



परिसर, सुरक्षा और अधिप्राप्ति विभाग
DEPARTMENT OF PREMISES, SECURITY AND PROCUREMENT

राष्ट्रीय कृषि एवं ग्रामीण विकास बैंक
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

पंजाब क्षेत्रीय कार्यालय, सेक्टर 34 A, चंडीगढ़
Punjab Regional Office, Sector 34 A, Chandigarh

**Tender For Annual Maintenance Contract for Providing
Gardening Services in NABARD**

नाबार्ड में बागवानी सेवाएँ प्रदान कराने हेतु वार्षिक रखरखाव अनुबंध के लिए निविदा

निविदा संख्या :08/2022-23
Tender No: 08/2022-23

Earnest Money Deposit: ₹49,000/- (Rupees Forty Nine Thousand Only)

बयाना राशि जमा: ₹49,000/- (रुपए उनचास हजार मात्र)

Signature and Seal of Tenderer

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TENDER PROCESS SCHEDULE

Activity	Date and time
Date of Issue of Tender	11 February 2023 at 4:00 P.M.
Last date for submission of the Bid	04 March 2023 till 4:00 P.M.
Date of Pre- Bid Meeting	16 February 2023 at 3:30 P.M.
Date and Time of Opening of Technical Bid	04 March 2023 at 4:30 P.M.
Date and Time of Opening of Financial Bid	Will be communicated later

Note: Any change in above schedule, on account of reasons, whatsoever, shall be informed to the bidders by e-mail. Tenderers are advised to periodically check their e-mails for latest updates related to this Tender.

Important Definitions

1. “NABARD” means National Bank for Agriculture and Rural Development.
2. “The Bank” means NABARD, Punjab Regional Office, Chandigarh.
3. “Recipient”, “Respondent” and “Bidder” means respondent to the Tender Document.
4. “RO” means Regional Office.
5. Selected Bidder and Bank shall be individually referred to as “Party” and collectively as “Parties”.
6. “Bid” means response to this Tender Document.
7. “Tenderer” or “Contractor” shall mean the individual, or Manager of the firm or company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assignees of such firm or company.
8. “Contract Price” shall mean the final accepted rates in the Bill of Quantities.
9. "Accepting Authority" shall mean the General Manager, Department of Premises Security and Procurement, National Bank for Agriculture and Rural Development, Punjab Regional Office, Chandigarh. 'Approval' wherever used in the specifications or scope of work shall mean, approved by or approval of the 'Accepting Authority' in writing.
10. “Appellant Authority” shall mean the Chief General Manager, National Bank for Agriculture and Rural Development, Punjab Regional Office, Chandigarh who shall also be the authority to consider any extension of time or compensation as detailed in clause hereunder.
11. Notice in writing or written notice shall mean a notice in writing typed or written characters delivered to or sent by contractor, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.

12. "Letter of Acceptance" shall mean an intimation by a letter issued by the Accepting Authority of the Employer to tenderers that his tender has been accepted in accordance with the provisions in the said letter.

Disclaimer

The information contained in this Tender Document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of National Bank for Agriculture & Rural Development (NABARD), Punjab Regional Office, Chandigarh is provided to the bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is not an offer or invitation to bid by NABARD, Punjab RO, Chandigarh to any party other than the applicants who are qualified to submit the bids ("bidders"). The purpose of this Tender Document is to provide the bidder(s) with information to assist them in formulation of their proposals. This Tender Document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis regarding any information contained in the Tender Document and the meaning and impact of that information and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice. National Bank for Agriculture & Rural Development, Punjab RO, Chandigarh makes no representation or warranty, express or implied, and shall incur no liability under any law, statute rules or regulations as to the accuracy, reliability or completeness of this Tender Document. National Bank for Agriculture & Rural Development, Punjab RO, Chandigarh may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this Tender document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

This Tender Document has been prepared solely for the purpose of enabling the Bank in defining the requirements for engaging the Services of an Agency for providing Gardening Services at the Bank Office Premises at Sector 34 A,

Chandigarh and Residential Colony at NABARD Vihar, Sector 66, Mohali, Punjab as mentioned in the Scope of Work.

The Tender Document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process.

भाग 1/Section 1
निविदा आमंत्रण सूचना
Notice Inviting Tender

संदर्भ सं.रा.बै.पं.क्षेका.पं/डीपीएसपी/ /बागवानी /2022-23
 11 फरवरी 2023

महोदया/महोदय/Madam/ Sir

निविदा आमंत्रण सूचना – पंजाब क्षेत्रीय कार्यालय परिसर, चंडीगढ़ और नाबार्ड विहार, सेक्टर 66, मोहाली, पंजाब की आवासीय कॉलोनी में बागवानी सेवाएं प्रदान करने के लिए वार्षिक अनुरक्षण अनुबंध

Notice Inviting Tender – Annual Maintenance contract for providing Gardening Services at Punjab RO Premises, Plot No. 3, Sector 34 A, Chandigarh and Residential Colony at NABARD Vihar, Sector 66, Mohali, Punjab.

1.1 बिड के लिए अमंत्रण/Invitation for Bids

राष्ट्रीय कृषि और ग्रामीण विकास बैंक जो कि नाबार्ड अधिनियम, 1981 के तहत स्थापित एक कारपोरेट निकाय है (जिसे इसके बाद “नाबार्ड” कहा गया है) जिसका प्रधान कार्यालय प्लॉट सं. सी-24, ‘जी’ ब्लॉक, बान्द्रा कुर्ला कॉम्प्लेक्स, बान्द्रा (पूर्व), मुंबई – 400051 और जिसके क्षेत्रीय कार्यालय और प्रशिक्षण प्रतिष्ठान देश के विभिन्न शहरों में स्थित है।

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

नाबार्ड, पंजाब क्षेत्रीय कार्यालय, चंडीगढ़ सेक्टर 34ए, चंडीगढ़ के परिसर और नाबार्ड विहार, सेक्टर 66, मोहाली, पंजाब की आवासीय कॉलोनी में 01 अप्रैल 2023 से 31 मार्च 2025 तक बागवानी सेवाएं प्रदान करने के लिए वार्षिक अनुरक्षण अनुबंध के लिए तकनीकी-वित्तीय बिड आमंत्रित करता है। निविदा दस्तावेज़ का पूरा सेट नाबार्ड की वेबसाइट www.nabard.org और CPPP पोर्टल (केवल संदर्भ के लिए) से प्राप्त किया जा सकता है।

NABARD, Punjab Regional Office, Chandigarh intends to invite Bids from qualified bidders, for providing Gardening Services at Punjab RO Premises, Plot no. 3, Sector 34 A, Chandigarh and Residential Colony at NABARD Vihar, Sector 66, Mohali, Punjab from 01 April 2023 to 31 March 2025. **A complete set of the Tender Document can be obtained from NABARD website www.nabard.org and CPPP portal (for reference purposes only)**

1.2 निविदा का उद्देश्य /Objectives of the Tender

बैंक ने अपने परिसर, सेक्टर 34 ए, चंडीगढ़ और नाबार्ड विहार, सेक्टर 66, मोहाली, पंजाब की आवासीय कॉलोनी में वार्षिक समीक्षा के अधीन 01 अप्रैल 2023 से 31 मार्च 2025 तक वार्षिक अनुरक्षण अनुबंध निष्पादित करने हेतु बागवानी सेवाएं प्रदान करने के लिए एक प्रतिष्ठित एजेंसी को नियुक्त करने हेतु ई-टेंडरिंग (GeM पोर्टल) के माध्यम से तकनीकी-वित्तीय बोली आमंत्रित करने के लिए यह निविदा जारी की है।

The Bank has floated this Tender to invite Techno-Financial Bids through e-tendering, to engage an agency for providing Gardening Services at its Premises at Sector 34 A, Chandigarh and Residential Colony at NABARD Vihar, Sector 66, Mohali, Punjab and executing an Annual Maintenance Contract from 01 April 2023 to 31 March 2025, subject to annual review.

बैंक की पूर्ण कार्य तुष्टि हेतु बागवानी सेवाएं प्रदान करने के लिए अधोलिखित 04 माली (माली) प्रदान करने के लिए एजेंसी का चयन

Selection of agency for providing 04 Gardeners (Mali), as detailed below, for providing Gardening Services to the entire satisfaction of Bank.

श्रमशक्ति Manpower	*शिफ्ट का समय/Shift timings	ड्यूटी का स्थान/Place of Duty
02 माली	9:30 AM to 5:30 PM daily	नाबार्ड पंजाब क्षेत्रीय कार्यालय, चंडीगढ़ NABARD Punjab Regional Office, Chandigarh
02 माली	9:30 AM to 5:30 PM daily	नाबार्ड विहार सेक्टर 66 मोहाली NABARD Vihar Sector 66 Mohali

बैंक की आवश्यकतानुसार ऊपर उल्लिखित शिफ्ट के समय और तैनाती में कभी भी परिवर्तन किया जा सकता है।

* Above mentioned shift timings and deployment may be changed anytime, if required by the Bank.

Signature and Seal of Tenderer

1.3 निविदा जमा करना/Tender Submission

बिड (बोलियां) ई-निविदा (ई-बोली) मोड के माध्यम से केवल जेम पोर्टल पर लॉगिन करके प्रस्तुत की जा सकती हैं। बोलीदाताओं के लिए ई-निविदा नाबार्ड की वेबसाइट <https://www.nabard.org> और सीपीपीपी पोर्टल (केवल संदर्भ उद्देश्य के लिए) पर उपलब्ध होगी।

The Bids can be submitted through e-tendering (e-bid) mode by login to GeM portal only. The e-tender will be available to the bidders at NABARD's website <https://www.nabard.org> and CPPP portal (for reference purpose only).

1.4 निविदा अनुसूची/Tender Schedule

बोली संग्रहण और जमा करने से संबंधित विवरण नीचे दिया गया है:

The details related to Bid Collection and submission are given below:

बोली संदर्भ संख्या Bid Reference number	एनबी.पीबी.डीपीएसपी/ / बागवानी/ 2022-23	
बयाना जमा राशि (वापसी योग्य) Earnest Money Deposit (Refundable)	₹49,000/- (रुपये उनचास हजार मात्र) नीचे दिए गए बैंक विवरण के अनुसार नाबार्ड के चालू खाते में एनईएफटी के माध्यम से: ₹49,000/- (Rupees Forty Nine thousand only) by way of NEFT to NABARD current A/c as per the bank details below:	
	खाता धारक का नाम /Name of the A/c Holder	राष्ट्रीय कृषि और ग्रामीण विकास बैंक/ National Bank for Agriculture and Rural Development
	खाता सं./A/C No	NABADM No9
	आईएफएससी/IFSC	NBRD0000002
	बैंक/Bank	नाबार्ड, प्रधान कार्यालय, मुंबई/NABARD Head Office, Mumbai
	खाते की प्रकृति/Type of A/c	चालू/Current (To be paid before submission of the Bid)
निविदा जारी करने की तिथि Date of issue of the Tender	11 फरवरी 2023 को 4:00 बजे	

प्री-बिड प्रश्नों को प्रस्तुत करने की अंतिम तिथि Last date for submission of pre-bid queries	15 फरवरी 2023 को दोपहर 2:30 बजे तक
प्री-बिड बैठक Pre-Bid Meeting	16 फरवरी 2023 को 3:30 बजे
बिड जमा करने की अंतिम तिथि और समय Last date and time for submission of Bids	04 मार्च 2023 को शाम 4:00 बजे तक
तकनीकी बिड खोलने की तिथि Opening of Technical Bid	04 मार्च 2023 को अपराह्न 4:30 बजे, नाबार्ड पंजाब क्षेत्रीय कार्यालय, सेक्टर 34 ए, चंडीगढ़ में ई-ओपनिंग On 04 March 2023 at 4:30 P.M. E- Opening at NABARD Punjab Regional Office, Sector 34 A, Chandigarh.
वित्तीय बिड खोलना Opening of Financial Bid	चयनित बोलीदाताओं को अलग से सूचित की जाने वाली तिथि Date to be advised separately to the shortlisted bidders
संपर्क करने हेतु अधिकारियों के नाम Contact Persons	<ol style="list-style-type: none"> 1. श्री सी आर ठाकुर, समग्र 0172-5071704, 9418069992 2. श्री नीलेश पटेल, प्रबन्धक 0172-5046746, 8144018710 3. सुश्री इन्दु यादव 0172-5071411, 7042068621
ई-मेल/E- mail	dpsp.punjab@nabard.org

(उप महाप्रबंधक)
पंजाब क्षेत्रीय कार्यालय
चंडीगढ़

Section 02
Pre-Qualification Criteria

S.No	Criteria	Qualification	Supporting Documents to be uploaded
1	Working Experience in Providing the Gardening services to Govt. Semi-Govt. /Govt.Undertakings organisations/ Autonomous bodies/ Corporate Sector and having experience of executing above types of works under AMC contract.	Minimum experience of seven (07) years as on 31 Dec 2022	Copies of work Orders
2	Annual turnover during each of the last three years ending 31 March 2022 ,i.e 2019-20 2020-21 2021-22	Not less than Rs 8 Lakhs	Audited Account Statements (Balance Sheets / P& L A/c)
3	Value of Works attended to	Three works of the nature similar to Sr No 1 above of value not less than Rs 10 lakh Or Two works of the nature similar to Sr No 1 above of value not less than Rs 12 lakh Or One work of the nature similar to Sr No 1 above of value not less than Rs 20 lakh.	Copies of work Orders

Signature and Seal of Tenderer

4	Nature of Clients	At least one of the on-going contract with a Government Department/Organisation/PSU	Copy of the work Order
5	Own Office	Should have their own office within the areas of Chandigarh, Panchkula, Mohali (Tricity)	Copy of Telephone Bill / Rent Agreement, etc

Section 03

Terms & Conditions -General

3.1 Information Provided

The Tender Document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this Tender Document. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers have carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the Tender Document.

3.2 For Respondent Only

The Tender document is intended solely for the information of the participating bidders who (“the Recipient” or “the Respondent”) are interested to participate in tendering process.

3.3 All Costs to be Borne by the Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient /Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent. Stamp duty that may be incurred towards entering in to agreement with the successful Bidder for awarding the contract will be borne by the successful Bidder in equal proportion.

3.4 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

3.5 Bidder’s obligation to Inform Itself

The Recipients are advised to study the Tender Document carefully. Submission of the bids will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the Tender

Signature and Seal of Tenderer

Document with full understanding of its implications. Bids not complying with all the given clauses in this Tender Document are liable to be rejected. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in all respects may result in the rejection of the bid. The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the Tender Document and the meaning and impact of that information.

3.6 Errors and Omissions

Each bidder shall notify the Bank of any error, omission, or discrepancy, if any, found in this Tender Document.

3.7 Acceptance of Terms

The bidders will, by responding to the Bank's Tender Document, be deemed to have accepted the terms as stated in this Tender Document.

3.8 Earnest Money Deposit and Initial Security Deposit

3.8.1 The Bidders shall deposit an amount of ₹49000/- (Rupees Forty Nine Thousand Only) towards Earnest Money Deposit by way of NEFT to the Account of NABARD as per the details given below:

Name of the A/c Holder	National Bank for Agriculture and Rural Development
A/C No	NABADMN09
IFSC	NBRD0000002 (underlined figures may be read as zero)
Bank	NABARD Head Office, Mumbai
Type of A/c	Current

(To be paid before submission of the Bid)

The option of submitting EMD as Bankers Cheque/Demand Draft is not available.

3.8.2 The EMD is to be paid before submission of the bid.

3.8.3 However, MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations are exempted from clause of EMD subject to the providing of copy of such Registration Certificate.

The EMD receipt or certificate of registration (as MSE) with Central Procurement Organizations should form part of the Technical Bid Document submitted by the Vendor/Bidder. Failure to comply with this condition shall result in summary rejection of the Quotation/Bid.

3.8.4 The EMD shall be forfeited if:

- i.) A Vendor/Bidder withdraws his offer during the period of validity of the bid.

ii.) The successful Vendor/Bidder fails to execute the work satisfactorily within the stipulated time schedule. NABARD's decision in the above cases will be final.

3.8.5 No interest shall be paid on the EMD deposited by the tenderer .

3.8.6 The EMD of the unsuccessful Bidder shall be returned within four weeks of the successful completion of the Bid Process.

3.8.7 The EMD of the successful Bidder shall be retained as Initial Security Deposit payable at the end of the Contract Period.

3.8.8 An Initial Security Deposit (ISD) amounting to 2% of the value of Contract shall be deposited by the successful Vendor within fifteen days of the Work Order. ISD payable will be net of EMD deposited earlier. ISD shall be deposited by way of RTGS/NEFT to the Account of the Bank, as per the details given in **Section 01** of this document

3.9 Indemnity

- i. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to labour act, minimum wages act, engaging the manpower laws etc.
- ii. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.
- iii. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- iv. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making a decision in respect of such loss or damage.

3.10 Liability of the Selected Bidder

Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the Contract.

Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the firm and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc.,

Signature and Seal of Tenderer

whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this Tender Document. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.

"Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including but not limited to loss of income or profits."

3.11 Negligence by the Bidder

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such time as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf.

3.12 Obligations of the Bidder

The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

3.13 Termination of the Contract

The Bank reserves its right to cancel the entire contract in whole or part at any time without assigning appropriate reasons in the event of one or more of the following conditions:

- i. Delay in completion of the work beyond the specified periods for reasons solely ascribed to the bidder.
- ii. Serious discrepancies noted in the conduct of the work.
- iii. Breaches in the terms and conditions of the contract.
- iv. If the bidder fails to perform any other obligation(s) under this Tender/and subsequent agreement.

3.14 Effect of Termination

The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder. Termination shall not absolve the liability of the Bank to make

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payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

3.15 Publicity

Any publicity by the selected bidder in which the name of the Bank is to be used should be one only with the explicit written permission of the Bank.

3.16 Inspection of Records

All bidder's records with respect to any matter covered by this Tender Document shall be made available to the Bank or its authorized officials at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.

3.17 Integrity Pact

As per Central Vigilance Commission guidelines, all PSBs/Insurance Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors / bidders and the buyer (i.e. NABARD), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the buyer and all bidders and stipulates rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the Pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished in Annexure I.VI. The Prospective bidders have to submit the same duly signed on a non-judicial stamp paper of Rs.200/- at the time of submission of the Bid. Non-submission of 'Integrity Pact' shall disqualify the prospective bidder at the initial stage and their Technical/Financial bids shall not be opened.

The IP also envisages appointment of Independent External Monitors (IEMs), persons having high integrity and reputations, who will examine any complaint received regarding tenders and submit their report to the Chief Executive and also to the CVO in case of suspicion of irregularities.

3.18 Compliance with Laws

Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and

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shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes for providing Gardening Services in NABARD under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

3.19 Resolution of Disputes

In case of failure to resolve the disputes and differences amicably, the matter may be referred to a single arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out the specific disputes therein. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party, and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the Arbitration. The venue of the arbitration shall be Chandigarh under the exclusive jurisdiction of the courts at Chandigarh. The language of arbitration shall be English. The award shall be final and binding on both the parties. Work under the contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by NABARD or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by NABARD, to the bidder shall be withheld on account of the on-going arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters, thereof. The cost of arbitration (except the cost and fee of advocates) shall be borne by each party in equal proportion. The cost of the advocates shall be borne by respective party appointing the advocates.

3.20 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action

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of an official in the procurement process or in contract execution and "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.21 Violation of Terms

It is clarified that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Tender Document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

3.22 Non-disclosure of Information

The Selected Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them.

3.23 No Commitment to Accept any Bid

Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank has the right to re-issue tender/bid. Bank reserves the right to make any changes in the terms and conditions of Tender Document that will be informed to all bidders. Bank will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder.

3.24 Signing of the Bid

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

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3.25 Exit Option

The Bank reserves the right to cancel the contract in the event of the failure of the bidder to agree on the terms of the contract within 30 days from the date of communication of award by the Bank and sharing of terms of contract by the Bank and subject to a cure period of 30 days. If the bidder does not meet these criteria, then the Bank may at its discretion declare the next best bidder as the successful bidder. The contractor will have an option to exit from the contract if felt so, by serving a notice period of 90 days.

3.26 Force Majeure

In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, systemic breakdown, failure of electricity supply, accident and labour trouble, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives 10 days' notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented. In case,

Force Majeure continues more than 30 days, both the parties should discuss to find out mutually agreeable solution to the problem. In case, it is decided to terminate the contract, the Bank shall be required to pay the bidder only such amounts as due to it on account of completed items. The bidder shall not be liable for any loss, damage or claims under this Agreement for termination due to Force Majeure clause.

3.27 Disqualification

Any form of canvassing/lobbying/influence/query regarding short-listing, status, etc. will be a disqualification.

Section 04

Terms and Conditions-Special

4.1 In the event of the bidder / tenderer quoting NIL charges (which includes all derivatives of zero / consideration), the bid shall be treated as unresponsive and will not be considered.

4.2 The Bank 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 the Bank. If required, the Bank may call written clarification from the 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 the Bank within a stipulated time. The Bank reserves the right to reject the bid if it is found to be abnormally low to deliver/performance the contract.

4.3 Bids quoted with administrative/service charges less than or equal to the applicable TDS (IT-TDS and/or GST-TDS) would be treated as unresponsive and invalid, which are liable for rejection.

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

4.5 The bidder shall hold valid license under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and shall fulfil all conditions required under the Act/Rules as amended from time to time.

4.6 The bidder shall, irrespective of number of persons employed, be registered under the relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 respectively.

4.7 The bidder shall be registered with Income Tax and Goods & Services Tax (GST) authorities. An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax to be submitted.

4.8 Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.

4.9 Further, the proof of statutory payments such as Minimum Wages, EPF and ESI to contract workers for the preceding month are to be produced by contractors for settlement of bills of succeeding month.

4.10 Responsibilities of the works to be carried out

- i. The Gardeners posted by the Contractor shall be capable of carrying out respective services of all related installations in such a way that maintained/repaired article is also in good condition.
- ii. The contractor shall make his own arrangement for tools, implements, ladder, etc. for executing the gardening works.
- iii. The required service consists of supply of contractor's own manpower based on site requirement and as specified by the Bank in Scope of Work. The contractor/tenderer shall be entirely responsible for operation and maintenance of related installations, their functioning according to the laid down criteria and as per the guidance of local statutory authorities and its requirements. Notwithstanding the details furnished, any discrepancies shall be brought out in the technical bid highlighting the shortcomings and suggest modifications.
- iv. In the case of works other supply of manpower, the contractor shall submit his quotations and obtain approval from the Bank before execution of work. But for urgent nature of works, the contractor shall execute the work without waiting for written approval In such cases he shall be given rates rates of the materials as per his purchase voucher (the cash vouchers should be from authorized stockist).
- v. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, tools, and for and in the full and entire execution of the works.
- vi. Rates should include removal of debris out of premises to the safe municipal limit, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the concerned officer, their bill will not be settled.
- vii. Materials used and the completed work 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 and / or in case of any discrepancy, the decision of NABARD will be final.
- viii. Monthly payment will be made in the case of Comprehensive maintenance works based on bill submitted by the contractors on reimbursement basis and certified by the caretaker of concerned premises to the effect that the complaints recorded in the registers have been attended.
- ix. Any discrepancy in settlement of bills may be brought to the notice of the bank within a period of one month after the settlement of the bills. The bank will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.
- x. Income Tax (TDS), GST-TDS and other taxes as applicable will be deducted from total payment due to the Contractors.

- xi. The working hours to be observed by the contractors shall generally be as indicated in Scope of Work. However, in the case of emergency, work will have to be continued until the same is completed and for which no extra charges will be paid.
- xii. The Contractor shall employ the required number of gardeners and keep the attendance record properly so that same can be inspected by the Bank. Daily attendance of workers shall be maintained by the Contractor with the authorised Bank's Officer which shall be verified at the time of scrutiny of bills for payment. For any absence of the worker deductions will be made from the lump-sum charges on pro-rata basis.
- xiii. The Contractor shall abide by the requirements of Protocol and Security Officer and from time to time and shall strictly follow the obligation required by the Bank.
- xiv. Any misguidance or dishonesty to the Bank such as in respect of highly inflated measurements of works, use of fake or non ISI rated material, charging the occupants for carrying out maintenance work etc. will be viewed seriously and if required appropriate penalty for the above may be imposed by the Bank.
- xv. The contractor shall remove from work any worker who is found to be failing in his duties or whose presence in the premises is otherwise objectionable in the opinion of Security Officer/ Bank.
- xvi. In case of major failure, the contractor shall provide the required number of Gardeners, helpers and supervisors to rectify the fault immediately after receipt of complaint.
- xvii. If there are varying or conflicting provisions made in any one or more document(s) forming part of the contract, the Accepting Authority documents and his decision shall be final and binding on contractor.
- xviii. Any error in description or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the work comprised therein according to the scope of works, specifications or from any of his obligations under the Contract.
- xix. The contractor shall forthwith comply with and duly execute any work comprised in such Bank instruction, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the work by the Bank shall if involving a variation be confirmed in writing to the contractors within 7 days.

4.11 Tenderer shall visit the sites

Intending tenderer shall visit the site and make himself thoroughly acquainted with the installations, the local site conditions, nature and requirements of works, facilities

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of transport condition, effective labour, access and storage for tools and equipments etc.

The successful tenderer will not be entitled to any claim or compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Bank might be deemed to have reasonably been inferred to be so existing before commencement of work.

4.12 Government and Local Rules

- i. The operation and maintenance works shall be in jurisdiction of U.T. Chandigarh/ Govt. of Punjab. It is necessary for the contractor to operate and maintain as per their directions and in association with them. It is also imperative that statutory norms and formalities issued by such statutory authorities are strictly followed.
- ii. The contractor shall conform to the provisions of all local bye-laws and acts relating to the work and to the regulations etc., and their various departments associated with the installation at our premises, and of any company whose system and equipment is installed, proposed to be connected/utilized.
- iii. The contractor shall keep necessary books of records and other documents for the purpose of this condition as may be necessary and authorized representative of the Bank and further shall furnish such other information/document as may be required from time to time.
- iv. In case, any periodical data, reports or statements are required to be submitted to the statutory authorities, the same shall be the responsibility of the contractor to undertake with due authorization of the Bank.
- v. The contractor shall indemnify the Bank against all claims or penalty in respect of any statutory levy resulting in non-fulfillment of obligation by the contractor, rights, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Bank aloof and indemnified in all respects from such actions, cost and expenses.

4.13 Other Persons or Agencies engaged by the Bank

- i. The Bank reserves the right to execute any part of the work included in this contract by other agency or persons and contractor for execution of such work. The contractor shall extend all co-operation in this regard.
- ii. Wherever the work is proposed in co-ordination with other agencies, the contractor shall co-operate with the schedule of works in such a manner as worked out by the Bank.

4.14 Site Office and Functional Responsibilities

- i. The contractor shall provide, fix-up and maintain his establishment in a position approved and permitted by the Bank at site. The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any hoarding, gantry, building structure other than those approved by the Bank. No fixtures or materials to be placed in such a manner that can be considered dangerous to the installation, to the persons working, visiting or passing by the area.
- ii. Storage of materials: The contractors shall make use of existing facilities with due permission of the Bank for storage of materials at site and the safety of materials shall be the responsibility of the contractor.
- iii. Clearing site and clearing out : Upon completion of the contract period or in the event of termination of the contract, the site establishment shall be cleared of all obstructions, removal of all materials, tools & equipments belonging to the contractor with due authorisation of the Bank, waste materials, rubbish of all kinds within the specified period. All material damages on the place of work on the walls, ceiling or flooring or any other connected equipments, materials or installations shall be re-done to maintain the originality and levelled at the contractors own cost. When the period of contract comes to an end by any reason, the contractor shall take all precautions necessary for the protection of equipments, installations etc.
- iv. Offensive, Explosive or Toxic materials: The contractor shall not keep machines and any such devices or material of toxic and poisonous nature or any material which are explosive in nature within the site or building. Any such offensive material which are essentially required in course of work shall be undertaken with due written permission of the Bank provided such materials are permissible under law.
- v. Access: Other than the authorised representatives of the Bank or statutory bodies or City Corporation, access to any others shall be strictly restricted. The Contractor's workers or employees who are authorised to be present during their official hours alone shall be present.

The Contractor shall take full responsibility of ensuring that no unauthorised person visits/stays or collects any kind of information connected with the Bank's installation. Any such happenings shall be brought to the notice of appropriate authority of the Bank.

4.15 Contractor's Workers

The contractor shall be directly responsible for employing suitable persons and for all reasons only the Contractor shall be responsible to the Bank and all authorities concerned. The following terms shall also form part of the contract.

- i. Only qualified technical persons: The contractor shall employ technically qualified and competent and experienced (minimum 05 years) workers for the

work who shall be available throughout the work and shall participate during site meetings and be available to take and comply with instructions of the Bank. The workers shall have the requisite permit for appropriate nature of work undertaken.

- ii. No child Labour: No labour below the age of eighteen years shall be employed on the work. In case of Gardening works, the labour employed by the tenderer or their sub-contractor should be authorised person as permitted by the Competent Authority. The Bank shall not be responsible for any deviation and the contractor shall indemnify the Bank from any legal action or in any way directly or indirectly.
- iii. Labour Legislation: The tenderer shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees liability Act, 1939, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity benefits Act, 1961, and the Contractors Labour (Regulation and Abolition) Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time. The contractor will ensure that the rates of work payable to the workmen by the contractor shall not be less than the rates prescribed under the local laws for such employment.
- iv. The tenderer shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
The Statements of all the payments (Wages, Bonus, ESI EPF etc.) made by contractor to his employees (deployed in NABARD Premises) need to be submitted to Bank Quarterly.
- v. Dismissal of Workmen: The contractor shall on request of the Bank immediately dismiss or take off from the works any person employed thereon by him, who may in the opinion of the Bank be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation of damages against the Bank or any of their employee.

4.16 Assignment

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or under let the contract or any part, share of interest therein. Such cause of action can be treated as breach of contract and liable for appropriate action by the Bank. In the event shall not relieve the contractor from the full and entire responsibility of the contract and to the Bank.

4.17 Damage to Persons and Property, Insurance, etc

- i. Damages to persons: The contractor shall be responsible for:
 - a) all injury to the work or workmen to persons, animals or things ,
 - b) all damages to the structural and/or decorative part of property,

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which may arise from the carelessness, accident or the negligence of himself or his sub-contractor or of any of his or a sub-contractors employees. The contractor shall indemnify the Bank and hold harmless in respect of all and any expenses arising from such injury or damages to in respect of injury or damage under any acts of compensation or damages consequent upon such claim.

- ii. Damages to Property: The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.
- iii. If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electrical cable or telephone post or wires, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work while in progress, contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Bank cause the same to be made good by other workmen and deduct the expense from any sums that may be then or at any time thereafter may become due to the contractor, or from his security deposit.
- iv. The contractor shall not puncture the existing civil structures like beams, columns and shall not undertake any type of activity which could affect the structural stability. He shall be responsible for any damages and costs in its rectification.
- v. The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim for damages from any sums due or to become due to the contractor.
- vi. **INSURANCE:** The contractor shall insure his workmen/employees and keep them insured during the period of contract. In the event of any untoward incidents to the contractor's employees or workmen or any persons engaged by the contractor the Bank shall not be responsible in any manner whatsoever. The contractor shall indemnify the Bank and hold harmless in respect of all and any expenses arising from such injury or death to persons as aforesaid and also in respect of any claim made under any acts of compensation or damage consequent upon such claim. **Copy of the insurance shall be submitted within 01 month from the date of award of contract.**

4.18 Payment Terms, Advance Payment and its Recovery:

- i. Payment Terms: The value quoted in the schedule of quantities shall be paid in 12 equal monthly installments. No advance shall be paid for these works and the monthly installment shall be paid on/before 15th day of the consecutive month on the basis of satisfactory work done by the contractor/tenderer and the contractor will ensure submission of bill before 10th of the following month.

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In the event of any dispute, payments of those items of the bill in respect of which there is dispute for quantities and rates as approved by Banks representative/s, it shall be reviewed by the accepting authority (General Manager, DPSP, NABARD, Punjab Regional Office) and in the event of any further appeal the same shall be referred to the appellant authority (Chief General Manager of NABARD, Punjab Regional Office, Chandigarh) whose decision shall be final and binding.

4.19 Cost Escalation

The rate quoted shall be firm throughout the tenure of the contract including renewal rates offered and accepted and will not be subject to any fluctuation due to increase in cost of materials, labour etc. unless specifically provided in these documents, whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstance.

4.20 Terms and Conditions for Recovery or Forfeiture of security Deposit

The work of operation and maintenance is considered as an essential requirement and the contractor is expected to function with all due diligence as per the tender conditions. The Bank shall effect necessary recovery without any prejudice to any such action or legal recourse which may be considered essential.

- i. If the contractor or their employees are absent on particular day(s) or fails to provide emergent services as and when warranted the Bank reserves the right to get the work done by engaging suitable person and the charges for the same including incidental charges shall be deducted from any amount payable to contractor.
- ii. In case of contractor or their workers refuses to comply with the work or instructions of the Bank it shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Bank shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor.
- iii. At the end of the contract by any reasons and in the event of failure to clear the site as required, the Bank shall have the right to undertake the same engaging other agency and the same shall be at the cost of the contractor and liable for deduction in the payments due to the contractor and the contractor shall not dispute such payments.
- iv. In the event of causing any damages to the property, installation of the employer which in their opinion was on account of negligence on the part of contractor or their workers deserving to be penalized. The contractor has the right to appeal with the appellant authority of the Bank (Chief General Manager of NABARD Punjab Regional Office).

- v. The Bank shall have the right to adjust, set off against any sum payable to the contractor under this or any other contract with the Bank, anywhere in India/outside India.

4.21 Suspension and Termination of Work

- i. Subject to other provisions contained, the Bank may, without prejudice to any other rights or remedy against the contractor in respect of any delay in commencing, completing or during the progress of work on grounds of inferior workmanship, serve notice in writing to absolutely determine and cancel the contract in any of the following cases :
 - a. If the contractor having been given by the Bank a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkmanship like manner, shall comply with the requirement of such notice within a period of seven days thereafter.
 - b. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
 - c. If the contractor has without reasonable cause failed to commence the work or has suspended the progress of the work or has failed to competently operate and maintain the work, the Bank in its opinion (which shall be final and binding) suspend the contract after a notice in writing of seven days.
 - d. If the contractor persistently neglects to carry out his obligations under the contract and/or commits default and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Bank, the Bank may terminate the contract without further notice.
 - e. If the contractor commits any acts mentioned in terms of tender hereof; and when the contractor has made himself liable for action under any of the cases aforesaid, the Bank shall have powers :
 - ❖ To determine or rescind the contract of which termination or rescission notice in writing to the contractor under the hand of the Bank shall be conclusive evidence. Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of Bank.
 - ❖ In any such event the contractor shall have no claim or compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum

for any work thereto or actually performed certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified; provided further that any of the recoveries to be made when the excess cost incurred by the Bank is more than the Security Deposit to be forfeited, such recoveries shall be limited to the amount by which the excess cost incurred exceeds the Security Deposit so forfeited.

In any case in which any of the powers conferred upon the Bank hereof, shall have become exercisable and the same shall not be of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected.

4.22 Settlement of Disputes and Arbitration

- i. It shall be inseparable part of the agreement that in the event of any dispute arising in connection with this contract that such dispute shall be referred to the sole arbitration to be appointed by the appellant authority (Chief General Manager of NABARD, Punjab Regional Office).
- ii. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940, or any statutory modification or re-enactment hereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The award of the arbitrator shall be final and binding on both the parties.
- iii. It is also a term of the contract that any fee TA, DA and other charges are payable to the Arbitrator shall be paid by both the parties, equally.

4.23 Lien

Whenever any claim or claims for payment of a sum of money arises out of contract against the contractor, the Bank shall be entitled to recover the whole or in part from the security amount, if any, deposited by the tenderer and for the purpose aforesaid, the Bank shall be entitled to withhold as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Bank shall be entitled to withhold and have a lien to retain to the extent of such claimed amount of amounts referred to above, from any sum found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Bank pending finalization or adjudication of any such claim.

Section 05

Safety Code

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

5.2 The Contractor shall maintain in a readily accessible place first-aid equipment 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.

5.3 Smoking and chewing pan/tobacco/gutkha, consuming alcohol any other drugs etc. by persons deployed by Contractor are strictly prohibited in the building premises.

5.4 The Contractor shall ensure that the persons deployed for the work are well conversant with the operation of fire extinguishers. In case of fire emergency, it should be ensured by the Contractor that the staff deployed by him/her should be able to handle and use fire extinguisher. Any expense occurred towards such training of fire-fighting will not be paid by NABARD.

5.5 The Contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding the safety during working of his staff in the premises/site. The contractor has to ensure that the persons deployed at the site should wear proper uniform and carry ID cards within NABARD premises.

5.6 It is entirely the responsibility of the contractor to follow the safety procedures depending upon the nature of works and the Contractor is free to approach NABARD for any suggestion in this regard. However, if there is any lapse in following the safety procedures, the same will be viewed seriously.

5.7 A penalty of Rs. 1000/- (Rupees. One Thousand only) shall be levied for violation of Safety Code. A penalty of Rs. 2000/- (Rupees Two Thousand only) shall be levied if violation is repeated.

5.8 Penal action will also be taken if the Contractor's supervisors and workmen do not wear uniforms and photo identity cards issued by the Contractor and thus pose a security risk to the safety of the Bank's establishments, its officers and the families of its officers residing in flats.

5.9 The decision of the Bank in all cases attracting penalties shall be final and binding on the contractor.

5.10 Adequate insurance cover shall be arranged by the Contractor for all employees/workmen against accident & the Bank shall not be responsible for any

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liability arising out of any accident / injury caused to the employees/workmen while performing the work and Bank should be kept indemnified from any such eventualities. In case of fire emergency, it should be ensured by the contractor that the staff deployed by him/her should be able to handle and use fire extinguisher. Any expense occurred towards such training of fire-fighting will not be paid by NABARD.

Declaration by the Contractor:

We / I have read and understood the Safety code for the said contract 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.

Signature:

Place:

Date :

Name and Seal:

Section 06

Scope of Work

6.1 Description of the Property

- a) Office Building and Common Utilities, Sec 34 A, Chandigarh
- b) Residential Colony and Common Utilities, at Sector 66, Mohali

6.2 Period of the AMC

The contract shall be executed for a period of two years from 01.04.2023 to 31.03.2025. The Tenderer is advised to quote the rates with due provisions as necessary, based on the scope of works and specification/ description of items as well as terms and conditions contained in the Tender Document.

6.3 Duty Hours

*Manpower	*Shift timings	Place of Duty
02 Gardeners	9:30 AM to 5:30 PM daily	NABARD Punjab Regional Office, Chandigarh
02 Gardeners	9:30 AM to 5:30 PM daily	NABARD Vihar Sector 66 Mohali

NABARD reserves the right to increase or decrease the manpower and change the shift timings and deployment as per the requirement at any given point of time.

6.4 Roles and Responsibilities

1. The Gardening staff shall be responsible for cleaning of the gardens to ensure that the same is spic-and-span.
2. Provide all the tools, tackles, such as lawn mowers, rollers, sickles, knives, scissors, PVC flexible pipe for watering of required size and length, water jugs for sprinkling water on plants and all other relevant accessories generally required for gardening and horticulture jobs.
3. If contractor fails to provide the necessary tools to the gardeners, Bank will provide the same and the cost will be recovered from the bills of the contractor.
4. Spreading of earth, manure / compost, sludge etc. to the required thickness and levelling and dressing the area as and when necessary or as desired by NABARD, either inside garden area or outside garden area. For bringing the red soil/organic manure by truck/lorry, fertilisers and pesticides such as urea, potash, etc., extra payment will be made by NABARD for a truck load or for specific quantity.
5. 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.
6. 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

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- cleaned. Further, the gardeners will also check the stagnant water in planters so as to arrest the mosquito breeding.
7. 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.
 8. Preparation of beds for hedging and shrubbery by proper excavation, breaking clods, mixing with sludge, manure etc. as required or as desired by NABARD.
 9. 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.
 10. Pruning the branches/ parts of all types of live trees and plants from the entire colony as and when necessary and as desired by NABARD and taking away those out of the colony. Necessary permission, if required from Municipal authorities shall be obtained by the contractor before commencing such works.
 11. Uprooting and cutting the dead trees, plants, unwanted shrubs from the entire colony and taking those away from the colony from time to time as and when necessary or as required or as desired by NABARD. The payment per truck for the same shall be paid extra by the Bank.
 12. Erecting bamboo fencing including supplying of bamboo etc. in and around the garden area or the areas along side the existing garden to protect the garden from foreign invasion, as directed.
 13. Removing dead leaves, polythene bags, papers and any other foreign materials from inside the garden and lawn area every day and upkeep the garden and lawn.
 14. Laying the loose bricks on edge cum end and half inserted inside the ground (in inclined position) around the plants or in a line as desired/directed. NABARD will made extra payment for purchase of bricks only, if required.
 15. Painting of the bricks laid inside garden, flower pots or any other portion inside garden or lawn as and when necessary with white lime or brick red colour as directed.
 16. Regular maintenance of plants in the flower pots including watering daily, manuring, adding extra earth, etc. all complete for healthy growth of plants in the pots. For replacement or damaged/broken pots and plants, extra payment will be made by NABARD for pots irrespective of pot's cost. 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 on actual basis.
 17. Any work (as described above) not done properly shall be redone to the satisfaction of NABARD, for which no extra payment is admissible.
 18. In case of failure to complete a job within specified time, the same may be got executed through another agency at the contractor's risk and cost without giving further notice.
 19. All the rubbish, debris, unusable materials, dead tree trunks, plants etc. removed from inside the colony should be disposed off in the municipal dumping yard or any other suitable place not objectionable to municipal or any other statutory authority. The disposed materials should not create any environmental nuisance. NABARD shall not take any responsibility with regard to the above. Any penalty imposed on NABARD by municipal or any other statutory authority on this account shall be directly recovered from contractor's any bill or earnest money

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deposited with NABARD. The contractor shall indemnify the municipal/statutory authority of any responsibility on this account. The contractor shall make all the coordination with the BMC.

20. Separate payment shall be made for removal of the plant debris.
21. The leaves and other vegetation shall be chopped into pieces for feeding the same into organic waste convertors / tumbler composters, etc.
22. The gardeners must report to the Site Supervisor /Caretaker / ACT daily at a time decided by the Bank, for taking any instructions.
23. Water shall be supplied free of cost by NABARD at the selected points inside the colony. The Contractor should arrange for sufficient long PVC flexible pipe for watering of required size and length at his cost or have sufficient buckets to carry water from the tap. No additional taping of water shall be permitted.
24. Gardeners will cooperate with compost plant operators as desired by the Bank.
25. Over and above the activities mentioned above, if any further work will be done as and when required as per the instructions of the Concerned Authorities.

Special Instructions for all Gardening works.

1. You will provide gardeners whose identity is duly verified by the Police, to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank.
2. The manpower provided by you shall be available as per the timings decided by the Bank. The deployment of manpower may be flexible and could be changed depending upon the work.
3. You will provide substitutes in case of absentees. Penalty will be imposed in case of absences as given in the special terms and conditions of the contract. Contractor may take all necessary measures so that the work do not suffer on account of the absence of its staff and to avoid penalty.
4. The rate quoted by you for the Gardening work will include the cost of manpower and cost of tools / tackles, dress, ID cards etc..
5. All Gardening staff must be suitably trained with experience in a similar building to perform duties entrusted to them, and must be in proper uniform at all times. The staff must be polite and may be trained for the behaviour in the office
6. 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.
7. Any damage to the gardens or pots will be brought to the notice of the ACT/Caretaker/Bank Officer, immediately.
8. NABARD shall not be responsible to your workers in any manner whatsoever. The behavior of the workers will be polite and no complaint in this regard shall be entertained. Contractor shall be responsible for any complaints in this regard.
9. NABARD will reserve its right to recover the loss of damage from you, if any, caused by your works during the period of performance of the work from any amount payable to you or otherwise NABARD's decision in this regard shall be final.

Section 07

Submission of the Bid

7.1 Who can submit the Bid?

The bid shall be submitted only by those agencies which qualify the Pre-Qualification Criteria of the tender indicated in Section 02.

7.2 Technical & Financial Bids

The bids (Technical & Financial) must be submitted in form of E- bid in prescribed format by visiting the GeM portal.

7.3 Submission of the Bids

The Technical and Financial Bids shall be submitted as per the details given below:

7.3.1 The Technical Bid

The interested bidders may submit the Technical Bid as per Annexure I.III of the Document. The following documents shall be enclosed with the Technical Bid:

- Details of EMD deposited - Annexure I.II
- Details of Work in Hand
- Letter of Undertaking – Annexure I.IV
- Declaration / self-affidavit by the bidding firms as to their Technical suitability as per Pre-Qualification Criteria– Annexure I.V
- Non-disclosure Agreement– Annexure I.VI
- Pre-integrity Pact – Annexure I.VII

6.3 The Financial Bid

The Financial Bid shall indicate the Financial quotes for the Services as per the Scope of Work and format prescribed in Part II. Features of the Financial Bid are indicated below:

- i. The financial quote should be in Indian rupees and it should include all expenses proposed other than taxes.
- ii. Financial Bids should be inclusive of Service Charges which should not be zero (including all derivatives of zero). Financial Bids with Service charges zero will be summarily rejected.
- iii. Bids quoted with administrative/service charges less than or equal to the applicable TDS (IT-TDS and/or GST-TDS) would be treated as unresponsive and invalid, which are liable for rejection.

- iv. NABARD does not bind itself to accept abnormally low bid. 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 the tenderer/ bidder shall have to furnish the same.
- v. Analysis for the scrutiny of rates will be done by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/ perform the contract.
- vi. Rates must be quoted for all the items of BOQ. Incomplete BOQ will not be considered.
- vii. Rates should be quoted for a month.
- viii. No escalation or increase in the rates will be given during the Contract period. The rates will be considered for revision only in case of (i) revision of minimum wages and (ii) revision of statutory taxes like GST to the relevant extent.
- ix. In case of payment for supply of skilled/ semi-skilled/ unskilled labour, the rates will be revised proportionately as per the revision in the minimum wages as announced by UT/State/ Central Govt., whose rates are adopted.
- x. The rates have to be quoted by including 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.
- xi. Before deployment of staff, their bio-data / competence shall be verified by the Bank's / designated official in the beginning of AMC as well as changing the staff/labour.
- xii. The contractor has to give satisfactory services for said AMC and Bank reserves the right to remove/ delete any particular service from the awarded AMC.
- xiii. Deductions will be done in the bill payments as per the applicable penalty clauses in the tender document.
- xiv. The contractor will comply Labour Law requirements and maintain the muster 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.
- xv. Bidder may specify particulars of the other statutory payments, if any. If the Bidder doesn't quote for the other statutory payments, then responsibility of such payments will be borne by the bidder himself and NABARD will not be responsible for the same and will not entertain any claims thereon in this regard.
- xvi. Validity of offer will be for 180 days from the date of opening of Price- Bid.

7.4 Submission to the Bank

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- ✓ The bid documents should be submitted in soft form at GeM portal only.
- ✓ The Bidders should necessarily submit the information as per the prescribed formats given in the Tender Document while submitting both Technical and Financial Bids. Any deviation in this regard entails the Bidder for disqualification.

Section 08

Evaluation and Selection of the Bids

8.1 Opening of the Bids

Bids will be opened in front of the Committees constituted for this purpose in the Bank in the presence of not more than two representatives of each bidder who choose to attend the meeting scheduled for opening of bid. No separate intimation will be given in this regard to the bidders for deputing their representatives. The representative/s has/have to submit an authority letter duly signed by the bidder, authorizing him/her to represent and attend the bid opening on behalf of the bidder.

8.2 Evaluation of Bids

- i. The Bank will constitute separate Committees for Technical and Financial Evaluation of the bids and to decide on selection of the successful bidder. The decision of the Bank shall be final and the bidder shall have no right to challenge the decision of the Bank.
- ii. The Technical Bids shall be evaluated on the basis of their response and by applying Evaluation Criteria specified in this Section.
- iii. In the first stage of Technical Evaluation, a proposal would be rejected, if it is found deficient as per the requirements indicated in **Section 02** of this document.
- iv. The Technical Bids shall be evaluated first and at this stage the Financial Bids will remain unopened. The Evaluation Criteria for Technical Bids is as defined in para 8.3 on completion of Technical Evaluation of all proposals, the Financial Bids of the technically qualified bidders only, will be opened.

8.3 Evaluation criteria for Technical Bid

- i. The evaluation of Technical Bid will be completed on a maximum of 70 marks as indicated below:

Sr.No.	Criteria	Max. Marks
I	Past Work Experience of the Agency	20
A	=Or>7<10 years	5
B	=Or>10<12 years	10
C	=Or>12<15 years	15

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D	=or>15 years	20
II	Turnover (Rs lakh)	20
A	=or>8<20	5
B	=or>20<40	10
C	=or>40<80	15
D	=or>80	20
III	Assignments executed/ongoing in Government Departments / Organisations / PSUs /Banks	20
A	=or>3<5	5
B	=or>5<8	10
C	=or>8<10	15
D	=or>10	20
IV	Number of Employees on Roll	10
A	=or>15<30	5
B	=or>30	10

- ii. The Bank may add any other relevant criteria for evaluating the proposals received in response to this Tender at its sole discretion, to seek more information from the Respondents in order to normalize the Bids.
- iii. All those Bidders who attain a minimum of 20 marks on Technical Evaluation score will be eligible for Financial Bid Evaluation.

8.4 Evaluation of the Financial Bid

- i. The proposal of the successful bidder/s of the Technical Bid with the lowest Financial Bid will qualify as the L1 Bidder.
- ii. In the case of multiple L1 Bidders, contract will be awarded to the bidder having highest marks as per following criteria among the L1 bidders. Format of Scoring Model is as below:

Sr. No.	Description	Score
1	Legal Structure	20
	Private Limited/Public Limited	20

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	Partnership	15
	Proprietorship	10
2	Work Experience in the field of Gardening Services	10
	>20 years	10
	20>=10 years	5
	10>=7 years	2
3	Average Annual Turnover during the last 3 years ending 31 March 2022	10
	>50Lakhs	10
	50>=20Lakhs	5
	20>=8 Lakhs	2
4	No. of works in Public/Private Institutions (with more than built-up area 80,000 sq ft.) handled in India in last 07 years (as on date of Bid Submission)	5
	>20	5
	20>=10	3
	10>=5	1
5	Quantum of area of the building/work performed for the last 7 years	5
	>7 acres	5
	7 acres>=5 acres	3
	5 acres>=3 acres	1
	Total Marks	50 (Max)

- iii. In case multiple L1 bidders get same marks as per above criteria also, then the Purchase Committee of RO can visit the work sites of the bidders and award marks to the work being carried out at site adopting an objective criteria. The work can then be awarded to the bidder with highest marks.
- iv. In case of multiple L1 bidders getting equal marks even after field visits, the final selection can be done based on draw of lots, as may be decided jointly by the RO and select bidders, or by pulling the highest number from a box containing 30 numbers.

8.5 Execution of Agreement

The selected Bidder will be required to execute (a) Agreement (PA), which must include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank. The selected Bidder will be required to execute the agreement within 15 days from the date of issues of work order. A specimen of contract proposed to be executed with the successful bidder is given in Section 09.

8.6 Professionalism

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The selected Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

8.7 Adherence to Standards

The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the selected Bidder. The Bank reserves the right to ascertain information from the other banks and institutions to which the Bidders have rendered their services for execution of similar projects.

Section 9

Draft of Article of Agreement

(On Non- Judicial stamp paper of Rs 200/-)

AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

THIS AGREEMENT is made at Chandigarh on this _____ day of.....2023

BETWEEN

National Bank for Agriculture and Rural Development a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Head office at C-24, 'G' Block, Bandra Kurla Complex, Bandra (East) Mumbai-400051, hereinafter referred to as **NABARD** (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the **ONE PART**.

And

M/s _____ a firm/ society/ company registered/incorporated under the Companies Act, 1956 Act having its registered office at _____

_____ hereinafter referred to as the 'Contractor' (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the **OTHER PART**.

(NABARD and the Contractor are collectively hereinafter referred to as "**the Parties**")

WHEREAS

- (1) NABARD Punjab Regional Office Chandigarh, being desirous of outsourcing the works relating to Annual Maintenance contract for Gardening Services in NABARD Punjab RO Building, Chandigarh, NABARD Vihar, Mohali, (hereinafter collectively referred to as **the said premises**) for the period of 01.04.2023 to 31.03.2025 had vide its letter no _____ Dated _____ issued a "Notice Inviting Tender" (hereinafter referred to as "the NIT") inviting bids for providing the said works at the said Premises. A copy of the NIT is given as "Section 1" and to be read as part and parcel of this Agreement.
- (2) The Contractor had, vide its letter dated _____ 2023 submitted its Tender for undertaking the said works at the said Premises.

Signature and Seal of Tenderer

- (3) NABARD, vide this letter of Intent No _____
Dated _____ 2023, had selected the Contractor for carrying out the
said works at the said Premises.
- (4) The parties hereby agree, record and confirm the various terms and conditions
for carrying out the said works at the said Premises hereinafter appearing.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The Contract shall commence from 01.04.2023 and shall continue until 31.03.2025 unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of **Rs _____ monthly , for the contract duration** to the contractor for carrying out the said works in the said Premises as per the details given in **Section 06**. The rate will remain fixed throughout the entire period of contract i.e. till 31.03.2025 and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/ Central Govt.
2. The contract may be extended for further periods after the expiry of the initial period i.e. 31.03.2025 as indicated in the tender document NABARD shall, in that event, make a request contract/ extended contract and upon such request, the Contractor shall provide the said works at the said Premises. On the same terms and conditions or with some addition/ deletion/ modification, for further specific period. Mutually agreed upon by the parties.
3. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.
4. The Contractor should make discreet inquiries about the character and antecedents of the persons whom they are deploying in NABARD. The contractor shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.
5. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by:-
 - i) List of Individuals deployed.
 - ii) Bio-data containing educational qualifications and previous experience /s, date of birth, etc.
 - iii) Certification of verification or antecedents of persons by local police authority.
 - iv) Identity Cards bearing Photograph.
6. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in Section I of the tender document. No additional payment shall be made if the contractor keeps more staff for completing the pending work or if minimum staff strength is not able to perform satisfactorily as per the Contract provision. All deployed

manpower shall wear Identity Cards provided by the office every day during working hours. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.

7. The said works at the said Premises. Which will be entrusted to the Contractor from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.
8. The Contractor shall, for all intents and purposes. Be the “Employer” within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him 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 provisions of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
9. The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc. as may be necessary or required for carrying out the said works in the said Premises in accordance with this Agreement. The Contractor shall also inform and assist NABARD in procuring any registration, permissions or approvals. Which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act 1970 and the Rules and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and / or renewed from time to time throughout the currency of this Agreement.
10. All persons deployed by the Contractor in NABARD will be subjected to security check by the NABARD while entering and leaving the premises. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.
11. The Contractor shall attend to complaints relating to the said work received from the employees of the NABARD and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.
12. The Contractor shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.
13. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions / duties, or for payment towards any compensation.

14. 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 will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by 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.
15. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD. It will be the responsibility of the Contractor for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.
16. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, and Sweater to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as safety shoes, gloves, masks etc.
17. The Contractor, wherever and whatever material is provided by NABARD shall use it properly, any improper use leading to wastage/ pilferage shall be made good by the Contractor to NABARD.
18. NABARD will not be liable for any loss, damage, theft burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed by the Contractor if they sustain any injury etc. while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (workmen Compensation Policy and Contractors all Risk 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. The insurance policies are required to be at least for 1.25 times of the contract value.
19. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, administrative/ organizational matters as all are of confidential / secret nature.
20. 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.
21. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks. Paan, smoking, loitering without work etc.

22. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the office NABARD. so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
23. The Contractor shall immediately provide a substitute in the event of any person leaving the job duty to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost thereof shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/ Register indicating reasons for not attending to any particular complaint within time schedule. Failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.
24. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/ conflict of interest/ improper conduct.
25. In case, the manpower deployed by the Contractor commits any act of omission/ commission that amounts to misconduct/ indiscipline/ incompetence, the contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD remove him / them from the said Premises.
26. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act. 1948 as applicable in the UT Chandigarh and Punjab, Mohali/ GOI whichever is higher on a monthly basis. The Contractor shall also make PF contribution ESI contribution, and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.
27. The Contractor, as taxable service provider, must be registered with central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices/ Bills/ Challans should be serially numbered and it should contain the Name and Address of Service Provider & Service Receiver, Description of services etc.
28. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are released before the 10th day of the following month in the presence of NABARD's representative, irrespective of receipt of payment from NABARD.
29. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.
30. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

31. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand. To NABARD or any other authority under law.
32. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part or its staff and its employees etc. if NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees/ agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/ or deduct any of the amounts as aforesaid from the payments due to the Contractor under this Contract.
33. The Contractor will have to deposit a security amount of Rs. _____ (Rupees _____) by NEFT/RTGS in NABARD account covering the period of this Agreement. In case the Agreement is further extended beyond the initial period, the security deposit would be retained.
34. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.
35. In case, the Contractor fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/ obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.
36. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.
37. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement, then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.
38. The Contractor shall not transfer, assigns, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.
39. If the services of the contractor are not found satisfactory, the contractor will be given one-month notice to improve his services. If the Contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the Contractor fails to Deposit will be forfeited. Notwithstanding anything contained in this Agreement. The Contractor shall continue to provide services of the persons deployed in

NABARD on the terms and conditions of this Agreement till date of termination this Agreement.

40. On the Expiry or early termination of the Agreement the Contractor will withdraw all its personnel without in any way causing any damage to the said premises and the property therein and clear their accounts by paying them all their legal dues. The persons deployed by the contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/ otherwise capacity in NABARD.

41. Resolution of Disputes

- 41.1 This Agreement shall be governed by and construed in accordance with the laws of India.
- 41.2 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representatives.
- 41.3 In case of failure to resolve the dispute and differences amicably within 30 days of the receipt of notice by the other party. Then the same shall be resolved as follows:
 "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
- 41.4 The Venue of the arbitration shall be at Chandigarh.
- 41.5 The language of arbitration shall be English.
- 41.6 Work under the Agreement 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. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.
- 41.7 Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.
- 41.8 This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or

agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

- 41.9 This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.
- 41.10 The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies. In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorised officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered
By Shri _____

For & on behalf of NABARD

In the presence of

1.....
2.....

Signed, sealed and delivered
by Shri _____

the duly authorized signatory for &
on behalf of the Contractor

In the presence of

1.....
2.....

Section 10**PROFORMA FOR ELECTRONIC PAYMENT**

Details of Bank account to be furnished by the Contractors for effecting payments

1	Name of the Account Holder (As appearing in the Bank Account)	
2	Name of the Bank	
3	Name of the Branch	
4	Account number	
5	RTGS/NEFT/IFS Code	
6	Type of Account (Savings, Current, etc)	
7	PAN Number	
8	GSTN Number	

Signature

Please attach

- i. Photocopy of one cancelled cheque leaf of the above Bank Account
- ii. Copy of PAN Card and
- iii. Copy of GST No
- iv. Copy of Registration of the Firm

Signature and Seal of Tenderer

Annexure I.I
Letter of Authorization to Bid

(LETTER TO THE BANK ON THE COMPANY'S / FIRM'S LETTER HEAD)

Ref No:

Date: --/--/2023

To

The Chief General Manager
Punjab RO, Sector 34 A, Chandigarh-160022.

Dear Sir,

Subject: Authorization Letter for attending opening of bid documents

Ref: Tender no/name.....

This has reference to your above Tender for Providing the Gardening Services at Punjab RO Chandigarh and its Residential Colony at Mohali Ref. No. NB.PB. DPSP/ /2022-23. Mr./Mrs./Miss----- is hereby authorized to participate in tender opening (Technical and financial bids) and to sign the contract on behalf of our organization required by the bank as called for vide the bank's request for proposal vide tender no **dated..... February 2023.**

We confirm that all the prices quoted in tender by him/her shall be binding on us. He/ She is also authorized to take decisions on behalf of the company until tendering process is completed. Certified Xerox copy of Power of Attorney (P/A) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered against this Tender.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Signature and Seal of Tenderer

Name of Authorizing Authority

(Certified Xerox copy of P/A of authorized Signatory/authority is to be submitted)

Note:

This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.

Signature and Seal of Tenderer

Annexure II
Details of EMD Deposited

Name of the Firm / Agency	
Name of the Bank	
Amount (Rs)	
UTR No	
Date	

MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations are exempted from clause of EMD subject to the providing of copy of such Registration Certificate.

Signature and Seal of Tenderer

Annexure I.III

Format for Technical Bid

1. Name of the firm and Composition of the firm (Full particulars (whether the Tenderer is an individual/ partnership firm/ company etc.) of the composition of the firm Tenderers in detail should be submitted along with the name(s) and address (es) of the partners, copy of the Articles of Association/ power of Attorney/ any other relevant document.)

(a.1) Registered Head Office.

(a.2) Local Office Address.

(a.3) Year of Establishment.

2. Details of work experience as per the requirements in the pre-qualification criteria supported by work orders indicating the value & general specification of work, No. of persons to be engaged as per agreement, other document and certificates. The details along with documentary evidence of previous experience, if any, carrying out works for NABARD/RBI/Public Sector Banks/ Government Department/ Semi Government Department\ other public sector undertakings/ private banks/ Private Sector/ housing societies at any other centre should also be given.

3. Credit worthiness of the Tenderer & Turn Over during the specified period

(copies of IT deposit certificates (Such as copy of deposited form 16 or any such other certificates) along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed as proof of their credit worthiness and Turn Over for the last three financial years ending 31.03.2022)

4. Name(s) and address(es) of the Bankers and their present contact executives

(Written information about the names and address of their bankers along with full details like names, postal address, e-mail IDs, telephone (landline & mobile No.s), Fax No. etc of the contact executive (i.e. The persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.)

5.Details of Bank accounts

(Full particulars of their bank accounts, account No., type of account, account opening date etc. should be furnished.)

6.Details of the completed works

(The client wise names of work(s), year(s) of execution of work(s) awarded and actual costs of executed works, names and full contact details of the officers / authorities / departments under whom the works(s) was / were executed should be furnished.)

Signature and Seal of Tenderer

7.Details of persons engaged

(The Tenderer should furnish the no. of persons engaged by him for each of his clients with details of qualification of each person and details of job assigned to him / job handled by him.

8.Litigation & civil suits

(The Tenderer should furnish details of his involvement in any type of litigation with any of his present or past clients. He should also furnish the details of any civil suits pending against him or his workmen in any court of law.)

9.Whether registered with the Registrar of companies/ Registrar of firms. If so, mention number and date and attach a copy of registration.

10.Details of Registration with Provident Fund and ESIC.

Whether registered for GSTN/ service tax purposes. If so, also furnish relevant copies.

11.Whether registered in the panel of other banks and other financial institutions and if yes, furnish the details of registration viz. names, category and date of registration, etc.

12.Signature of the Tenderer / Authorized person on behalf of the Firm / Organization (Authorisation letter/power of attorney to be enclosed)

13. Details of key Administrative Personnel:

SN	Name	Designation	Qualification	Professional Experience	NO. of years associated with the firm

Signature and Seal of Tenderer

Annexure I.IV
Letter of Undertaking from the Contractor

The Chief General Manager,
Department of Premises, Security and Procurement
National Bank of Agriculture and Rural Development
Plot No.3A, Sector 34-A, Chandigarh

Dear Sir,

Annual Maintenance Contract for providing Gardening Services at NABARD's Punjab Regional Office Building at Chandigarh and its residential colonies at Mohali for the period 01.05.2023 to 31.03.2025.

1. 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 having obtained the Tender invited by you.
2. I / We have visited the site, examined the scope of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
3. I / We have 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 Financial Bid / 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.
4. I / We agree to deposit interest-free EMD along with tender's technical bid by NEFT in favour of NABARD.
5. I / We agree to deposit all taxes, levies, Cases 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 and the rates quoted by us are inclusive of the same. Rates are inclusive of all taxes and valid for the currency of the contract. Even if the contracts are extended, the rates will not be charged by us.
6. 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.

Signature and Seal of Tenderer

7. The rates quoted by me /us, excepting for the items where payment is for supply of skilled/ semi-skilled /unskilled labour, 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. The payment of items In respect of skilled/ semi- skilled/ unskilled labour will be revised as per the periodical revision in minimum wages published by State/ Central Govt. from time to time.
8. I / We hereby certify that all the statements made and information supplied in the tender document and accompanying statements are true and correct.
9. Should this tender be accepted, I / We hereby agree to abide by and fulfil all the Terms and conditions and Provisions of Contract Document.
10. We also enclose all informant in the prescribed.
11. The details in the personnel of the Agency is also enclosed.

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.

Signature:
Name & Seal:
Place:
Date:

Signature and Seal of Tenderer

Annexure I.V
Form of Self-Affidavit / Declaration

[TO BE SUBMITTED IN FIRM'S / COMPANY'S LETTER HEAD ONLY]

We, M/s_____, are one of the BIDDERS for providing Gardening Services at NABARD's Punjab Regional Office Building at Chandigarh and its Residential Colony at Mohali for the period 01.04.2023 to 31.03.2025.

We, hereby declare that our Firm/Company does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the consultancy services.

We further declare that in case the Bank finds our averments are not true and incorrect, the Bank can initiate necessary action against us, as deemed fit.

AUTHORISED SIGNATORY
(Name, Designation and Seal)

Signature and Seal of Tenderer

Annexure I.VI
Non-Disclosure Agreement Form

This Non-Disclosure Agreement made and entered into at this.....day of 2023.

BY AND BETWEEN

..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (hereinafter referred to as the Agency, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

National Bank for Agriculture and Rural Development, a body corporate established under an act of Parliament, viz., National Bank for Agriculture and Rural Development Act, 1981 having its registered office at NABARD Head Office, C-24, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051 (hereinafter referred to as "NABARD" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

1. The Agency and NABARD are hereinafter collectively referred to as "the Parties" and individually as "the Party"
2. Receiving Party means who receives the confidential information.
3. Disclosing Party means who discloses the confidential information.

WHEREAS:

1. NABARD is engaged in banking business and floated a Request for Proposal to appoint Agency for providing For Providing Gardening Services in NABARD Punjab RO, Chandigarh and its Residential Colony at Mohali, the scope of which is specified in RFP Ref No. NB.PB.DPSP/ /22-23 dated and whereas _____ (Name of Agency) has through an RFP process, bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Implementation partner some Confidential Information (as hereinafter defined), to enable the Implementation partner to carry out the aforesaid exercise (hereinafter referred to as "the Purpose").
2. The Agency is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.

Signature and Seal of Tenderer

3. The Implementation partner is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.
4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the above premises and NABARD granting the Implementation Partner and or his agents, representatives to have specific access to NABARD property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

- i. "Confidential Information" means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the agency during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the agency to carry out the assignment and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential".
- ii. "Confidential Information" also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.
- iii. Information such as (i) intellectual property information (ii) technical or business information or material not covered in (i) (iii) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc. and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

- iv. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- v. The Agency may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the purpose stated above.
- vi. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.
- vii. Confidential Information does not include information which:
 - a) is or subsequently becomes legally and publicly available without breach of this Agreement
 - b) was rightfully in the possession of the agency without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient
 - c) was rightfully obtained by the agency from a source other than NABARD without any obligation of confidentiality
 - d) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality
 - e) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential information shall be returned to NABARD or destroyed at its directions. The destruction of information if any shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.

In the event agency is legally compelled to disclose any Confidential Information, agency shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. The agency shall not disclose to third party any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the agency will apply to

Signature and Seal of Tenderer

its own similar confidential information but in no event less than reasonable care. Notwithstanding anything to the contrary contained herein, the Agreement shall be valid for a period of three years and the obligations of this clause shall survive the expiration, cancellation or termination of this Agreement for a period of three years

2. Non-disclosure:

The Agency shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Agency who have a need to have access to and knowledge of the Confidential Information solely for the purpose authorized above. The Agency shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Agency agrees to notify NABARD immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding 'NABARD' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity, or
- b) any aspect of NABARD's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right, or
- c) Business processes and procedures, or
- d) Current and future business plans, or
- e) Personnel information, or
- f) Financial information
- g) Capital adequacy computation workings.

3. Publications:

The Agency shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of NABARD.

4. Term:

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The Agency hereby agrees and undertakes to NABARD that immediately
Signature and Seal of Tenderer

on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed by NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Agency further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable for a period of three years from expiry. The Implementation partner agrees and undertake to treat Confidential Information as confidential for a period of three years from the expiry, cancellation or termination of the date of the Contract/Agreement.

5. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by NABARD to the Agency, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABARD.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies:

7.1. The Agency acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Agency will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, NABARD shall be entitled, in addition to other remedies for damages & relief (as listed below but not exhaustive) as may be available to it, to an injunction or equitable or similar relief prohibiting the Agency, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees):

- a) Suspension of access privileges
- b) Change of personnel assigned to the job

- c) Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.
- d) Termination of contract

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

7.4. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques

Signature and Seal of Tenderer

contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

9.4. For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the Agency to Bank shall be the property of the Bank and shall not be considered as confidential information to the Bank. However, such service / solutions or other deliverables shall be considered as confidential information by the Agency and shall disclose such details to any third parties without having the express written permission of the Bank.

9.5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.6. In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

9.7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.9 All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

10. Suggestions and Feedback

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees

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fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

11. Governing Law:

The provisions of this Agreement shall be governed by the laws of India and the competent court at Mumbai shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

12. General:

NABARD discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of National Bank for Agriculture & Rural Development (NABARD)

Name :
Designation :
Place :
Signature

For and on behalf of _____ Ltd.

Name :
Designation:
Place:
Signature

IN THE PRESENCE OF

Signature	Signature
Name:	Name:
Date:	Date:

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Annexure I.VII

Pre-Contract Integrity Pact (in Rs.200/- stamp paper)

Between

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

And

..... hereinafter referred to as

“The Bidder/Contractor”

Preamble

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

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

Section 1 – Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to

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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 1 – 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 1, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 1, or if the Principal is entitled to terminate the contract according to Section 1, 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. Sanjay Kumar Panda, IAS (Retd.)
515, Ward No.3, Sideshwar Sahi
Cuttack City, Cuttack District Odisha 753008

- (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 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

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reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

(For & On behalf of the Principal)

(Office Seal)

(For & on behalf of the Bidder/Contractor)

(Office Seal)

Place _____

Date _____

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Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Signature and Seal of Tenderer

PART II

FINANCIAL BID

Annexure II.I
Financial Bid / Bill of Quantities

Annual Maintenance contract for Providing Gardening Services at Punjab RO Premises, Chandigarh, and Residential Colony at NABARD Vihar, Sector 66, Mohali, Punjab.

Detailed Calculation (for 08 hours of shift per day)

S.No	Description	Details	Charges for Unskilled Gardener for Chandigarh (Amount in ₹)
A	Minimum wages (as per Central Government or State Government whichever is higher) inclusive of Special Allowance /VDA	For 30 Days	
B	EPF(Employer Portion)	13%	1950/-
C	ESI Contribution	3.25%	
D	Other Charges/ other statutory payments		
E	Sub Total (A+B+C+D)		
F	Contractors Profit (@..... %of E)		
G	Total (E+F)		
H	GST (@18%)		
I	Grand Total (G+H)		
J	Cost of 04 Gardeners for one month (4 x I)		
K	Total for 12 Months (12 x J)		

Bidder may specify particulars of the other statutory payments with documentary proof. If any. If the Bidder doesn't quote for the other statutory payments, then responsibility of such payments will be borne by the bidder himself and NABARD will not be responsible for the same and will not entertain any claims thereon in this regard.

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Note :

1. Rates shall be quoted inclusive of all prevailing taxes, levies like GST, etc. and as per scope of work & BOQ and after visiting the site.
2. No escalation or increase in the rates will be given during the Contract period. The rates will be considered for revision only in case of (i) revision of minimum wages and (ii) revision of statutory taxes like GST to the relevant extent.
3. If a bidder/ tender quotes NIL charges (nil includes all derivatives of Zero) consideration, the bid shall be treated as unresponsive and will not be considered.
4. NABARD does not bind itself to accept abnormally low bid. The rates quoted by the Tenderer / bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder. Including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/ bidder shall have to furnish Rate analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/ perform the contract.
5. Service Charges claimed by contractor should include management and supervisory charges including Contractor's Profit. Wherever the tender requires the contractor to bear the cost as per requirement of Scope of work and terms and condition of said tender, like uniform for manpower, tools, other overheads, etc., contractors shall quote service charges after due diligence which should be reasonable and workable.
6. For payment regarding supply of unskilled Gardeners, the rates will be revised as per the revision in the minimum wages as announced by UT/State/ Central Govt. whose rates are adopted.
7. The contractor has to quote for all the items of BOQ. Incomplete BOQ will not be considered.
8. The rates have to be quoted by including 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.

9. Before deployment of staff, their bio-data / competence shall be verified by the designated official of Bank in the beginning of AMC as well as changing the staff/labour.
10. The contractor has to submit one month bill for payment.
11. Deductions will be done in the bill payments as per the applicable penalty clauses in the tender document.
12. The contractor will comply Labour Law requirements and maintain the muster 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.

Accepted all terms & conditions of price bid

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

Signature and Seal of Tenderer