S. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.

T. The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law(s) for entering into Maintenance Contract and the Bank will not in any way be liable or responsible for any default / irregularities / penalties on the Contractor's part.

U. The following requisites are to be fulfilled by the contractor:
   - Time schedule of works
   - Presence of required number of the persons at the site as per contract
   - Maintain desired quality of the work as per specification
   - The penalties for not complying with the above are indicated in Terms & Condition of contract.

V. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labor Legislations in respect of personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/compensation/absorption/regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970.

W. The Contractor shall comply with the provisions of Contract Labor (Regulation and Abolition) Act, 1970, Minimum Wages Act and all other Labor Laws and other Statutory Regulations (both Central and States) that may be enforced from time to time by the Appropriate Authorities. NABARD shall not be responsible for any penalty on failure on the part of contractor to comply with any Labor Regulations.

X. The contractor shall ensure that the payment is regularly credited to the bank account of the individual labor employed at Bank’s premises and pay-slips for respective payments are duly issued regularly. NABARD will ask for present/past pay-slips and payment records related to be submitted along with the monthly bill. In extraordinary case of wages being disbursed in cash, the same may be done in the presence of authorized representative of NABARD as required as under relevant law.
Y. The manpower deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labor legislations. Receipt of any complaint in this regard shall be viewed seriously.

Z. No additional payment shall be made if contractor keeps more staff at site for completing the pending work or if contractor is not able to perform satisfactorily as per the contract provision.

AA. The Contractor or his authorized representative should visit the site as per requirement and meet NABARD's Officer with prior appointment for any clarifications and to receive instructions, etc. at the site.

BB. The Contractor’s workers should report to NABARD Officer/ACT/NABARD representative Site supervisor as per the schedule of works mentioned in the Price bid/ Bill of Quantities. A register will be kept at site on all the locations showing attendance on day-to-day basis on which the security guard on duty /ACT/CT/NABARD representative will countersign the time when contractor’s worker arrives & signs at site. The same or copy shall be presented along with the Contractor’s monthly bill.

CC. The workers / staff employed should wear color code uniforms displaying contractor firm’s name. The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations under this Contract. Any indecent behavior / suspicious activities of the staff employed shall be viewed seriously and a suitable penalty shall be imposed on contractor. The contractor is also required to submit the list of workers with photo ID, Age Proof, educational qualification, address proof, etc. before deputing the workers. An attendance register shall be maintained at site indicating number of persons deployed for the inspection by NABARD officials/representative.

DD. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to levy damages or fine and / or even terminate the Contract forthwith, if necessary.

EE. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and/or by taking recourse to appropriate recovery proceedings. The contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility
of the contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the contractor to NABARD or any person authorized by NABARD, on demand. Further, the contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.

**FF.** "Any dispute or difference whatsoever arising on any matter concerning this contract between the parties out of or relating to the services, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any modification thereof. The arbitration shall be conducted by sole arbitrator appointed by NABARD and the award made in pursuance thereof shall be binding on the parties."

**GG.** The venue of the arbitration shall be at Mumbai.

**HH.** The language of arbitration shall be English.

**II.** Work under the contract shall be continued by the contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

**JJ.** The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.

**KK.** The personnel deployed by the Contractor can use the common facilities such as drinking water, toilet, etc. if any, provided at the premises. However, it should be ensured that the same should be kept in hygienic condition.

**LL.** The work should be carried out with minimum inconvenience to the occupants. The workers employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants, etc.

**MM.** The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required, in accordance with this Tender. The Contractor should obtain approvals, if any, necessary for the work from the Statutory Bodies on behalf of the NABARD. The Contractor shall assist the NABARD fully in respect of any liaison with the Municipal or any other Authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any,
will be reimbursed to the Contractor based on the original receipts produced to the NABARD.

NN. The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD’s residential/Office premises.

OO. The engaged staff shall also undertake other specific work related with/without Gardening works and other works during working hours as per instruction of ACT/NABARD Officer, if required.

PP. **Termination of agreement:** “If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a **notice period of 30 days**, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period if

- In the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or
- The contractor commits a breach of any terms and conditions of this agreement and/or
- The contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of contractor and/or
- for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
- There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.

QQ. In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

RR. In case the Contractor desires to terminate the Contract, he may do so by giving the Bank a notice period of three months.

SS. On site storage, space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of the NABARD. NABARD will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD. If any statutory charges are required to be paid for erection of sheds, the same should be borne by the Contractor.

TT. The Contractor shall provide necessary Tools & Plants materials or any other equipment, materials, labor, etc. and no payment in this regard will be made by NABARD. The Contractor shall supply, fix and maintain all the scaffoldings, Jhulla
, T&P, etc., at his own cost during the execution of any work and remove them as soon as the work is completed, without causing any damage to NABARD’s property.

**UU.** The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD. But he can engage various licensed agencies/agencies for carrying out different works.

**VV.** While submitting the monthly bill for AMC, the contractors have to submit all the required documents / statements as desired by NABARD. Contractor will not link payments to his labors with the settlement of his bill by NABARD. Further, bidders are at all times advised to keep revolving funds from their own sources equivalent to 2 Months’ salary for smooth functioning of works.

**WW.** It is the contractor’s responsibility to coordinate with other service providers viz. companies, municipality etc. for completion of the work, if required and attending to the work along with laisoning with local bodies including making payments to statutory bodies. Bank shall reimburse the payments for such works on production of valid receipts. No other charges for such works shall be payable.

**XX.** Validity of Offer: 90 days from the date of opening of the Tenders.

**YY.** The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper as per the prevailing rates in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which bidders EMD/ISD may stand forfeited.

**ZZ.** Additional Terms and Conditions, Special conditions, Safety conditions as stated in attached sheets.

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

Place :

Date :

Address :

Name and Seal:

Signature of the Tenderer:
SPECIAL CONDITIONS OF THE CONTRACT (Annexure-VIII)

A. Selection Criteria for Awarding of Contract in case of Multiple L1 Bidders –

- The work may be awarded by NABARD to the bidder having highest marks in the Evaluation criteria (as decided by NABARD) among the L1 bidders.

- In case multiple L1 bidders get same marks in Evaluation Criteria (Annexure-VI) also, then a Committee of officers from NABARD, will visit the work sites of the bidders and award marks to the work being carried out at site adopting an objective criteria. The work can then be awarded to the bidder with highest marks.

- In case of multiple L1 bidders getting equal marks even after field visits, the final selection can be done based on the draw of lots, as may be decided jointly by the RO and select bidders, or by pulling the highest number from a box containing 30 numbers.

B. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.

C. Contractor shall maintain a proper Record/ Register indicating reasons for not attending to any particular work time schedule, failing which penalty as per Bank’s decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints will be as under:

<table>
<thead>
<tr>
<th>Nature of work</th>
<th>Time of completion</th>
<th>Penalty for delay</th>
</tr>
</thead>
<tbody>
<tr>
<td>All items indicated in scope of works based on their periodicity</td>
<td>As given in scope of works</td>
<td>Rs. 500 per day</td>
</tr>
</tbody>
</table>

D. The minimum nos. of labor, as per the price bid in Annexure – XV, shall be deployed for undertaking the maintenance of Gardening works. The same should be strictly followed.

E. The responsibility of engaging and maintaining sanctioned strength of gardeners lies with the Contractor in view of timely attention and completion of the routine works within the given period.

F. Penalty clause: In case of absence of any worker (minimum specified in the BOQ), the amount will be deducted as below.
**For absent individual staff:**

For each labor, if absence is more than 20% in a month, (i.e. \( \geq 6 \) days for 30 days in a month as standard), Penalty @ Rs. 650/day for absence in the month.

**Ex: Penalty = 650 X no. of days of absent**

**Additional Penalty:** If the contractor continues to fail to engage sufficient workers and does not show sufficient progress in attending to the works, NABARD may, after issuing written notices, levy additional penalty @ Rs. 1300/day for period of absence, which will be recovered from the Contractor's bill.

G. The property will be handed over to the Contractor for Gardening works on 'as is where is' basis and the contractor shall be required to carry out pending works at his cost and continue to ensure proper service to a reasonably satisfactory level.

H. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.

**Declaration by the Contractor**

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

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

Place :

Date :

Address :

Name and Seal :

Signature of the Tenderer :
SAFETY CODE

The Contractor shall maintain in a readily accessible place **first aid** appliances including adequate supply of sterilized dressings and cotton wool.

An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.

No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. Clear and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.

It is entirely the responsibility of the contractor to follow the safety procedures such as using safety belts, lifelines, helmets; rubber gloves etc. depending upon the nature of works. Contractor is free to approach NABARD for any suggestion in this regard. However, any lapse in this regard will be viewed seriously.

A penalty of Rs. 1,000.00 shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of Rs. 2,000.00 shall be levied if violation is repeated.

Penal action will also be taken if the contractor’s supervisors and workmen do not wear the uniforms and photo identity cards issued by the contractor and thus pose a security risk to the safety of the Bank’s establishments, its officers and the families of its officers residing in flats. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.

An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work.

**Declaration by the Contractor**

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

Place : 
Date : (Signature of the Tenderer)
Address : Name and Seal :
SCOPE OF WORKS

Scope of Gardening works-

The following works are to be done under AMC for the captioned work by deploying experienced gardeners/ Common Supervisors at different sites as detailed under Annexure-XV:

1. **Provide all the tools, tackles, such as lawn mowers, rollers, sickles, knives, scissors, PVC flexible pipe for watering of required size and length, water jugs for sprinkling water on plants and all other relevant accessories generally required for gardening and horticulture jobs.**

2. **If contractor fails to provide the necessary tools to the gardeners, Bank will provide the same and the cost will be recovered from the bills of the contractor.**

3. Spreading of earth, manure / compost, sludge etc. to the required thickness, levelling, and dressing the area as and when necessary or as desired by NABARD, either inside garden area or outside garden area. **For bringing the red soil/organic manure by truck/lorry, fertilizers and pesticides such as urea, potash, etc., extra payment will be made by NABARD for a truckload or for specific quantity.**

4. Maintaining/Renovating the lawns/gardens including de-weeding, mowing the grass, forking the ground, top dressing with sludge or manure, mixing the same with forked soil, watering, etc. as and when necessary or as desired by NABARD.

5. **The plant pots inside the building will have to be replaced with standby pots as per the desired frequency. During this process, the plants, leaves and pots shall be cleaned. Further, the gardeners will also check the stagnant water in planters so as to arrest the mosquito breeding.**

6. Uprooting rank vegetation, other plant growths and weeds by digging the area, forking repeatedly, breaking clods, etc. all complete as and when necessary or as desired by NABARD.

7. Preparation of beds for seasonal flowers, hedging and shrubbery, as per requirement, by proper excavation, breaking clods, mixing with sludge, manure etc. as required or as desired by NABARD.

8. Maintaining the existing garden and plants condition to the satisfaction level of Bank, if necessary, by planting additional seasonal plants, perennial flowering plants, grass, etc. with proper soil preparation and application of manures etc. from time to time as required or as desired by NABARD.
9. **Pruning the branches/parts of all types of live trees and plants from the entire colony as and when necessary and as desired by NABARD and taking away those out of the colony. Necessary permission, if required from Municipal authorities shall be obtained by the contractor before commencing such works. Such exercise to be done on annual basis prior to commencement of Monsoon. No extra payment shall be paid to contractor for doing the same. However, charges paid to BMC/Govt. Authorities will be reimbursed on actual basis on submission of proof. Contractor while quoting the rate should factor such works in service charges. The contractor shall indemnify the municipal/statutory authority of any responsibility on this account. The contractor shall make all the coordination with the BMC.**

10. Uprooting and cutting the dead trees, plants, unwanted shrubs from the entire colony and taking those away from the colony from time to time as and when necessary or as required or as desired by NABARD. **No extra payment shall be paid to contractor for doing the same. However, charges paid to BMC/Govt. Authorities will be reimbursed on actual basis on submission of proof. Contractor while quoting the rate should factor such works in service charges. Permissions, if any, required will be Contractor’s responsibility. Contractor have to follow all govt. regulations in this regards.**

11. Erecting bamboo fencing including supplying of bamboo etc. in and around the garden area or the areas alongside the existing garden to protect the garden from foreign invasion, as directed by NABARD Officer.

12. Removing dead leaves, polythene bags, papers and any other foreign materials from inside the garden and lawn area every day and upkeep the garden and lawn.

13. Laying the loose bricks on edge cum end and half-inserted inside the ground (in inclined position) around the plants or in a line as desired/directed. NABARD will made extra payment for purchase of bricks only, if required.

14. Painting of the bricks laid inside garden, flowerpots or any other portion inside garden or lawn as and when necessary with white lime or brick red color as directed.

15. Regular maintenance of plants in the flower pots including watering daily, manuring, adding extra earth, etc. all complete for healthy growth of plants in the pots. For replacement or damaged/broken pots and plants. In case of requirement of new plant & pots, the same will either purchased by NABARD directly from market or extra payment will be made to the contractor.

16. Any work (as described above) not done properly shall be re-done to the satisfaction of NABARD, for which no extra payment is admissible.
17. In case of failure to complete a job within specified time, the same may be got executed through another agency at the contractor's risk and cost without giving further notice.

18. All the rubbish, debris, unusable materials, dead tree trunks, plants etc. removed from inside the colony should be disposed of in the municipal dumping yard or any other suitable place not objectionable to municipal or any other statutory authority. The disposed materials should not create any environmental nuisance. NABARD shall not take any responsibility with regard to the above. Any penalty imposed on NABARD by municipal or any other statutory authority on this account shall be directly recovered from contractor's any bill or earnest money deposited with NABARD. The contractor shall indemnify the municipal/statutory authority of any responsibility on this account. The contractor shall make all the coordination with the BMC.

19. The gardeners must report to the Site Supervisor /Caretaker / ACT daily at a time mentioned in BOQ for taking any instructions.

20. Water shall be supplied free of cost by NABARD at the selected points inside the colony. The Contractor should arrange for sufficient long PVC flexible pipe for watering of required size and length at his cost or have sufficient buckets to carry water from the tap. No additional taping of water shall be permitted.

21. Gardeners will cooperate with compost plant (wherever installed) operators as desired by the Bank.

Important instructions:

a) The Gardening staff shall be responsible for cleaning of the gardens to ensure that the same is spic-and-span.

b) Pick up any litter lying in the Gardens of the Bank premises.

c) Any damage to the gardens or pots will be brought to the notice of the ACT/caretaker/Bank’s Officer immediately.

d) Over and above the activities mentioned above, if any further work will be done as and when required as per the instructions of the Concerned Authorities.

Special Instructions for all Gardening works.

i. To provide gardeners having Police verification reports.

ii. The manpower provided shall be available for a shift from 09.00 Hrs. to 17.00 Hrs. or as instructed. The deployment of manpower may be flexible and could be changed depending upon the work.

iii. To provide substitutes in case of absentees. Penalty will be imposed in case of absences as given in the special terms and conditions of the
contract. Contractor may take all necessary measures so that the work do not suffer because of the absence of its staff and to avoid penalty.

iv. The rate quoted for the Gardening work will include the cost of manpower and cost of tools / tackles etc.

v. All Gardening staff must be suitably trained with experience in a similar building to perform duties entrusted to them, and must be in proper uniform at all times. The staff must be polite and may be trained for the behavior in the office.

vi. Supervisor has to visit all sites on regular basis and oversee the gardening work and ensure that the gardens are well maintained to the satisfaction of NABARD.

vii. NABARD shall have the right to inspect the stock of materials supplied to you by NABARD as and when it may be fit and proper and you shall be liable to furnish proper accounts for the same. NABARD shall not be responsible to your workers in any manner whatsoever. The behavior of the workers will be polite and no complaint in this regard shall be entertained. Contractor shall be responsible for any complaints in this regard. NABARD will reserve its right to recover the loss of damage, if any, caused by bidders works during the period of performance of the work from any amount payable to him or otherwise NABARD’s decision in this regard shall be final.
CONTRACTOR’S LIABILITY & INSURANCE:

From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent any loss or damage to the works and shall be liable for any damage or loss or theft that may arise to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship, hurricane, floods, inundation, riots excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

Explanation: For the purpose of this condition, the expression “from the commencement to completion of work” shall mean the time commencing from the issue of the work order to the contractor and ending with the issue of Virtual Completion Certificate.

- Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, for their full value provided under this contract, increased by 25% of the contract value against the risk of loss or damage from any cause whatsoever including the causes enumerated in the foregoing Clauses (a) above. In the event of there being a variation in the nature and extent of the work, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premium shall be borne and paid by the contractor. The said insurance shall also provide for the removal of debris of the lost or the damaged works. The said insurance shall be in the joint name of the Employer and the Contractor, the Employer’s name being mentioned first in the policies and the Contractor should deposit with the Employer the said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by the Employer and shall be paid to the Contractor or any other agency of Employer’s choice in instalments for the purpose of rebuilding or replacement or repairing the works and/or goods destroyed or damaged as the case may be.

- If the Contractor has a blanket insurance policy for all the works to be executed by him and the policy covers all the items to be insured under the condition, the said policy shall be assigned by the Contractor in favor of the Employer, provide however that if any amount is payable under the policy by the insurers in respect of works other than the work under the Contract, the same may be recovered by the Contractors directly from the insurers.

- The contractor shall indemnify and keep indemnified the Employer against all losses and claims, damages or compensation under the provision of
the payments of Wages Act 1936, Minimum Wage Act 1948, Employer’s Liability Act 1938, Workmen’s Compensation Act 1923, the Maternity Benefit Act 1961, Bombay Shops and Establishment Act 1947, Industrial Dispute Act 1947, and the Contractor Labor (Regulation and Abolition) Act, 1970 and Employee’s State Insurance Act or any modification thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other person in or about the work whether in the employment of the employer or Contractor or not, and also against cost, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury of combination or any such claim.

- **Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the Employment of Contractor/sub-Contractor. For this purpose, an insurance shall be taken by the contractor or sub-contractor. Such an insurance shall be taken to include both employees/workmen covered by Workmen’s Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies shall be taken for employees/workmen covered by Workman’s Compensation Act 1923, and Employees/workmen not covered by the said Act. All the premium shall be paid by the Contractor.** Policy/policies taken under this clause for the personnel in employment with the Contractor/Sub-Contractor/nominated sub-Contractors, may be in their Employer’s names of the Contractors/sub-Contractors. In the event of any loss or injury to the personnel in employment with the contractors/sub-contractors, the Employee and the Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties. The policy in original shall be deposited with the Employer.

- The Contractor shall at all-time indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and or rehabilitation/repair and during the defects liability period and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of and in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Employer and the Consultants and their property by or in the course of the execution of the works.

- The Contractor shall provide the Employer with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing
paragraphs and that he has paid the necessary premium for keeping the policies valid till the expiry of defects liability period.

- The Contractor shall ensure that similar insurance policies are taken out by his sub-Contractors or nominated Contractors, if any, and shall be responsible for any claim or loss resulting from their failure of the subcontractor or nominated contractors to obtain adequate insurance protection in connection thereof. While taking the insurance policies, contractor should indicate clearly to the insurance companies that policies issued shall cover their sub- contractors and nominated sub- contractors also.

- If the Contractor fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the Employer may, without being bound to effect and keep in force any such insurance policy and pay such premium or premium, as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

- All insurance to be effected by the Contractor, and/or his sub- Contractors, or nominated sub-Contractors, if any, shall be taken only with any of the Nationalized Insurance Companies approved by the Employer.
Termination of Contract

After acceptance of offer, a contract agreement shall be entered into on a Non-Judicial stamp paper of Rs.200/- (Rupees Hundreds only). The cost of the same shall be borne by the successful bidder.

After completing the work and with approval of NABARD, the successful bidder shall submit his bill. Nothing will be paid to the successful bidder for any unfinished work for which NABARD’s written consent to start has not been obtained. In the event of foreclosure of the agreement at any stage, the successful bidder shall not have any claim for the unfinished work except already finished, accepted and approved by NABARD.

In case of any default or failure on successful bidder’s part to comply with all / any one of the Terms / Conditions, NABARD reserves the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to successful bidder and/or by taking recourse to appropriate recovery proceedings. The successful bidder shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the successful bidder so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the successful bidder to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the successful bidder to NABARD or any person authorized by NABARD, on demand. Further, the successful bidder will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.

(a) "Any dispute or difference whatsoever arising on any matter concerning this contract between the parties out of or relating to the services, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any modification thereof. The arbitration shall be conducted by sole arbitrator appointed by NABARD and the award made in pursuance thereof shall be binding on the parties."

(b) The venue of the arbitration shall be at Mumbai.

(c) The language of arbitration shall be English.

(d) Work under the contract shall be continued by the successful bidder during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
## ARTICLES OF AGREEMENT

**On Non-judicial stamp paper of Rs. 200/-**

### 1. इसमें आगे उल्लेख किए जाने वाले प्रतिक एवं तहत, ठेकेदार मूल्य बिड में दी गई शर्तें और इस कार्य में आगे लिए जा रही शर्तें (इन सभी को इसके पश्चात "उक्त शर्तें" कहा जाएगा) के अधीन उक्त तकनीकी विनिर्देशों, और मूल बिड में शामिल संबंधित दरें इसमें आगे निर्धारित की जाने वाली राशि अथवा कोई अन्य देय राशि (इस राशि को इसके पश्चात "उक्त ठेका राशि" कहा जाएगा) पर उक्त कार्यों को निर्धारित करना स्वीकार करता है।

### 2. IN consideration hereinafter mentioned, the Contractor will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer shall pay the Contractor the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.

3. The said Conditions and Appendix thereto and the Tender documents / Work Order attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.

4. This Agreement and Tender Documents / Work Order mentioned herein shall form the basis of this contract.

5. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.

6. The Contractor shall afford every reasonable facility for carrying out of all works of other Contractor employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.

7. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.

8. Time shall be considered as the essence of this contract, and the Contractor hereby agrees to commence the work/job within the tenth day of receipt of the work order as provided for in the said conditions and to complete the entire work within the time period prescribed below reckoned from the date of receipt of such work order subject

<table>
<thead>
<tr>
<th>2. नियोक्ता ठेकेदार को उक्त निविदा राशि अथवा समय-समय पर देय हाने वाली राशि का उक्त शार्तें में विनिर्दिष्ट तरीके से भुगतान करेगा।</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. उक्त शार्तें और उनके साथ के अनुबंधों तथा इसके साथ लगे निजीौदा दस्तावेजों / कार्य आदेश को इस करार के ही एक भाग के रूप में पढ़ा जाएगा और उसका अर्थ भी उसी प्रकार निकला जाएगा तथा दोनों पक्ष उक्त शार्तें का सम्मान पालन करेगे और तथा उक्त शार्तें और इसके साथ लगे दस्तावेजों को स्वीकार करेंगे और उनके अनुसार अपनी-अपनी और से इस करार का प्रतिबंध न करेंगे।</td>
</tr>
<tr>
<td>4. यह कार्य और इसमें उल्लिखित निजीौदा दस्तावेजों / कार्य आदेश इस संविदा का आधार बनेगे।</td>
</tr>
<tr>
<td>5. यह संविदा पूरे कार्य हेतु मद दर संविदा है जिसके अंतर्गत दरों की अनुसूची में दी गई दर पर अथवा उक्त शार्तों में दिए गए प्रावधानों के अनुसार कार्य स्थल पर आवश्यक इंस्टैलेशन करने पर भुगतान किया जाता है।</td>
</tr>
<tr>
<td>6. ठेकेदार नियोक्ता द्वारा नियुक्त अन्य ठेकेदारों के सभी कार्यों में सहयोग प्रदान करेगा तथा ऐसे कार्य समाप्त होने के पश्चात् दीवारों, फर्शों इत्यादि को हुई किसी भी हानि को ठीक करेगा।</td>
</tr>
<tr>
<td>7. इस संविदा पर बिना प्रतिकूल प्रभाव डाले नगर कार्य जोड़कर अथवा कार्य की कोई मदद हटाकर अथवा इसी कार्य को भागों में करने द्वारा इस कार्य की प्रकृति को बदलने का अधिकार नियोक्ता अपने पास सुरक्षित रखता है।</td>
</tr>
</tbody>
</table>
| 8. समय इस संविदा का सर्वविधिक महत्वपूर्ण शब्द होगा। तथा ठेकेदार एवं दर्शावा यह स्वीकार करता है कि वह कार्यादेश दिलाने के दस्तावेज के भीतर उक्त शार्तों में दिए गए अनुसार कार्य काम शुरू कर देगा और कार्यादेश प्राप्त किए जाने की तारीख से गणना करते हुए समय को बढ़ाए जाने का प्रावधान होता हुए भी नीचे विनिर्दिष्ट समय सीमा के भीतर पूरा कार्य कर्ता.
<table>
<thead>
<tr>
<th>कर देगा.</th>
<th>nevertheless to the provision for extension of time.</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. नियोक्ता द्वारा इस संविदा के तहत किए जाने वाले सभी भूगतान सिर्फ़ मुंबई में ही किए जाएंगे.</td>
<td>9. All payments by the Employer under this contract will be made only at Mumbai.</td>
</tr>
<tr>
<td>10. इस करार के संबंध में उठने वाले अथवा इससे किसी भी प्रकार से संबंधित सभी विवाद मुंबई में ही उठे विवाद माने जाएंगे और मुंबई स्थित न्यायालयों को ही उक्त के संबंध में निर्णय लेने का क्षेत्राधिकार होगा.</td>
<td>10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have the jurisdiction to determine the same to the exclusion of all other courts.</td>
</tr>
<tr>
<td>11. कि ठेकेदार द्वारा इस संविदा के विभिन्न भागों को पढ़ा और ठेकेदार द्वारा पूरी तरह समझ लिया गया है.</td>
<td>11. That the several parts of this contract have been read by the Contractor and fully understood by the Contractor.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>हस्ताक्षर खंड</th>
<th>Signature Clause</th>
</tr>
</thead>
<tbody>
<tr>
<td>नियोक्ता</td>
<td>Employer</td>
</tr>
<tr>
<td>राष्ट्रीय कृषि और प्रामाणिक विकास बैंक की और से अधिलिखित के द्वारा हस्ताक्षरित और सौंपा गया</td>
<td>SIGNED AND DELIVERED by the National Bank for Agriculture and Rural Development by the hand of</td>
</tr>
<tr>
<td>श्री</td>
<td>Shri</td>
</tr>
<tr>
<td>(नाम व पदनाम)</td>
<td>(Name &amp; Designation)</td>
</tr>
<tr>
<td>उपस्थिति में</td>
<td>In the presence of:</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written. (If the Contractor is a company).
Witness #1
Signature:
Name:
Address

Witness #2
Signature:
Name:
Address

Contractor

SIGNED AND DELIVERED by the
... by the hand of
Shri
(Name & Designation)

Witness #1
Signature:
Name:
Address

Witness #2
Signature:
Name:
Address
UNDERTA KING

Date:-

Name of work: Annual Maintenance Contract for Gardening Services at Bank’s Head Office Building and six Residential Colonies in Mumbai for the period from 01.05.2022 to 31.03.2023

Sir,

I/We hereby agree to undertake the above work unconditionally in accordance with the Terms & Condition of your tender document Ref no: DPSP.HO/ /NABARD/Garden service/2021-22/ dated __________ I/We agree that if at any stage any information / documents submitted by us are found to be false, we shall be liable for any appropriate / legal action by NABARD.

Yours Sincerely,

(Signature)

Name & Title of the Authorized Signature
Name of the firm
Address
Office/Agency stamp

(Note: This undertaking to be submitted on the letterhead of the bidder along with requisite documents.)
Annexure-XV

**Details of nos. of Gardeners and Supervisor to be deployed**

<table>
<thead>
<tr>
<th>Area / location</th>
<th>Gardeners (Unskilled)</th>
<th>Common Supervisor (Skilled)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>NABARD Head Office &amp; NABARD House</td>
<td>3</td>
<td></td>
<td>Gardeners and Supervisor shall be deployed as per the direction of office, wherein, one gardener are attached with more than one colony.</td>
</tr>
<tr>
<td>NABARD Nagar, Kandivali</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NABARD Officers and Staff Quarters, Damodar Park, Ghatkopar NABARD Park, Santacruz</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>KVS, Dadar &amp; Nestle II, Parel</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>6</strong></td>
<td><strong>1</strong></td>
<td></td>
</tr>
</tbody>
</table>