



## TENDER NOTICE

### **Annual Maintenance Contract for Horticulture and Gardening Services at 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh -226010 and Staff Quarters (Sitapur Road, Aliganj, & Laplace Officer's Colony, Hazratganj), Lucknow**

National Bank for Agriculture and Rural Development (NABARD) invites online tenders for Annual Maintenance Contract for Horticulture and Gardening at Bank's Regional Office Building and Staff Quarters at Sitapur Road, Aliganj & La Place, Hazratganj, Lucknow, Uttar Pradesh for the period from 01.07.2025 to 31.03.2027. Interested Vendors may log on to the website of NABARD i.e. [www.nabard.org](http://www.nabard.org) or to the GeM Portal to download the Tender Document for submitting the same duly filled by 17:00 hrs. on 20 June 2025.

Date of issue of tender document	30 May 2025
Date and time of pre bid meeting with bidders	11 June 2025 at 16.30 hrs. at NABARD Uttar Pradesh Regional Office
Due date and time for submission of tender documents	20 June 2025 at 17:00 hrs.
Date and time of opening of technical bid	20 June 2025 at 17:30 hrs.
Date and time of opening of Price bid	To be communicated later
Earnest Money to be deposited (EMD)	Rs.29,689/- (Rupees Twenty nine thousand six hundred eighty nine only)
Security Deposit	5% of final quoted amount shall have to be deposited with NABARD, till the Defect Liability Period of 1 year from day of the completion of the contract period.

Signature and Seal of tenderer

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**Tender No.NB(LKO)/ 72 /DPSP/Hort & Gardening/ 2025-26 dated :30.05.2025**

**NOTICE INVITING TENDER**

**NOTICE INVITING TENDER - Annual Maintenance Contract for Horticulture and Gardening at Bank's Regional Office Building and Staff Quarters at Sitapur Road, Aliganj & La Place, Hazratganj Lucknow Uttar Pradesh for the period from 01.07.2025 to 31.03.2027.**

1. NABARD intends to undertake the work of "Annual Maintenance Contract for Horticulture and Gardening at Bank's Regional Office Building and Staff Quarters at Sitapur Road, Aliganj & La Place, Hazratganj, Lucknow Uttar Pradesh for the period period from 01.07.2025 to 31.03.2027 and therefore, invites offer from the contractors/firms for the same work. The bidder shall submit two separate E-bids for the work - Technical Bid and Financial Bid. The same can be downloaded from the website of GeM and NABARD Website [www.nabard.org](http://www.nabard.org).

**1. Invitation for works :-**

- The tenders are invited by NABARD for Horticulture and Gardening works at its Regional Office Building and Staff Quarters at Sitapur Road, Aliganj & La Place, Hazratganj at Lucknow Uttar Pradesh. The contract is renewable after the expiration of contract period, subject to the satisfactory performance of the contractor and meeting other terms and conditions of the contract. However, continuance of contract will be subject to Performance Review done on an annual basis by appropriate authority/committee of NABARD during the agreement period.

**2. The Bidder shall be based at Lucknow (*Registered Office*) and should have at least one ongoing Horticulture and Gardening work in any of the PSUs, Banks/Central Govt. / State Govt. offices or similar type of organization.**

3. The contractor has to depute 04 gardeners in NABARD UP RO Premises from 9.30am to 5.30 pm on daily basis except Sundays *or as advised from time to time* One of the 03 gardeners would work in La Place, Hazratganj & Sitapur Road, Aliganj for 3 hrs on a daily basis except Sundays or as per the need/instructions of the ACT/CT of NABARD UP RO.
4. The interested tenderers should upload their bids along with duly signed scanned

copies of all relevant documents etc., in support of their technical & financial bids on the website [of GeM](http://www.geM.gov.in) only within the prescribed time limit. The evaluation of Tender will be based on online bids submitted by the tenderers.

5. The tender document is available on NABARD website [www.nabard.org](http://www.nabard.org) and GeM Portal for download. No physical copy shall be provided by NABARD and submitted to NABARD.

6. Earnest Money Deposit (EMD) of Rs.29,689/- (Rupees Twenty nine thousand six hundred eighty nine only) amount shall be payable.

7. The EMD amount shall be directly credited to NABARD account as detailed below –

Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK NAME	NABARD
BRANCH NAME	HEAD OFFICE, MUMBAI
IFSC code	NBRD00000002
Account Number	NABADMN18

8. Counterfoil/ receipt/transaction detail for the same must be enclosed with the tender. The Tender without EMD shall be rejected outright. No interest is allowed on the EMD/RMD.

9. MSE registered vendor are exempted for EMD. For this they need to submit valid MSE registered certificate.

10. It may be noted that it will be a 02 bid system tendering wherein the 1st bid will be 'Technical Bid' and 2nd bid will be the 'Price Bid'. Tenderers are advised to submit e-tender (e-bids) through e-Procurement portal *GeM* only, after carefully following the instructions related to systems and procedures as indicated in *GeM*.

11. **Technical Bid (Part-I) i.e.** shall contain;

- Notice Inviting Tender
- EMD counter-foil OR required MSE certificate
- Form of Tender
- Pre-qualification criteria of the contractors
- Scope of works
- General Scope of Gardening/Horticulture Works
- Special Instructions to Gardening/Horticulture Works
- Work Description
- Terms and Conditions
- Special Condition of the Contract
- Information to be furnished by bidder
- Safety Code
- Contractor Liability and Insurance
- Termination of Contract
- Articles of Agreement
- Undertaking

- q. Pre-contract Integrity Pact
- r. General terms and conditions
- s. Information to be furnished by Contractor (Statement I, II & III) in support of fulfilling eligibility criteria.
- t. Integrity pact – The tenderer has to submit the Integrity pact at his own cost on Rs. 200/- non judicial stamp paper as per the format given to become eligible to participate in the tender. **It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.** Bank has appointed Independent Monitor **Dr Rabindra Kumar IFoS (Retd), 37, Bhagirathipuram, GMS Road, Dehradun 248001, Uttarakhand.**
- u. After opening of technical Bid (Part-I), during the scrutiny, if noticed any short-fall documents, Office may call again only once, the same though GeM Portal and bidder has to submit the same in given time. Failure of the same, bid shall be rejected.

**12. Price Bid (Part-II) shall contain:**

Duly Priced Schedule of Quantities

- 13. **Technical bid** will be opened as per schedule given in the *GeM* or on any other date as intimated to the bidders through online portal.

**14. Price bid -**

- a. It should not contain any conditions whatsoever and any conditional bids shall be rejected.
- b. It will be opened on a suitable date, after opening of technical bid and its scrutiny, it will be communicated later.

**15. Before filling up the tenders, the bidders may note the following:**

- a. Validity of the tender shall be 90 days from the date of opening of Price Bid.
  - b. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.
16. The successful bidder shall execute an agreement with NABARD at his cost on non- judicial stamp paper within 14 days from the date of issue of work order failing which the bidder's EMD may stand forfeited.
17. A pre-bid meeting has been arranged at 2<sup>nd</sup> floor, DPSP NABARD , 11 Vipin Khand, Gomti Nagar, Lucknow - 226010 as per date & time mentioned above in the presence of Bank's Officials to guide the tenderers about the scope of work and give clarifications, if any, to the questions of the prospective bidders.



The contractor are requested to participate in the scheduled pre-bid meeting. The contractors are advised to conduct a site survey and satisfy themselves about the overall feasibility of work. The clarifications being sought in the pre-bid meeting may be submitted in writing at our Office or to [dpsp.lucknow@nabard.org](mailto:dpsp.lucknow@nabard.org) at least two working days prior to the date of pre bid meeting. The clarifications given in pre bid meeting will also form part of tender document and will be uploaded on the website. NABARD reserves the right to revise the Price Bid or any other document after pre-bid meeting, if required, and same will be uploaded on website.

**Sd/-**  
**V K Rohilla**  
**(Dy. General Manager)**

**Tender No.NB(LKO)/ 72 /DPSP/Hort & Gardening/ 2025-26 dated :30.05.2025**

### **हॉर्टिकल्चर एवं गार्डनिंग के लिए निविदा आमंत्रण सूचना**

1. नाबार्ड 01.07.2025 से 31.03.2027 तक की अवधि के लिए लखनऊ स्थित बैंक के क्षेत्रीय कार्यालय और स्टाफ क्वार्टर (सीतापुर रोड, अलीगंज और ला प्लास, हजरतगंज ) हॉर्टिकल्चर एवं गार्डनिंग के लिए वार्षिक रखरखाव अनुबंध का कार्य हेतु ठेकेदारों / फर्मों से प्रस्ताव आमंत्रित करता है। बोलीदाता कार्य के लिए दो अलग-अलग ई-बोली प्रस्तुत करेगा - तकनीकी बोली और वित्तीय बोली। इसे **GeM** की वेबसाइट और नाबार्ड की वेबसाइट **www.nabard.org** से डाउनलोड किया जा सकता है।

नाबार्ड 01.07.2025 से 31.03.2027 तक की अवधि के लिए लखनऊ स्थित बैंक के क्षेत्रीय कार्यालय और स्टाफ क्वार्टर (सीतापुर रोड, अलीगंज, ला प्लास और इंदिरा नगर में खाली प्लॉट पर) हॉर्टिकल्चर एवं गार्डनिंग के लिए वार्षिक रखरखाव लिए निविदाएं आमंत्रित की जाती हैं। अनुबंध अवधि समाप्त होने के बाद अनुबंध का नवीनीकरण किया जा सकता है, बशर्ते कि ठेकेदार का प्रदर्शन संतोषजनक हो और अनुबंध की अन्य शर्तें पूरी हों। हालाँकि, अनुबंध की निरंतरता अनुबंध अवधि के दौरान नाबार्ड के उपयुक्त प्राधिकारी/समिति द्वारा वार्षिक आधार पर किए गए प्रदर्शन की समीक्षा के अधीन होगी।

2. बोलीदाता का निवास लखनऊ में होना चाहिए तथा उसके पास किसी सार्वजनिक क्षेत्र के उपक्रम, बैंक/केन्द्र सरकार/राज्य सरकार के कार्यालय या इसी प्रकार के संगठन में कम से कम एक बागवानी और बागवानी का कार्य चल रहा होना चाहिए।

3. ठेकेदार को नाबार्ड यूपी आरओ परिसर में रविवार को छोड़कर रोजाना सुबह 9.30 बजे से शाम 5.30 बजे तक 03 माली तैनात करने होंगे। 03 माली में से एक माली रविवार को छोड़कर रोजाना 3 घंटे के लिए ला प्लास, हजरतगंज और सीतापुर रोड, अलीगंज में काम करेगा। एक माली नाबार्ड यूपी आरओ के एसीटी/सीटी की जरूरत/निर्देशों के अनुसार पौधों को पानी देने और अन्य आवश्यक कार्यों के लिए इंदिरा नगर में खाली प्लॉट पर काम करेगा।

4. इच्छुक निविदाकर्ताओं को अपनी तकनीकी और वित्तीय बोलियों के समर्थन में सभी प्रासंगिक दस्तावेजों आदि की विधिवत हस्ताक्षरित स्कैन की गई प्रतियों के साथ अपनी बोलियाँ निर्धारित समय सीमा के भीतर **GeM** की वेबसाइट पर अपलोड करनी चाहिए। निविदा का मूल्यांकन निविदाकर्ताओं द्वारा प्रस्तुत ऑनलाइन बोलियों के आधार पर किया जाएगा।

5. निविदा दस्तावेज नाबार्ड की वेबसाइट **www.nabard.org** और **GeM** पोर्टल पर डाउनलोड के लिए उपलब्ध है। नाबार्ड द्वारा कोई भौतिक प्रति उपलब्ध नहीं कराई जाएगी और न नाबार्ड को जमा कराई जाएगी।

6. (EMD) Rs.29,689/- (रुपए उनतीस हजार आठ सौ नवासी मात्र) देय होगी।

7. EMD राशि सीधे नाबार्ड खाते में जमा की जाएगी जैसा कि नीचे बताया गया है –

Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK NAME	NABARD
BRANCH NAME	HEAD OFFICE, MUMBAI
IFSC code	NBRD00000002
Account Number	NABADMN18

8. इसके लिए काउंटरफॉइल/रसीद/लेनदेन का विवरण निविदा के साथ संलग्न किया जाना चाहिए। बिना ईएमडी के निविदा को खारिज कर दिया जाएगा। ईएमडी/आरएमडी पर कोई ब्याज नहीं दिया जाएगा।

9. एमएसई पंजीकृत विक्रेता को ईएमडी से छूट दी गई है। इसके लिए उन्हें वैध एमएसई पंजीकृत प्रमाणपत्र प्रस्तुत करना होगा।

10. यह ध्यान दिया जा सकता है कि यह 02 बोली प्रणाली निविदा होगी जिसमें पहली बोली 'तकनीकी बोली' होगी और दूसरी बोली 'मूल्य बोली' होगी। निविदाकर्ताओं को सलाह दी जाती है कि वे ई-निविदा (ई-बोली) केवल ई-प्रोक्योरमेंट पोर्टल के माध्यम से प्रस्तुत करें, **GeM** में बताए गए सिस्टम और प्रक्रियाओं से संबंधित निर्देशों का सावधानीपूर्वक पालन करने के बाद करें।

11. तकनीकी बोली (भाग-I) अर्थात इसमें शामिल होगा;

- i. निविदा आमंत्रण सूचना
- ii. ईएमडी काउंटर-फॉइल या आवश्यक एमएसई प्रमाणपत्र
- iii. निविदा का प्रारूप
- iv. ठेकेदारों की पूर्व-योग्यता मानदंड
- v. कार्यों का दायरा
- vi. बागवानी/बागवानी कार्यों का सामान्य दायरा
- vii. बागवानी/बागवानी कार्यों के लिए विशेष निर्देश
- viii. पेनाल्टी
- ix. नियम और शर्तें
- x. अनुबंध की विशेष शर्त
- xi. बोलीदाता द्वारा दी जाने वाली जानकारी
- xii. सुरक्षा कोड
- xiii. ठेकेदार की देयता और बीमा
- xiv. अनुबंध की समाप्ति
- xv. अनुबंध के अनुच्छेद
- xvi. वचनबद्धता
- xvii. अनुबंध-पूर्व सत्यनिष्ठा संधि
- xviii. तैनात किए जाने वाले बागवानी और पर्यवेक्षकों की संख्या का विवरण
- xix. पात्रता मानदंडों को पूरा करने के समर्थन में ठेकेदार द्वारा दी जाने वाली जानकारी (विवरण I, II और III)।
- xx. सत्यनिष्ठा समझौता - निविदाकर्ता को निविदा में भाग लेने के लिए पात्र बनने के लिए दिए गए प्रारूप के अनुसार 200/- रुपये के गैर न्यायिक स्टाम्प पेपर पर अपनी लागत पर सत्यनिष्ठा समझौता प्रस्तुत करना होगा। यह एक प्रारंभिक योग्यता होगी और सत्यनिष्ठा समझौते के अभाव में बोली दस्तावेजों पर विचार नहीं किया जाएगा। बैंक ने स्वतंत्र मॉनिटर डॉ. रवींद्र कुमार **IFoS** (सेवानिवृत्त), 37, भागीरथीपुरम, जीएमएस रोड, देहरादून 248001, उत्तराखंड को नियुक्त किया है।



तकनीकी बोली (भाग-I) खोलने के बाद, जांच के दौरान, यदि कोई कमी पाई जाती है, तो कार्यालय **GeM** पोर्टल के माध्यम से केवल एक बार पुनः इसे मांग सकता है और बोलीदाता को दिए गए समय में इसे प्रस्तुत करना होगा। ऐसा न करने पर बोली को अस्वीकार कर दिया जाएगा।

तकनीकी बोली (भाग-I) खुलने के बाद, जांच के दौरान, यदि कोई कमी पाई जाती है, तो कार्यालय **GeM** पोर्टल के माध्यम से केवल एक बार पुनः उसे मांग सकता है और बोलीदाता को उसे दिए गए समय में प्रस्तुत करना होगा। ऐसा न करने पर बोली को अस्वीकार कर दिया जाएगा।

**12. मूल्य बोली (भाग-II) में निम्नलिखित शामिल होंगे: मात्राओं की उचित मूल्य वाली अनुसूची**

**13. तकनीकी बोली **GeM** में दी गई अनुसूची के अनुसार या ऑनलाइन पोर्टल के माध्यम से बोलीदाताओं को सूचित की गई किसी अन्य तिथि पर खोली जाएगी।**

**14. मूल्य बोली -**

क. इसमें किसी भी प्रकार की शर्त नहीं होनी चाहिए तथा किसी भी सशर्त बोली को अस्वीकार कर दिया जाएगा।

ख. इसे उपयुक्त तिथि पर खोला जाएगा, तकनीकी बोली खोलने तथा उसकी जांच के पश्चात इसकी सूचना बाद में दी जाएगी।

**15. निविदाएं भरने से पूर्व, बोलीदाता निम्नलिखित बातों पर ध्यान दें:**

क. निविदा की वैधता मूल्य बोली खुलने की तिथि से 90 दिन होगी।

ख. नाबार्ड किसी भी फर्म/फर्मों की किसी/सभी निविदाओं को आंशिक या पूर्ण रूप से बिना कोई कारण बताए स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है।

**16. सफल बोलीदाता कार्य आदेश जारी होने की तिथि से 14 दिनों के भीतर गैर-न्यायिक स्टाम्प पेपर पर अपनी लागत पर नाबार्ड के साथ एक अनुबंध निष्पादित करेगा, अन्यथा बोलीदाता की ईएमडी जब्त हो जाएगी।**

**17. निविदाकारों को कार्य के दायरे के बारे में मार्गदर्शन देने और संभावित बोलीदाताओं के प्रश्नों के स्पष्टीकरण, यदि कोई हो, देने के लिए बैंक के अधिकारियों की उपस्थिति में उपरोक्त दिनांक और समय के अनुसार द्वितीय तल, डीपीएसपी नाबार्ड, 11 विपिन खंड, गोमती नगर, लखनऊ - 226010 पर बोली पूर्व बैठक आयोजित की गई है। ठेकेदारों से अनुरोध है कि वे निर्धारित बोली पूर्व बैठक में भाग लें। ठेकेदारों को सलाह दी जाती है कि वे साइट का सर्वेक्षण करें और कार्य की समग्र व्यवहार्यता के बारे में स्वयं संतुष्ट हों। बोली पूर्व बैठक में मांगे जा रहे स्पष्टीकरण बोली पूर्व बैठक की तारीख से कम से कम दो कार्य दिवस पहले हमारे कार्यालय में या [dpsp.lucknow@nabard.org](mailto:dpsp.lucknow@nabard.org) पर लिखित रूप में प्रस्तुत किए जा सकते हैं। बोली पूर्व बैठक में दिए गए स्पष्टीकरण भी निविदा दस्तावेज का हिस्सा होंगे और वेबसाइट पर अपलोड किए जाएंगे। यदि आवश्यक हो तो बोली पूर्व बैठक के बाद नाबार्ड मूल्य बोली या किसी अन्य दस्तावेज को संशोधित करने का अधिकार सुरक्षित रखता है**

वी के रोहिल्ला  
(उप महाप्रबंधक)

## **1. FORM OF TENDER**

To,  
The Chief General Manager,  
Department of Premises, Security and Procurement  
National Bank for Agriculture and Rural Development  
Regional Office, 11 Vipin Khand, Gomti Nagar  
Lucknow – 226010

Date :

### **Notice inviting tender – Annual Maintenance Contracts for Horticulture & Gardening Services at Bank's Regional Office Building & 02 Residential Colonies in Lucknow for the period 01.07.2025 to 31.03.2027.**

1. 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.

## **2. MEMORANDUM**

Subject	Details
Description of work	Annual Maintenance Contracts for Horticulture & Gardening Services at Bank's Regional Office Building and 02 Residential Colonies and 01 vacant plot in Lucknow for the period 01.07.2025 to 31.03.2027.
Location	Bank's Regional Office Building & 02 Residential Colonies in Lucknow
Earnest Money	Rs.29,689/- (Rupees Twenty nine thousand six hundred eighty nine only)
Duration of the AMC	Up to 31 March 2027, extendable for two more year, subject to satisfactory performance of the work.
Retention Money Deposit (RMD)	5 % of work value including GST. ISD will be adjusted in RMD.
Initial Security Deposit	2% of the value of accepted tender value (including GST). EMD will be adjusted in RMD.
Statutory Deductions	Statutory Deductions such as Income Tax and GST, TDS etc. shall be deducted from bills as per applicable rates.
Terms of payment	Payment shall be made as per terms and conditions of contract & tender.

3. 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 or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions.

Our Bankers are:

i) ..... Bank, ..... Branch, ..... , Lucknow

ii) ..... Bank, ..... Branch, ..... , Lucknow

iii) Type of account: Savings / Current account

iv) Bank Account No. :

v) IFS code of Bank and branch :

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

## PART-I

### 3. PRE-QUALIFICATION CRITERIA

The contractor shall fulfil the following eligibility criteria for participating in the tender:

S.No.	Description
1.	<p>The bidder should have experience of providing Horticulture &amp; garden maintenance and similar type of work in the last 5 years as on 31.03.2025. Work Experience details, service provided to Government Departments /PSUs/Autonomous Bodies (set up by ministries /departments of Govt. of India) (Copies of Purchase Orders and completion certificates received) during each of the last five years should be enclosed / uploaded with clearly indicating the amounts of the contract/payment made to the bidder.</p> <p><b>Following documents should be submitted:</b></p> <ol style="list-style-type: none"> <li>1. Copy of work order (s) /Contract document (s).</li> <li>2. Completion Certificate (s) OR Copy of duly certified bill (s) / Invoice from client.</li> </ol> <p><b>Definition of Similar Works:</b> “Similar works” for the purpose of qualification: Providing gardener and Annual Maintenance Contract of Horticulture &amp; Gardening Services.</p>
2.	<p>Bidders' Experience of having successfully completed Similar works during last 5 years (ending 31.03.2025) should be either of following:</p> <ol style="list-style-type: none"> <li>a. three similar completed works whose individual work value is costing not less than Rs. 6.00 lakhs. 40% of estimated cost of tender</li> <li>b. two similar completed works whose individual work value is costing not less than Rs. 7.50 Lakhs. 50% of estimated cost of tender</li> <li>c. one similar completed works whose individual work value is costing not less than Rs. 12.00 Lakhs. 80% of estimated cost of tender</li> <li>d. <b>Definition of Similar Works:</b> “Similar works” for the purpose of qualification: Providing gardener and Annual Maintenance Contract of Horticulture &amp; Gardening Services.</li> </ol>
3.	<p>Contract will be given to the tenderer who has their <b>registered own office</b> within the city areas of Lucknow and are able to establish this same fact. <u>Tenderers failing to establish the establishment in Lucknow will be summarily rejected.</u> Proof of address of office and the relevant work order/contract document.</p>
4.	<p>Minimum Average Annual Turnover of the bidder (For 3 years) – 30% of the estimated cost of tender Rs. 4.50 lakhs (Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid)</p>
5.	<p>The contractor shall submit copies of balance sheet / Profit &amp; Loss a/c of the firm for the last three years (ending 31.03.2025). 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.</p>
6.	<p>Valid MSE/Udyam Aadhar certificate against the Works if seeking exemption from EMD</p>
7.	<p>EMD amount of Rs. 29,689/- in case not seeking exemption.</p>
8.	<p>Registration Certificate as per existing norms (indicating the legal status – Company / Partnership firm/ Proprietorship Concern, etc.). Articles of Association/Memorandum of Association/ partnership deed/ any other relevant document showing composition of the firm</p>
9.	<p>Copy of GST Registration Certificates</p>
10.	<p>Copy of PAN Card</p>
11.	<p>Particulars of bankers &amp; Bank account details.</p>
12.	<p>The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.</p>

13.	Registration under Contract Labour Act/Labour Department. Registration under Shops and Establishments Act.
14.	List of eligible work executed during last seven years
15.	Employee State Insurance Act registration. PF registration
16.	NABARD reserves the right to verify any or all the documents furnished by the Tenderers with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof. In case the documents submitted are found to be fake/inappropriate/manipulated/forged then the EMD/RMD amount could be forfeited in addition to other legal actions, at any stage of the contract.
17.	If the space in the application form is insufficient for furnishing full details, such information should be supplied on a separate sheet duly signed by competent authority
18.	They deployed contract staff should <i>have passed</i> the minimum educational qualification of 10 <sup>th</sup> standard. They should have adequate experience and knowledge in their respective works.
19.	Copies of Income Tax Return filed for last three financial years ending 31.03.2024
20.	Copies of Annual Turnover details in Rupees at for last three Financial Years ending 31.03.2025 including audited balance sheet and Profit & Loss Account.
21.	Integrity pact – The tenderer has to enter into the Integrity pact at his own cost on Rs. 200/- non judicial stamp paper with Bank as per the format given to become eligible to participate in the tender. <b>It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.</b>
22.	Bidder should not have been blacklisted / any criminal case registered by any State / Central Government Department or Central / State PSUs / Police or Globally during the last 3 years as on 31.03.2025.
23.	The staff deployed by the firm at site should have adequate experience and knowledge in their respective works.
24.	<b>Note: Any false and/or inadequate information may result in rejection of the tender.</b>

### Instructions for filling the tender

1. All the pages of the Tender Document shall be signed by the Tenderer.
2. NABARD takes no responsibility for delay / loss in non-receipt of Tender Documents.
3. Bids submitted by unauthorised agents and FAX/Telegraphic bids shall not be entertained/ considered.
4. EMD amount of ₹29,689/- is to be remitted to GeM in their listed banks and the same will be reimbursed to the unsuccessful bidders by GeM.
5. "Retention Money Deposit" i.e. RMD of 5% of accepted value of the tender (annual charges) shall be directly credited to our current account (details given above in below) by the successful Bidder within 15 days of intimation to him of acceptance of tender. The RMD will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work. This forfeiture is independent of the liquidated damages provided for in the Contract.
6. The RMD will be released after 60 days from the expiry of the satisfactory AMC period and will not bear any interest.
7. The Tender shall be submitted as per procedure of GeM as PART-I (Pre- qualification Bid) and PART-II (Financial Bid) as the case may be, should be submitted in the GeM portal.
8. Bidders are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NABARD before quoting the rates.
9. If last date of receipt of Tender and opening date is a holiday, then submission and opening of Tenders shall be shifted to next working day without any change of time and venue.
10. The Bidders should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tenders may be rejected without making any reference to the Bidders.
11. No Bidder will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted. In case any Bidder withdraws his/her tender during the validity period or is subsequently found to have sublet the same, the EMD amount received from such Bidders shall be forfeited.
12. Rates should include all items pertaining to the Horticulture and Gardening works as mentioned in the tender and unless the same is done to the satisfaction of the NABARD's ACTs, the bill will not be accepted.
13. Rates should be filled in the Tender neatly and no overwriting shall be made. Corrections, if any shall be authenticated by subscribing signature of the tenderer. The rates quoted should be written legibly in words and figures. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, in such case the amount given in words will be considered final.
14. Notwithstanding anything stated above, NABARD reserves the right to assess the Bidders capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.

*DECLARATION BY THE CONTRACTOR*

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

Place :

(Signature of the Tenderer) Date  
Name and Address

Seal:

#### 4. Scope of work

The entire scope of work shall be attended by deploying trained personnel on daily basis from 9:30 AM to 5:30 PM every day or as advised by the office from time to time. They should report daily to NABARD UP RO's Care-taker/Assistant Care-taker at office before taking up their duties and at the close of the day as per the specified timings (at La Place, Hazratganj, and Sitapur, Aliganj for 03 hrs. on daily basis and as per the need/instructions of the ACT/CT of NABARD UP RO.

The gardener (Mali) should demonstrate own initiative for horticulture up gradation of NABARD's Office and Residential premises. Seasonal plan(s) for the same should be prepared and submitted to the designated officer for approval whenever required.

#### Garden Maintenance

1. Supply of worker (Skilled and Un-skilled) for maintenance of all existing trees, plants, shrubs, hedges, lawns and flower beds that are ear-marked for up keeping and preservation, preparation by uprooting the old plants, for sowing and planting of new seedlings, plants, shrubs etc. (medicinal, seasonal and perennials per the requirements provided) and different types of cutting including earth work, spreading and mixing of cow dung manure and fertilizers and levelling and bund making etc. To prepare and maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places to be decided in consultation with the designated officer. This job also includes regular watering of grass, lawns, trees, shrubs, plants etc. placing of decorative plants to various functions and floors of the premises, spraying of insecticides, pesticides, weedicides on the plants as and when required, removing the waste to the proper place. Intercultural operation and maintenance of the plants both in flower beds and pots including preparation of soil mixture (cow dung manure, soil, fertilizers), weeding, liming, manuring, filling of pots with soil mixture, cutting of hedges, grass cutting in lawn.

#### DETAILED SCOPE OF WORK

1. **Garden Maintenance:** The work of garden maintenance services at NABARD for the period of AMC includes all the scope of work summarized above for pre-designated garden and plantation area within the entire premises of NABARD Regional Office including the area inside and surrounding the Office and Staff quarters etc.
2. **Regular Maintenance:** The maintenance work includes the entire lawn, plants/trees/shrubs/ground covering plants, on the fences etc. in NABARD Regional Office and Residential premises and total open area. **It includes maintenance of the existing as well as any other additions to the garden/lawn/plants etc.** Apart from the above, the day to day maintenance work includes the maintenance of NABARD Regional Office and Residential Premises:



- 2.1 Lawn of the entire premises.
- 2.2 All trees, shrubs, hedges, plants etc. of the entire premises.
- 2.3 Flower beds, plants in pots and plants on fence / compound wall tops.
- 2.4 Keeping plants alive and healthy.
- 2.5 Watering plants, shrubs, saplings, trees daily (except on rainy days) preferably in the morning and evening and not in the hot sun to avoid heavy transpiration.
- 2.6 Regular uprooting all kinds of weeds.
- 2.7 Removal of unwanted bushes from the premises.
- 2.8 Removing the dead leaves, cleaning the area including disposal of waste at designated place in the premises and dead leaves, twigs, garbage on day to day basis, making bunds to the plants wherever required, adding red soil and manure to the roots of the plants wherever necessary;
- 2.9 Keeping the lawn area, garden and the surroundings in a clean and neat condition.
- 2.10 Replacing all the dead, diseased plants, vacant patches anywhere in the campus including the potted ones as when and where it occurs. Broken pots should be replaced with new ones by the Contractor, reimbursement of the same may be sought from NABARD.
- 2.11 The plants and green area shall be provided with approved pesticides and filled with approved red garden soil mixed with Bio Organic/ processed Manure in standard proportion 3:1/ as per the manufacturer's specification/ Bank's requirement, so as to ascertain the satisfactory growth of entire plantation.
- 2.12 Trimming of trees and Eco-Friendly Termite treatment to the trees as per frequency mentioned in scope of work and / or as directed by Bank's officials.
- 2.13 Maintaining all plant hedges decently. Pruning and mowing should be done by keeping the foliage aesthetically at a reasonable size without making them bald with a motive to keep a longer gap for the next job Overgrowing trees from neighboring gardens spreading on to NABARD premises will have to be pruned periodically from above the fence level vertically up.
- 2.14 Names of the plants (Hindi, English & Botanical names) have to be written on pliable plastic plates & tagged to the respective plants or erected on small poles on the soil to identify the plants.
- 2.15 Weekly Polishing of approx. 60 Brass Pots in Premises of NABARD UP RO/Staff Quarter at La Place, Hazratganj or buffing of the same, as required, on payment basis by NABARD.
- 2.16 Any gap on fences, hedges or elsewhere will have to be filled up within a week.
- 2.17 Performing all such other relevant maintenance services in accordance with all Laws, NABARD's instructions including complying with all legal formalities required in engaging suitably qualified, experienced, competent gardeners as may reasonably be required for the performance of the services.
- 2.18 Maintenance of Potted plants in earthen pots including resetting/displaying, including watering, weeding, hoeing, coloring, transplanting the damaged pots and disposal of generated garbage at specified place as per directions of the NABARD.

**Flowering Plant and Shrubs with hedges:** Flowering plants comprise of **equal proportions** of Roses, Blanket flowers, daisies, Veronica, Coreopsis, Perennial Hibiscus, Petunia, Marigold, Zinnia, Geranium, Calendula, Impatiens, Bletilla Plumeria and Lavender with a combination of full sun, partial shade and full shade tolerance/requirement for growth.

**The successful contractor must ensure that the new plantations are good and healthy and are maintained subsequently for the entire period of maintenance left or three months, whichever is earlier (Date of installation of new plant shall be reflected on the sheet attached with the Plants). In case of replacement of diseased plantation, among the new ones, the cost of the same will be borne by the contractor.**

Manure/Fertilize/Soil/Pesticides/insecticides/fungicides to be used for garden maintenance services						
Manure						
Cow-dung (well Composed)		Vermicompost		Sewage Sludge (free of sandy material)		
Fertilizers						
Urea	Bone Meal	Neem Oil Cake	DAP	Agro-meal	Zinc	Mustard Oil Cake
Soil						
Fine/Loamy Sand			Garden Soil			
Pesticides/insecticides/fungicides etc.						
Malathion 25% EC		Roger 35% EC	Metacystox 50% EC		Chlorpyriphos 20% EC	
Nuvan 76% EC		Gypsum	Bavistin 50% EC		Blitox	
Ratol		Rose Food	Diasis		Rootex	

The bidders must go through the list of above-mentioned material provided in the tender document and quote the prices of the same and equipment charges after ensuring properly the quantum of work (to be done as per the standards mentioned in the tender document) and pre-bid visit.

<b>List of Indoor Plants</b>			
1	Arocaria (Top to bottom lush green, well developed)	17	Singonium
2	Raphis Palm	18	Zanardu
3	Royal Palm	19	Rubber plants
4	China Palm	20	Pothos
5	Can Palm	21	Phyllodendron
6	Snake plants	22	ZZ plants
7	Spider plants	23	Aloe
8	Jade plants	24	Chinese evergreen
9	Anthurium	25	Water Lettuce
10	Succulents	26	Peace Lily
11	Kalanchoe	27	Boston Fern
12	Lucky Bamboo	<b>Tall plants</b>	
13	Oxalis	1	Alocasia
14	Asparagus Fern	2	Fiddle leaf fig
15	Croton	3	China doll
16	Dracenea Mahatma	4	Chordyline

Winter- Seasonal flowers			
1	Dahlia	12	Marigold - Hybrid
2	Stock	13	Cinneria
3	Aster	14	Salvia
4	Petunia	15	Flocks
5	Antihirinum	16	Balsam
6	Pansy / Bogan Plant	17	Zerbra
7	Dianthus	18	Poppy
8	Sweet William	19	Candytuft
9	California Poppy	20	Holi hox
10	Calendula	21	Dog flower
11	Sweet beas	22	Chrysanthemum

Summer- Seasonal flowers	
1	Cocks comb - Mogra
2	Gomphrina
3	Zinnia / Tagar
4	Sun Flower / Adenium
5	Marigold
6	Rajnigandha / Hibiscus
7	Lily

List of Medicinal Plant	
1	Chamomile
2	Ashwangandha
3	Basil
4	Dandelion
5	Echinacea
6	Lemon Balm
7	Thyme
8	Tulsi
9	Rosemary
10	Peppermi

## 2.Tree Cutting:

### 2.1 Trimming/ Pruning of trees-

2.1.1 Trimming/pruning of the tree branches and removal of debris, away from the Bank's premises shall be done **before the onset of monsoon and then after every three months** or as required by the Bank. Necessary approval from the Bank and permission from competent shall be taken prior to the work. The responsibility of liaising with Local Authorities gardening/tree cutting department for getting necessary required approvals, whenever required, including taking photographs of trees shall rest with the contractor.

2.1.2 Contractor shall survey the Bank premises before quoting rates. Irrespective of height of the trees, if required, the Contractor shall have to carry out trimming/ pruning of trees and remove debris, away from the Bank's premises at designated place by local authorities. *The*

*dead plants and trees pruned are kept for long durations to accumulate and transport leading to severe fire risks. Contractor shall have to arrange for specialized equipment, machines, manpower, etc. for this work and extra payment will be made for the same by the Bank on the rates/charges approved by the bank.*

**2.1.3** The contractor shall make their own arrangements for storing the necessary tools plants, materials, and equipment at a place shown by the Bank in respective premises.

## **2.2 Removal of Dead Tree –**

The dead plants and trees pruned are kept for long durations to accumulate and transport leading to severe fire risks. The cutting of dead tree and removal of debris away from the Bank's premises wherever/whenever required shall be considered after taking necessary prior approval from Bank and permission from competent authorities. Contractor shall have to arrange for specialized equipment, machine, manpower, etc. if required for this work and no extra payment will be made for the same by the Bank.

## **2.3 Removal of Fallen/ uprooted tree –**

Fallen tree shall be disposed away from the Bank's premises wherever/whenever required. Necessary prior approval from Bank and permission from competent authority, if any, shall be taken by the contractor. Contactor shall have to arrange for specialized equipment, machine, manpower, etc. for this work and no extra payment will be made for the same by the Bank.

**2.4** Contractor must take all kinds of permissions from the various departments/municipal committee and submit the receipt for reimbursements. NABARD can consider reimbursements on other expenses for any purchases subject to it's prior approval.

## **3 General Scope of Gardening/Horticulture works-**

The following works are to be done under AMC for the captioned work by deploying experienced gardeners/Skilled Supervisors at different sites as detailed given below:

- i 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.
- ii 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.
- iii **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 mosquito breeding.**

- iv Maintenance of Seasonal flower plants and Indoor plants in the vessels/pots for Office buildings by regularly carrying out necessary horticulture operations. 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.
- v Creation of Nursery Planting depending upon the site conditions, 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.
- vi Planting new saplings plants as and whenever advised by Bank, removing the debris from Bank's premises. For planting new saplings/creating nursery charges may be paid separately on re-imbursement basis by NABARD.
- vii Providing the necessary length of pipe and portable sprinklers etc. for watering purpose from existing taps to water entire garden area. The Water supply and electrical supply will be provided by the Bank free of cost from the available common convenient points. But the Contractor should make his own arrangements for further distribution/drip irrigation for vertical garden panels. Payment shall be made separately for making arrangement for drip irrigation. Contractor shall ensure that a Professionally Qualified and Expert Horticulturalist visits at least once a month at NABARD UP RO/ Staff Quarters at La Place to supervise the Horticulture related activities and to give further suggestions/inputs regarding better maintenance. An annual Plan for Horticulture Maintenance broken into quarterly activities would have to be submitted to NABARD UP RO after execution of the agreement and performance of the contract would be measured there against.
- viii Minimum tools and machines required to provided by the contractor :
  - Lawn Roller – 1/2 Ton :01 nos.
  - Diesel/Power Operated Lawn Mower 18 Blades : 02 nos.
  - Hand operated roller type lawn mower 18 Blades : 02 nos.
  - 200 meters pipe for watering: 05 nos.
  - Spades (Phawra) : 12 nos.
  - Kudal : 02 nos.
  - Khurpi : 12 nos.
  - Pointed Khurpi : 12 nos.
- ix Water Sprinkler System for Watering of Lawns : 02 Sets for NABARD UP RO and 02 sets for LA Place, Hazratganj & Sitapur Road, Aliganj.
- x Supplying decorative / flower plants on the basis of quoted rate as desired by NABARD.
- xi Providing all garden equipment like lawn movers, grass cutters, tools, hose pipes for watering & supports for plants.
- xii 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.

- xiii 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.
- xiv 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. NABARD will made extra payment for carrying out the work as per rate analysis including @15% CPOH.
- xv Regular maintenance of plants in the flowerpots 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 payment will be made to the contractor as per rates quoted by the contractor.
- xvi Any work (as described above) not done properly shall be re-done to the satisfaction of NABARD, for which no extra payment is admissible.
- xvii In case of failure completing 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.
- xviii The Contractor shall indemnify and keep indemnified the NABARD against:
  - a) Any claim arising out of third party loss/ damage to life or property caused by/during execution of the work.
  - b) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
  - c) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc
- xix The gardeners must report to the NABARD Officer as designated for taking any instructions from NABARD.

#### **4 Important instructions:**

- a) The deployment of persons for the purpose of the Gardening work shall be the sole prerogative/obligation/responsibility of the Contractor. The contractor shall furnish list of his/ her employees deployed at the Bank, along with their qualifications, experience, address, photos, etc. Any change in personnel would be done with due intimation to the Bank. However, the Bank reserves the right to reject any particular workman/ staff placed/ employed by Contractor under the contract with NABARD without assigning any reason.
- b) The Gardening staff shall be responsible for cleaning of the gardens to ensure that the same is spic-and-span.
- c) Pick up any litter lying in the Gardens of the Bank premises.
- d) Any damage to the gardens or pots will be brought to the notice of the Bank's Officer immediately.
- e) 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.
- f) KYC documents of the staff deployed shall be presented to the NABARD before deployment. The C-KYC documents of the selected bidder and details of the softwares used by the selected bidder is to be shared with NABARD.
- g) The selected vendor awarded work may also work as a consultant to NABARD and advise the new changes/developments in this field for an enhanced efficiency without any *additional*

charges.

## **6. Special Instructions for all Gardening/Horticulture works.**

- i. To provide gardeners having Police verification reports.
- ii. The contractor has to depute 04 gardeners in NABARD UP RO Premises from 9.30am to 5.30 pm on daily basis except Sundays *or as advised from time to time*. One of the 03 gardeners would work in LaPlace, Hazratganj & Sitapur Road, Aliganj for 3 hrs on a daily basis except Sundays. Watering the plants and other required works as per the need/instructions of the ACT/CT of NABARD UP RO..
- 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 does 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 tools / tackles etc. However, prior permission to be sought for other purchases/expenditures.
- v. The contractors/agency should have experience in undertaking similar area of works. All staff members should be **suitably trained with experience** to perform duties entrusted to them **at all times**. The staff must be polite and may be trained for the behaviour in the office.
- vi. 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 should 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.
- vii. Contractor has to submit his request for renewal of contract at least 30 days before the expiry of the contract, if desired by the contractor.

## **7. Penalties :-**

- i. In the event of deficiency in services at any point during the duration of the contract period, a penalty of Rs.500/- only could be levied for the first time. This amount will be doubled to Rs.1000/- only on subsequent deficiencies.
- ii. An amount of Rs.10,000/- only be charged every month (30 days), if the tools/equipment /debris etc. is not removed after lapse of contract from any of the sites of NABARD.
- iii. If the above articles are not lifted from NABARD's premises in 60 days, then NABARD has a right to dispose of the same, in addition to above penalty without any reasons and also forfeit the proceeds of this sale.



## **8. Terms and Conditions**

### **Annual Maintenance Contract for Horticulture & Gardening Services at Bank's Regional Office Building & 02 Residential Colonies for a contract period from 01.07.2025 to 31.03.2027**

- 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 laborers 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(inclusive of GST@18%) less than 3.85% or more than 7% 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 exclude 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 exclude 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 or revised further.**
- 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 15 working days* 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 authorized NABARD Officials after completion of the respective works on the formats



enclosed/given for respective work and should submit all these with the bill. The payment of the contract staff shall be made first and then the bill to be submitted.

- 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 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.
- P. The contractor shall pay the personnel deployed in NABARD premises latest by 05<sup>th</sup> of each month or their wages in accordance with the **rate prescribed by Ministry of Labour & Employment, GoI as per minimum wage** on a monthly basis. The contractor shall also make any statutory contribution/payment in respect of the personnel deployed by them in NABARD. The payment to the personnel shall be made first each month and thereafter bills may be presented subsequently.
- Q. 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.
- R. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.

- S. 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.
- T. The following requisites are to be fulfilled by the contractor:
- Time schedule of works
  - Presence of required number of 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.
  - Indian nationals only shall be deployed and the responsibility of assuring their nationality lies solely with the contractor.
- U. 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.
- V. 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.
- W. 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.
- X. 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.

- Y.** 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.
- Z.** 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.
- AA.** The Contractor's workers should report to *authorized* 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. *The contractor may be asked to work, at the same rates & terms and conditions, at other sites of NABARD in Lucknow like NBSC, BIRD etc.*
- BB.** 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.
- CC.** 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.
- DD.** 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.

- EE.** "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."
- FF.** The venue of the arbitration shall be at Lucknow.
- GG.** 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/CT/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 liaisoning 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. 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:

## 9. SPECIAL CONDITIONS OF THE CONTRACT

- A.** The contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
- B.** 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. Expected period of completion of the various items and the amount of deduction beyond that period for pending complaints will be as under:

Nature of work	Time of completion	Penalty for delay
All items indicated in scope of works based on their periodicity	As given in scope of works	Rs. 500/- first time and Rs.1000/- for subsequent deficiencies

- C.** The minimum nos. of labourers, as per the scope of works, shall be deployed for undertaking the maintenance of Gardening works. The same should be strictly followed.
- D. 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.**
- E.** The property will be handed over to the Contractor for Horticulture & Gardening works on 'as is where is' basis and the contractor shall be required to carry out pending works and continue to ensure proper service to a reasonably satisfactory level.
- F.** 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 Horticulture & 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 :



**10. Information to be furnished by the Bidder:**

1	Name, registered address and phone numbers	Attach documentary proof
2	Addresses and phone numbers of Branches in India	use separate sheets as attachment
3	Organizational set up of the firm including names, qualifications and experience of partners/Associates and staff and Electrical license	Details to be furnished in the prescribed proforma (Statement I)
4	Whether Registered as a contractor to any Govt. / Private Body? Mention the registration Number and year of registration.	Attach documentary proof.
5	Experience as contractor (give number of years)	
6	Important major contracts completed (value of the contracts having individual value of Rs. 8.00 lakhs and above only). The full postal address of the clients including their contact telephone numbers.	Details to be furnished in the prescribed proforma (Statement II)
7	Important major contracts (value of the contracts having individual value of Rs.6.00 lakhs and above only) on which the firm is engaged at present. The full address of the clients and their contact telephone numbers shall be indicated against each assignment.	Details to be furnished in the prescribed proforma (Statement III)
8	Turnover of the firm during last 3 years (ending 31.03.2025).  Copy of IT return for the last 3 years may be furnished.	
9	PAN No.	
10	GST No.	

Signature of the applicant with full address and office seal

**Note: Statements I, II & III are enclosed.**





**STATEMENT - I**

**List of professional staff with the contractor, giving their qualification, experience, including that in the present organization\***

Sr. No.	Name	Age	Qualification	Experience	Nature of works handled	Name of the assignments handled	Date from which employed in the present organization
1	2	3	4	5	6	7	8

**\* Use separate/additional sheets as per the requirement**

Signature of the applicant with full address and office seal

**Note:** Indicate other points (including clients’ certificates), if any, relating to your technical and managerial competency which you would like to bring to our notice.

**STATEMENT - II****List of important contracts executed by the contractor \***

Sr. No.	Name of the Work including name of the building and location.	Nature of work involved in the contract.	Name of the owner and indicate whether it is a State Govt./ Govt. of India undertaking or Pvt. body with full address and telephone numbers. ***	Completion Period		Value of the work ** ( Rs in lakh)	
				Stipulated	Actual		
1	2	3	4	5	6	7	

\* Use separate /additional sheets as per the requirement

\*\* Mention the assignments where value of works costing Rs. 6.00 lakhs and above only.

\*\*\* Attach client's certificates, Copy of work order, Scope of work etc.

Signature of the applicant with full address and office seal

### **STATEMENT - III**

#### **List of important contracts ON HAND being executed by the contractor\***

Sr. No.	Name of the Work including name of the building and location	Nature of work involved in the Contract.	Name of owner and indicate whether it is a State Govt./ Semi- Govt./ Govt. of India Undertaking or Pvt. Body with full address and telephone numbers.***	Stipulated date of completion	Expected date of completion	Present stage of work with reasons if the work is getting delayed	Value of the work ** (Rs.inlakh)
1	2	3	4	5	6	7	8

\* Use separate /additional sheets as per the requirement

\*\* Mention the assignments where value of works costing Rs. 4.50 lakhs and above only.

\*\*\* Attach client's certificates

Signature of the applicant with full address and office seal

## 11. 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.

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.

Penal action will also be taken if the contractor's supervisors and workmen pose a security risk to the safety of the Bank's establishments, its staff and the families of its officers residing in flats or quarters. 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 :

## 12. 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.

- 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 forgoing 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.
- The Contractor should arrange to obtain necessary **insurance cover i.e. Workmen Compensation policy for his employees at his cost and should be responsible for the safety of persons employed by him.** The original Insurance Policy should be submitted to NABARD immediately after award of work.
- 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.

### 13. 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 Lucknow.

(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 ARTICLES OF AGREEMENT**  
**On Non-judicial stamp paper of Rs. 200/-**

ARTICLES OF AGREEMENT made this ..... day of .....2025 between the National Bank for Agriculture and Rural Development (hereinafter called “the Employer”) of the one part and ..... (hereinafter called “the Contractor”) of the other part.
WHEREAS the Employer is desirous of getting executed ‘National Bank for Agriculture and Rural Development at Bank’s Regional Office, Uttar Pradesh Building in Lucknow.  AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as “the said contract amount”).
Now it is hereby agreed as follows :-
1. 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 nevertheless to the provision for extension of time.
9. All payments by the Employer under this contract will be made only at Lucknow.
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.



11. That the several parts of this contract have been read by the Contractor and fully understood by the Contractor.
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).
Signature Clause Employer
SIGNED AND DELIVERED by the National Bank for Agriculture and Rural Development by the hand of
Shri
(Name & Designation)
In the presence of: <u>Witness #1</u> Signature: Name: Address <u>Witness #2</u> Signature: Name: Address:
SIGNED AND DELIVERED by the ..... by the hand of Shri (Name & Designation)  Witness #1 Signature:  Name: Address  Witness #2 Signature: Name: Address

## Letter of Undertaking from the Tenderer

The Chief General Manager  
National Bank for Agriculture and Rural Development (NABARD)  
Uttar Pradesh Regional Office  
NABARD Regional Office,  
11, Vipin Khand, Gomtinagar,  
Lucknow, Uttar Pradesh -226010.

Dear Sir,

**Annual Maintenance Contract for Horticulture and Gardening at Bank's Regional Office Building and Staff Quarters at Sitapur Road, Aliganj & La Place, Hazratganj at Lucknow Uttar Pradesh for the period period from 01.07.2025 to 31.03.2027.** (subject to annual review of quality of service and if found satisfactory)

I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after going through the tender document published by NABARD, UP RO

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

I/We agree to deposit all taxes, levies, Cess etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

I/We agree to pay all Government (Central and State) Taxes such as Income Tax, Surcharge, Cess, GST, etc. and other taxes prevailing from time to time. The rates will be exclusive of all taxes (The payment shall be subject to TDS and taxes as applicable at the time of payment) and valid for the currency of the contract. Even if the contracts are extended, the rates will not be changed by us.

I /We further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted.

The rates quoted by me/us, are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever for the captioned period.

I/We further agree to pay the personnel deployed in NABARD premises, their wages in accordance with the relevant Minimum Wages Act, on a monthly basis. I/We shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed by them in NABARD

I/ We hereby certify that all the statements made and information supplied in the tender document and accompanying statements are true and correct.

Should this Tender be accepted, I /We hereby agree to abide by and fulfil all the Terms and Conditions and Provisions of the Contract Document.

Name of the person authorized to sign and submit the tender:

(I)

(II)

*(Documentary proof in respect of Letter of Authority/Power of Attorney to be enclosed along with the Tender).*

Yours faithfully

(Name and signature of the

tenderer) Place: Date:

## Part - II PRICE BID / Bill of Quantities

### NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Annual Maintenance Contract for Horticulture and Gardening at NABARD Uttar Pradesh Regional Office, 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh – 226010, Staff Quarters at La Place, Hazratganj & Sitapur Road, Aliganj for the period 01.07.2025 to 31.03.2027 (subject to annual review of quality of service and if found satisfactory)

- Description of Property: NABARD Regional Office premises and Staff Quarters, Sitapur Road, Aliganj, & La Place, Hazratganj
- Period of AMC – 01 July 2025 to 31 March 2027
- The contractor may depute 03 gardeners in NABARD UP RO Premises from 9.30am to 5.30 pm on daily basis except Sundays or as advised from time to time. One of the 03 gardeners would work in La Place & Sitapur Road, Aliganj for 3 hrs on a daily basis except Sundays *or as decided from time to time* and other required works as per the need/instructions of the ACT/CT of NABARD UP RO.
- Rates to be quoted based on the scope of works and specification/description of items as well as terms and conditions contained in the Tender Document.
- Rates *are indicated* as per the latest notification issued by the Office of the Chief Labour Commissioner (C), Ministry of Labour and Employment, Govt. of India
- For the purpose of calculating minimum wages the Gardner is considered as *unskilled*.

<b>Basis for calculation of Minimum wages of Gardener (Un-skilled) subject to revision as per GoI Notification</b>					
<b>Minimum Wages</b>					
	<b>Category</b>	<b>AMC for Horticulture &amp; Gardening</b>		<b>Unskilled (monthly per worker)</b>	
<b>S.No</b>	<b>Description</b>	<b>Basis</b>	<b>No. of labourers</b>	<b>Rate (Rs)</b>	<b>Total Amount (Rs)</b>
<b>1</b>	Total of Basic + VDA for a month (26 X minimum wages per day)	GOI Notification File No. 1 /6(1)/2025-LS-II 28.03.2025	3	805.00	62790.00
<b>2</b>	EPF (The contributions are payable on maximum wage ceiling of Rs. 15000/-)	13%	3	1950.00	5850.00
<b>3</b>	ESI (The contributions are payable on maximum wage ceiling of Rs. 21000/-)	3.25%	3	683.00	2049.00
<b>4</b>	<b>Total (Monthly)</b>			23563.00	<b>70689.00</b>
<b>5</b>	<b>Total wages for contract (01.07.2025 to 31.03.2027)</b>	21 Months X S.No.4			<b>1484469.00</b>
<b>6</b>	<b>Vendor Service Charge</b>	% on Sl.no.4			
<b>7</b>	<b>Total cost per month (4+6)</b>				
<b>8</b>	<b>GST</b>	18% of Sl.No.7			
<b>9</b>	<b>Grand Total per month (7+8)</b>				

**(GST/SGST at applicable rates on '7' above will be paid separately)**

Note 1: - Rates shall be quoted as "Total Cost per Month".

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

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

Note 4: - Minimum wages, VDA, ESI, EPF etc. above shall be paid as per Central Govt. Acts/Notifications including amendments/ modification.

Note 5:- EPF is calculated on Basic Wage.

Note 6:- Basic Wages plus VDA at Sl No. A are as per Central Govt. Minimum Wages w.e.f. 01 April 2025.

Note 7: - Rates quoted would be applicable for the entire period i.e. up to 31 March 2027. However, revision in rates would be considered only if the minimum wages & taxes are revised.

Note 8:- The Service Charges quoted above may include premium towards insurance cover for the workers employed, premium towards third-party insurance cover, other incidental administrative costs like provision of uniforms to workers etc. These costs (or percentage) are to be solely decided by bidder for the purpose of this quotation.

Note 9:- The service charge should be reasonable as per prevailing market rates.

Note 10 :- Service Charges(inclusive of GST@18%) less than 3.85% or more than 7% and its derivatives will not be considered and such tenders shall be treated as Invalid.

Note 11:- VDA=Variable Dearness Allowance, ESI= Employee State Insurance, EPF= Employee Provident Fund,

**Additional Note:**

1. The rates will be as per scope of work & BOQ and will be exclusive of all taxes (The payment shall be subject to TDS and taxes as applicable at the time of payment) and would remain firm for the entire Contract Period. .
  2. No escalation or increase in the rates will be given during the Contract period.
  3. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time.
  4. In case of 2 or more L1/ similar lowest bids, the decision of *GeM portal* for awarding contract would be final and binding to all.
  5. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.
  6. The contractor has to quote for all the items of BOQ. Incomplete BOQ will not be considered.
  7. The rates have to be quoted by excluding GST even if the contractor is not registered with GSTN. The rates will be compared only after comparing rates with taxes while evaluation of the price bids.
  8. Before deployment of staff, their bio-data/competence shall be verified by the Bank's official in the beginning of AMC as well as on changing the staff/labour.
  9. The contractor has to submit monthly bill by 07<sup>th</sup> of the next month on reimbursement basis.
  10. Deductions will be done in the bill payments as per the applicable penalty clauses in the tender document.
  11. 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.
  12. The working hours as mentioned in price bid includes *half an hour* lunch break for staff/labour. I/we declare that:
    - a) The rates quoted are as per the conditions mentioned in this tender document.
    - b) The Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutory laws.
- Accepted all terms & conditions of price bid I/we declare that:
- c) The rates quoted are as per the conditions mentioned in this tender document.
  - d) The Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutory laws.

Accepted all terms & conditions of price bid

Place	:	
Date	:	(Signature of Tenderer)
Address	:	Name and Seal

## 17. PRE CONTRACT INTEGRITY PACT

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

Between

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

And

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

### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for Horticulture and Gardening at the office premises, of NABARD Uttar Pradesh Regional Office, Lucknow and Staff Quarters at La Place, Sitapur Road and Vacant Plot at Indira Nagar.

The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

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

### **Section 1 - Commitments of the Principal**

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.
- d. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or



any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Retention Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

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

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

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

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

## Section 8 - Independent External Monitor

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

The Independent External Monitor appointed for NABARD is

Dr Rabindra Kumar IFoS (Retd),  
37, Bhagirathipuram, GMS Road,  
Dehradun 248001, Uttarakhand.

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

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

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

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

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

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

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

## Section 9 - Pact Duration

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

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

of NABARD.

### Section 10 - Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & On behalf of the Principal)  
Bidder/Contractor) (Office Seal)

\_\_\_\_\_  
(For & On behalf of the  
(Office Seal)

Place \_\_\_\_\_ Date \_\_\_\_\_

Witness 1:

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## *DEED OF INDEMNITY*

(To be executed on a non-judicial stamp paper of Rs.500/- by Successful Tenderer only)

This Deed of Indemnity is made and executed at Lucknow on this.....day of ..... 2021 by M/S ..... a Company incorporated under the Companies Act, 1956, having its registered office at ..... , represented herein by its Authorized Signatory Shri/Smt..... , Designation ..... (hereinafter referred to as "Service Provider"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns.

In favor of

NABARD for Agriculture & Rural Development, a Body Corporate established under the Act of Parliament i.e., NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT Act, 1981 having its Head Office at C-24, G - Block, Bandra Kurla Complex, Bandra (East) Mumbai-400051 (hereinafter referred to as "NABARD") and Uttar Pradesh Regional Office at 11, Vipin, which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns.

**WHEREAS** the Service Provider has agreed with NABARD to successfully implement conforming to all the specifications as per the scope of work mentioned in the Tender dated (hereinafter referred to as "Tender" No.) which expression shall include all attachments and annexures thereto as well as all amendments, modifications and alteration and the Terms and Conditions agreed as per Agreement dated (hereinafter referred to as "Agreement").

AND WHEREAS pursuant to the Agreement, the Service Provider is required to execute a Deed of Indemnity in favour of NABARD to indemnify it against any acts, omissions, losses, charges, claims etc. and which the Service Provider has agreed to do.

NOW THIS DEED WITNESSETH AS UNDER:

1. The Service Provider hereby executes and furnishes to NABARD this Deed of Indemnity, which is an unlimited, irrevocable and continuing indemnity, and shall remain in full force and effect.

2. The Service Provider hereby undertakes to indemnify NABARD as per the Terms and Conditions of the Agreement which are as follows:

(a) The Service Provider shall execute and furnish to NABARD a Deed of Indemnity, indemnifying NABARD from and against any costs, loss, damages, expense, claims whether on account of patents, trademarks, copyrights issues or otherwise including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period arising out of:

(i) Any negligence or wrongful act or omission by the Service Provider, the Service Provider's team or any third party in connection with or incidental to this Agreement; or

(ii) Any breach of any of the terms of the Bid as agreed, the Tender and the Agreement by the Service Provider, the Service Provider's Team or any third party.

(iii) The indemnity shall be to the extent of 100% in favour of NABARD.

(iv) Notwithstanding the above, Service Provider shall have no obligations with respect to any

indemnity claims to the extent that the indemnity claim arises or results from:

- (v) Service Provider's compliance with NABARD's specific technical designs or instructions;
- (vi) Inclusion in a Service of any content or other materials provided by NABARD;
- (vii) Modification of a Service after delivery by Service Provider to NABARD if such modification was not made by or on behalf of the Service Provider, provided the modification is not in accordance with any applicable specifications or documentation provided by or on behalf of the Service Provider;
- (viii) Operation or use of some or all of the Service in combination with products, information, specification, instructions, data, materials not provided by or on behalf of the Service Provider, provided the modification is not in accordance with any applicable specifications or documentation provided by or on behalf of the Service Provider; or
- (ix) Use of the Services for any purposes for which the same has not been designed or developed or other than in accordance with any applicable specifications or documentation provided by or on behalf of the Service Provider; or
- (x) NABARD's failure to use any modification of the Service furnished under this Agreement and communicated in writing in accordance with the requirements of clause 'Notices' including, but not limited to, corrections, fixes, or enhancements made available by the Service Provider.
- (xi) Service Provider will defend, indemnify and hold harmless NABARD from and against any third party suit, proceedings damages, judgments, cost and expenses (including reasonable attorney fees) relating to any infringement claim by a third party to the extent based on any NABARD materials provided to Service Provider by or on behalf of NABARD or the access and use by Service Provider of any NABARD provided software or material.
- (xii) Provided that the provision by NABARD and the access and use by the Service Provider is in connection with Service Provider's performance of services hereunder and without breaching the terms of this Agreement.
- (xiii) The Service Provider shall procure all the necessary permissions, approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep NABARD indemnified in relation thereto.
- (xiv) The Service Provider owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of its services under this Agreement and regarding the same the Service Provider does not, so far as the Service Provider is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Service Provider is aware, none of the Intellectual Property Rights, owned or enjoyed by the Service Provider or which the Service Provider is licensed to use, which are material in the context of Service Provider's business and operations for the performance of this Agreement are being infringed nor, so far as the Service Provider is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Service Provider by any person. All Intellectual Property Rights (owned by the Service Provider or which the Service Provider is licensed to use) required by the Service Provider for the performance of this Agreement are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep NABARD indemnified in relation thereto.
- (xv) During the tenure of the Agreement, nothing shall be done by the Service Provider in contravention of any law, Acts, or rules and regulations there under, or any amendments thereof and shall keep NABARD, indemnified in this regard.

3. The Service Provider hereby undertakes that it shall forthwith on demand and without demur pay to NABARD such sum or sums that is 100% in favour of NABARD as may be

claimed by NABARD as losses, damages, costs, charges or expenses by reason of such above mentioned default/ defaults on the Service Provider's part.

4. Notwithstanding anything to the contrary in these presents or in the Agreement, NABARD's decision as to whether the Service Provider has made any default/ defaults or the amounts to which NABARD is entitled by reason thereof will be binding on the Service Provider for the purpose of this Indemnity and the Service Provider shall not be entitled to ask NABARD to establish its claims under this Indemnity but will pay the same, on demand, without any objection, provided always, the mutual rights under the Agreement shall not in any way be prejudiced by reason of such demand by NABARD and payment by the Service Provider under this Indemnity and the claims under the Agreement which shall be settled in accordance with the Agreement without prejudice to NABARD's rights to demand immediately under this Indemnity and the Service Provider's liability to pay the same.

5. This Deed of Indemnity shall be valid for the Agreement Period and renewable thereof whenever a claim as per this Deed of Indemnity arises.

6. NABARD will have the fullest liberty from time to time to enforce or forbear to enforce any of the terms & conditions of the Agreement and the Service Provider shall not be released from its liability under this Deed of Indemnity by the exercise of NABARD's liberty with reference to the matters aforesaid or by reason of any time being given to the Service Provider or any forbearance, act or omission on NABARD's part or any indulgence by NABARD to the Service Provider or by any variations or modifications of the Agreement or any other act, matter or thing whatsoever on NABARD's part.

7. This Indemnity and the powers and provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee ,indemnities hereto before, given to NABARD by the Service Provider and this Indemnity does not revoke or limit such indemnities or guarantee.

IN WITNESS WHEREOF, the Service Provider has caused this Deed of Indemnity to be duly executed as of the day, month and year first written above.

Signed and delivered by within named: M/S

(SERVICE PROVIDER) By:

Name:

Title:

Date:

In the presence of

1.

2.



### 18. Proforma of EMD credit details

**Annual Maintenance Contract for Horticulture and Gardening at Bank's Regional Office Building and Staff Quarters at Sitapur Road, Aliganj & La Place, Hazratganj at Lucknow Uttar Pradesh for the period from 01.07.2025 to 31.03.2027**

**(EMD details to be filled by bidders)**

लेखा का नाम NAME OF THE ACCOUNT	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
बैंक का नाम BANK NAME	NABARD
शाखा का नाम BRANCH NAME	HEAD OFFICE, MUMBAI
आईएफएस कोड IFS CODE	NBRD00000002
खाता संख्या ACCOUNT NUMBER (वैन VAN)	NABADMN07

Name of depositor	
Mode of transfer – Online (NEFT / RTGS)	
UTR No.	
Transaction date	
Amount deposited	
<b>** Attach Bank Statement showing amount debited from account, on or before last date of submission of NIT.</b>	

Date:

Place:

Signature with seal:



**19. Pro-forma of furnishing the Payment details**

**Annual Maintenance Contract for Horticulture and Gardening at Bank's Regional Office Building and Staff Quarters at Sitapur Road, Aliganj & La Place, Hazratganj, Lucknow, Uttar Pradesh for the period from 01.04.2025 to 31.03.2027**

Name of the Agency		
Contact Details	Name	
	Email	
	Phone No	
PAN details (enclose copy of PAN)		
GST Number (enclose copy of GST registration)		
Address of principle place of business in the state as per GST registration certificate	Address	
	City	
	PIN	
	State	
Bank account number		
Account Name		
Type of the account		
Name & Address of Bank		
IFSC Code <b>(enclose copy of cancelled cheque)</b>		

Name of the Agency:

Date:

Place:

Signature with seal: