18 March 2021

M/s. __________

Molarod / Dear Sir,

NABARD invites tenders for Gardening works at its Head Office Building and following residential colonies in Mumbai. The contract is renewable (One year at each time) for 2022-23 and 2023-24 subject to the satisfactory performance of the contractor during 2021-22 and other terms and conditions of the contract.

<table>
<thead>
<tr>
<th>SN</th>
<th>स्थान/ Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>नाबार्ड प्रधान कार्यालय बिल्डिंग, बंद्रा-कुर्ला कॉम्प्लेक्स, मुंबई / NABARD Head Office Building, Bandra Kurla Complex</td>
</tr>
<tr>
<td>2</td>
<td>नाबार्ड हाउस, बंद्रा-कुर्ला कॉम्प्लेक्स, मुंबई</td>
</tr>
</tbody>
</table>

NABARD House, Bandra Kurla Complex, Mumbai
We invite you to submit tender for the captioned works. The offer shall be in two parts, viz., Technical Bid and Price Bid(s). The technical bid shall be one for all locations while Price Bids shall be filled and submitted for all locations/groups separately (one price bids) in the prescribed tender document enclosed. The Price Bid for each location has to be submitted in separate sealed cover super scribed with name of the location on the envelope.

<table>
<thead>
<tr>
<th>Name of Account</th>
<th>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BANK NAME</td>
<td>NABARD</td>
</tr>
<tr>
<td>BRANCH NAME</td>
<td>HEAD OFFICE, MUMBAI</td>
</tr>
<tr>
<td>IFSC code</td>
<td>NBRD0000002</td>
</tr>
<tr>
<td>Account Number</td>
<td>NABADMN07</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Account</th>
<th>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</th>
</tr>
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<td>IFSC code</td>
<td>NBRD0000002</td>
</tr>
<tr>
<td>Account Number</td>
<td>NABADMN07</td>
</tr>
</tbody>
</table>

Counterfoil/ receipt/transaction detail for the same has to be enclosed with the tender. The Tender without EMD shall be rejected out rightly. No interest is allowed on the EMD/RMD.
3. The location/group/colony for which EMD is submitted may be specifically mentioned on the back side of each Counterfoil/ receipt/transaction details. Tenders without EMD will be rejected for that particular location/colony.

<table>
<thead>
<tr>
<th>SN</th>
<th>Location/स्थान/समूह</th>
<th>बयाना राशि/EMD (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>नाबार्ड प्रधान कार्यालय बिल्डिंग, बांद्रा-कुर्ला कॉम्प्लेक्स, मुंबई NABARD Head Office Building, Bandra Kurla Complex, Mumbai</td>
<td>44000.00</td>
</tr>
<tr>
<td></td>
<td>नाबार्ड हाउस, बांद्रा-कुर्ला कॉम्प्लेक्स, मुंबई NABARD House, Bandra Kurla Complex, Mumbai</td>
<td></td>
</tr>
</tbody>
</table>

5. Tenderers are advised to visit the office building and colony as stated above, to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from the Bank before quoting their rates. Sealed tender in the prescribed tender document should be addressed by name to, "Shri. B. R. Pattanaik, Chief General Manager, Department of Premises, Security & Procurement, National Bank for Agriculture and Rural Development, (Ground Floor- A wing), Bandra-Kurla Complex, Bandra (East), Mumbai: 400 051".

6. The Technical Bid along with separate EMD (individual) for relevant location / colony may be submitted in sealed envelope superscribed "Technical Bid and EMD: Annual Maintenance Contract for Gardening Services for the period from 01.07.2021 to 31.03.2022".

7. कार्यालय के लिए मुल्य बोली/ बोलियां मुहरबंद लिफाफे में प्रस्तुत की जाएं. जिस पर "मुल्य बोली (स्थान/ कार्यालय: ) : 01.07.2021 से 31.03.2022 की अवधि के लिए बागवानी के लिए वार्षिक रखरखाव संविधा" लिखा होना चाहिए.
The price bid for each location/colony has to be submitted in sealed envelopes with superscription "Price Bid (Location/colony:......): AMC for Gardening for the period from 01.07.2021 to 31.03.2022".

7. क/ा. इस बात की सावधानी बरतें कि मूल्य बोली केवल अलग लिफाफे में ही प्रस्तुत की जाएं।

Care should be taken to submit price bid in separate envelopes only.

8. तकनीकी बोली और मूल्य बोली के अलग-अलग लिफाफे को एक बड़े लिफाफे में रखा जाए जिस पर "............ (स्थान जिनके लिए मूल्य बोली कोट की गई है) के लिए वर्ष 01.07.2021 से 31.03.2022 के लिए बागवानी के लिए वार्षिक रखरखाव संविदा” लिखा जाए।

The technical bid and price bids in separate envelope may be put in a bigger envelope and super scribed with “AMC tender for the Gardening for year 01.07.2021 to 31.03.2022 for ............ (names of the location for which price bid is quoted)”.

8. क/ा. किसी भी परिस्थिति में विलंब से प्राप्त निविदाएं स्वीकार नहीं की जाएंगी।

Late tenders will not be accepted under any circumstances.

9. 18/04/2021 को 15.00 बजे उक्त पंच पर निविदाकर्ता या उनके प्रार्थिक प्रतिनिधियों जो उपस्थित रहना चाहते हैं की उपस्थिति में तकनीकी बोलियाँ खोली जाएँगी। मूल्य बोली बाद में खोली जाएँगी और निविदाकर्ताओं द्वारा प्रस्तुत दस्तावेजों की संवीक्षा के बाद मूल्य बोलियों के खोलने की तारीख के संबंध में अग्रसर कराया जाएगा। यह नोट किया जाए कि केवल उन निविदाकर्ताओं की मूल्य बोलियों के लिफाफे खोले जाएँगे जिन्होंने पत्रात्त्व-पूर्व मानदंड/ तकनीकी बोली में निर्धारित आवश्यकताओं का अनुपालन किया है। इस संबंध में बैंक का निर्णय अंतिम होगा। यदि निविदाकर्ता बैंक को संतुष्ट करने में असफल होता है तो बैंक निविदा अस्वीकार करने और मूल्य बोली न खोलने का अधिकार सुरक्षित रखता है।

The Technical Bids will be opened on 18/04/2021 by 15.00 hrs at the above address in the presence of the tenderers or their authorized representatives who choose to be present. Opening of Price Bid shall be done at a later date which shall be intimated after scrutiny of the documents submitted by tenderers. It may be noted that Price Bid envelopes shall be opened only in respect of those tenderers who have complied with the requirements as laid down in Pre-Qualification criteria / technical bid. The decision of the Bank in this regard shall be final. In the event of intending tenderer’s failure to satisfy the Bank, the Bank reserves the right to reject the tender and not to open the price bid.
10. If the last date of receipt of opening of the tenders happens to be a holiday for NABARD, then the receipt and opening of the tenders shall be shifted to next working day without change of time and venue.

11. The tender will be rejected if any bidder proposes any deviation from the prescribed requirement. NABARD reserves its right to accept or reject any tender, either in whole or in part, without assigning any reasons for doing so. NABARD does not bind itself to accept the lowest or any tender at all. Tenderer shall have to furnish Rate Analysis for the scrutiny of rates by NABARD, if required.

11(i). Tenders which do not fulfill all or any of NABARD’s conditions or are incomplete in any respect and tenders with the tenderer’s own special conditions are liable to be rejected.

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

12. Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to the “Chief General Manager, Department of Premises, Security and Procurement, NABARD” who will review the queries and if information sought is not clearly indicated or specified, NABARD will issue clarifications to all the tenderers, which will become part of the Tender Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the tender...
documents or any doubts as to their meaning are not brought to the notice of NABARD before five working days prior to the date of submission of the tender.

13. निविदाकर्ताओं को सूचित किया जाता है कि वे निविदा के वाणिज्यिक पहलू का कड़ाई से पालन करें और निम्नलिखित बिंदु नोट करें:

Tenderers are advised to ensure strict observance of commercial aspect of the tender and note the following points:

I. संविदा की अवधि 01.07.2021 से 31/03/2022 तक होगी. पारस्पर रूप से सहमत निविदाओं और शरीरों के अनुसार यदि सेवाओं की सूचना नकं प्राप्त होती है तो इस संविदा का अगले दो वर्ष (हर बार एक वर्ष) के लिए नवीकरण किया जाएगा. नवीकरण के संबंध में नाबाड का एक एकमेव विवेकाधिकार होगा.

The Contract period will be from 01/07/2021 to 31/03/2022. The same may be renewed for two more years (one year at each time) if services are found satisfactory as per mutual agreed terms and conditions. The renewal shall be on sole discretion of NABARD.

II. मूल्य बोधलयों की शुल्क की तारीख से 90 दिन तक ऑफर वैध होगा.

Validity of offer will be for 90 days from the date of opening of price bids.

III. सफल निविदाकर्ताओं की ब्यापार राशि नाबाड द्वारा जमानत राशि के रूप में रखी जाएगी. जमानत राशि की मात्रा स्थान/ कामों के संबंध में सार्वजनिक संविदा राशि के 5% होगी. सफल निविदाकर्ताओं की कार्य संबंधी आदेश जारी जाने के 10 दिन के भीतर शेष जमानत राशि जमा करनी होगी. जमानत राशि संविदा अवधि पूरी होने बाद वापस लौटाई जाएगी. जमानत राशि पर कोई ब्याज नहीं दिया जाएगा.

The EMD of successful tenderers (for location / colony) shall be retained by NABARD towards Security Deposit (SD). The quantum of security deposit shall be 5% of the annual contract amount in respect of each location/colony. The successful tenderer has to submit the balance amount of security deposit within 10 days of issue of work order. Security Deposit will be refunded after the expiry of the contract period. SD will not bear any interest.

आप कालों का दौरा करें और यदि आवश्यक हो तो स्पष्टीकरण की मांग करें. आप नाबाड, डीपीएसपी (परिसर अनुभाग), तल मंजिल, ए विंग, बांद्रा-कूला कॉम्प्लेक्स, बांद्रा (पू), मुंबई से भी संपर्क कर सकते हैं.

You may visit the colony and to seek required clarifications, if any, you may also contact NABARD, DPSP (Premises Section), Ground Floor, A Wing, Bandra Kurla Complex, Bandra (E), Mumbai.

14. निविदा आमंत्रित करने के लिए दी गई यह सूचना (एनआईटी) निविदा दस्तावेज का एक भाग होगी.

14. This Notice Inviting Tender (NIT) shall also form part of the tender document.

15. 31/03/2021 को 11.00 बजे तल मंजिल, ए विंग, डीपीएसपी, नाबाड, बीकेसी, गुंबई पर प्री-बीड बैठक का आयोजन किया गया है. आप कार्य के दायरे को समझने और यदि किसी स्पष्टीकरण की आवश्यकता है तो उसके लिए कार्यस्थलों का दौरा करने के बाद बैठक में उपस्थित रहें.
15. A pre-bid meeting has been arranged on 31/03/2021 at 11.00 Hrs in Ground Floor, A Wing, DPSP, NABARD, BKC, Mumbai. You may attend the meeting after understanding the scope of work and visiting the sites to seek required clarification, if any.

16. निविदाकर्ता किसी अन्य स्पष्टीकरण के लिए 022 2653 9225 और 022 2653 9022 पर कार्यालय समय के दौरान संपर्क कर सकते हैं.

16. For any further clarification, the applicant may contact on 022-2653 9225 and 022-2653 9022 during office hours.

भवदीय/ Yours faithfully

Sd/-

(Manoj Kumar Gupta/ मनोज कुमार गुप्ता)
उप महाप्रबंधक/ Dy. General Manager

संलग्न: निविदा दस्तावेज/ Encl: Tender Document
Tender
For
Annual Maintenance Contract for
Gardening services at
NABARD’s Head Office Building
and
NABARD House Residential Colony
in Mumbai
for the period 01.07.2021 to 31.03.2022

Department of Premises, Security and Procurement,
NABARD Head Office
Gr. Floor, A Wing, C-24, G Block,
Bandra Kurla Complex, Bandra (E)
Mumbai – 400051
dp sp@nabard.org

<p>| Date of issue of tender document | 18/03/2021 |
| Date of pre-bid meeting         | 31/03/2021 |
| Due date for submission of tender | 14:00 Hrs. on 08/04/2021 |
| Date and time of opening technical bids | 15:00 Hrs. on 08/04/2021 |</p>
<table>
<thead>
<tr>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PART I (Technical Bid- Pre-Qualification Document)</strong></td>
</tr>
<tr>
<td>• Notice Inviting Tender</td>
</tr>
<tr>
<td>• Tender Notice (Pre-Qualification Criteria &amp; Format of Technical Information on Prequalification Criteria from the Tenderer)</td>
</tr>
<tr>
<td>• Letter of Undertaking from the Tenderer</td>
</tr>
<tr>
<td>• General Terms and Conditions</td>
</tr>
<tr>
<td>• Instructions</td>
</tr>
<tr>
<td>• Scope of Works</td>
</tr>
<tr>
<td>• Special Conditions of the Contract</td>
</tr>
<tr>
<td>• Safety Code</td>
</tr>
<tr>
<td>• Articles of Agreement (Draft)</td>
</tr>
<tr>
<td>• Integrity Pact</td>
</tr>
<tr>
<td><strong>PART II (Price Bids)</strong></td>
</tr>
<tr>
<td>• Price Bid</td>
</tr>
</tbody>
</table>
**PRE-QUALIFICATION CRITERIA**

1. The Tenderer should have a minimum experience of five (05) years of working with nature of works as briefly mentioned below.

**Gardening & landscaping:**

(1) Creation of new garden, lawn etc. (2) Maintaining the existing garden/lawn (3) Supplying of good earth, manure etc. (4) Preparation of decorative stone or brick structures inside the garden (5) Supplying and maintenance of potted plants, etc. (6) Pruning of tree / branches (7) Removal of all gardening related debris, dry leaves, (8) Application of fertilisers and pesticides, etc.

2. The Contractors who are registered with any Govt. / Semi-Govt. / Govt. Undertakings / Autonomous bodies / Corporate Sector and having experience of executing above types of works under AMC contract may apply with detailed certificates / credentials to the Chief General Manager, NABARD, DPSP, Plot No. C/24, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400051. The prescribed form can be downloaded from 'Tenders' page of our web site [www.nabard.org](http://www.nabard.org).

3. **The contractors should meet following qualification criteria:**

   (3.1) Minimum 7 years experience (as on 31.12.2020) in the field of Gardening services contracts, which include all the activities as listed in point no. 1 and should have at least one of the qualifying works carried out for Public Sector Undertakings (PSUs).

   (3.2) The bidders should have carried out similar works during last 7 years (ending 31.12.2020) with annual contract value (costing individually) not less than the amount as given in following table:

<table>
<thead>
<tr>
<th>SN</th>
<th>Experience Criteria</th>
<th>Head Office building and NABARD House, BKC</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 similar work during last 7 years (ending 31.12.2020) with annual contract value (costing individually) not less than Rs. &gt;&gt;&gt;&gt;</td>
<td>17.00 Lakh</td>
</tr>
<tr>
<td></td>
<td>OR</td>
<td>OR</td>
</tr>
<tr>
<td>2</td>
<td>2 similar works during last 7 years (ending 31.12.2020) with annual contract value (costing individually) not less than Rs. &gt;&gt;&gt;&gt;</td>
<td>11.00 lakh</td>
</tr>
<tr>
<td></td>
<td>OR</td>
<td>OR</td>
</tr>
<tr>
<td>3</td>
<td>3 similar works during last 7 years (ending 31.12.2020) with annual contract value (costing individually) not less than Rs. &gt;&gt;&gt;&gt;</td>
<td>8.50 Lakh</td>
</tr>
</tbody>
</table>

"**Note:** to obtain the realistic value of work during the previous years, cost index @5% per year per work shall be added over the actual cost of executed works to calculate the value of works as on 31.12.2020."

4. The tenderers should have Annual Turn Over as given in the following table during the last three years ending **31 March 2020** supported with audited balance sheet / profit &
loss statement or a registered Chartered Accountant certified statement of accounts.

(Rs. Lakh)

<table>
<thead>
<tr>
<th>SN</th>
<th>Turn over Criteria</th>
<th>NABARD HO Building and NABARD House</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Annual Turnover during last three years ending 31.03.2020 should be</td>
<td>Rs. 7.00 lakh</td>
</tr>
</tbody>
</table>

5. Should have their own office within the city / suburban areas of Mumbai, Navi Mumbai, Thane. If the contractor belongs to other city, a detailed write up on execution arrangements shall be submitted by the tenderer.

6. Tender shall be accompanied by a copy of each of the documents like,
   a) Articles of Association/Memorandum of Association/ partnership deed/ any other relevant document showing composition of the firm,
   b) List of eligible work executed during last seven years,
   c) PAN,
   d) GSTN Registration
   e) Employee State Insurance Act registration,
   f) PF registration,
   g) Particulars of bankers & Bank account details.
   h) Details of work experience shall be supported by work orders and corresponding completion certificates.
   i) The client-wise names of similar work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished in the prescribed format.
   j) Details of works on hand
   k) Latest audited final accounts of the business of the contractor duly certified by a Chartered Accountant/certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.

If required, original certificates shall be produced for verification by the tenderer and will be returned after verification.

7. The tenderers should have applicable Tax registrations (PAN, GSTN TIN, TAN, etc.) and also registration with Provident Fund, ESIC, etc., supported with documentary evidence and licenses, permissions, approvals issued by Labour enforcement and other statutory authorities, wherever applicable.

8. Tenderers should have a current bank account with a scheduled commercial bank.

9. NABARD reserves the right to verify any or all the documents furnished by the Tenderers with any authorities. NABARD also reserves the right to cancel any or all
the applications without assigning any reason thereof.

10. Intending applicants are required to furnish details about their firm/organization, experience, competence, etc.

11. The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.

12. If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.

13. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies.

14. The firms which do not fulfil prequalification criteria shall not be considered for selection and award of work.

15. The staff deployed by the firm at site should have adequate experience and knowledge in their respective works.
FORMAT OF TECHNICAL BID

(a) 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 of 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 Address

(a.2) Local Office Address

(a.3) Year of establishment

(b) Work Experience
(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 documents and certificates. The details along with documentary evidence of previous experience, if any, of carrying out works for NABARD / RBI / Public sector banks / Government department / Semi Govt. department / Other Public Sector Undertakings / private banks / Private sector / housing societies at any other centre should also be given.)

(c) 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 certificate) along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed in proof of their credit worthiness and Turn Over for the last three years ending 31.03.2017.)
(d) 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.)

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

(f) Name(s) and address(es) of the Clients and their present Executives
   (Written information about the names and address of their clients 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 Clients by the NABARD, in case it is so needed) should be furnished.)

(g) 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.)

(h) 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.

(i) 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.)

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

(k) Details of Registration with
Provident Fund and ESIC

(l) Whether registered for GSTN/
service tax purposes. If so, Also
furnish relevant copies.

(m) 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.

(Signature of the Tenderer / Authorized person on behalf of the Firm / Organization)

Place :

Date :
Information on Pre-Qualification Criteria
(To be submitted in Tenderer’s own Letter head)

No. ............................
Date : ...........................

To
The Chief General Manager
National Bank for Agriculture and Rural Development
Department of Premises, Security & Procurement, Head Office
Plot No. C/24, ‘G’-Block
Bandra-Kurla Complex, Bandra (East),
Mumbai - 400051

Dear Sir,

Prequalification of contractors for Annual Maintenance Contract for Gardening Services at NABARD’s Head Office Building and NABARD House, BKC, Mumbai.

With reference to your advertisement in the Newspaper on ................., I / We offer our services as a contractor for Gardening AMC works in NABARD’s NABARD’s Head Office Building and NABARD House, BKC, Mumbai.

All the desired information in the prescribed format i.e. format of technical bid, documents and certificates as required by you, are enclosed herewith for your perusal.

Thanking you.

Yours faithfully

(Signature of Authorized person on behalf of the Firm / Agency / Tenderer)

(Tenderer’s Seal)
Letter of Undertaking From the Contractor

The Chief General Manager
Department of Premises, Security and Procurement
National Bank for Agriculture and Rural Development
Plot No. C-24, 'G' - Block
Bandra Kurla Complex
Bandra (East)
Mumbai - 400 051

Annual Maintenance Contract for Gardening services at NABARD’s Head Office Building and NABARD House, BKC, Mumbai.

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 site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.

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

4. I / We agree to deposit interest-free EMD along with tender's technical bid by Demand Draft / Pay Order payable at Mumbai in favour of NABARD.

5. I / We agree to deposit all taxes, levies, Cess etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. I / We agree to pay all Government (Central and State) Taxes such as Income Tax, Surcharge, Cess, GST, etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same.

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.

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

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

Name of the person authorized to sign and submit the tender:
(I) __________________________          (II) _________________________

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

Yours faithfully

(Name and signature of the tenderer)

Place: __________________________

Date: __________________________
Details of Key Administrative Personnel:

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<th>SN</th>
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CLIENT’s CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

Give details of the similar type of Gardening AMC work (satisfying the requirements mentioned in the Tender notice) completed during the last seven years in the following Proforma (separate form of each work).

Name & address of the Client:

Details of Works executed by M/s:

1. Name of work with brief particulars:
2. Agreement No. and date:
3. Agreement/Contract amount:
4. Date of commencement of work:
5. Stipulated date of completion:
6. Actual date of completion:
7. Details of compensation levied for delay (indicate amount) if any:
8. Gross amount of the work completed and paid:
9. Name and address of the authority under whom works executed:
10. Whether the contractor employed qualified / experienced supervisor during execution of work?
11. Quality of work (indicate grading) Outstanding/Very Good/Good/Satisfactory/poor
12. Amt. of work paid on reduced rates, if any.
13. Did the contractor go for arbitration?
   i) If yes, total amount of claim:
   ii) Total amount awarded:
14. Comments on the capabilities of the contractor.
   a) Technical proficiency: Outstanding/Very Good/Good/Satisfactory/poor
   b) Financial soundness: Outstanding/Very Good/Good/Satisfactory/poor
   c) Mobilization of manpower: Outstanding/Very Good/Good/Satisfactory/poor
   e) General behaviour Outstanding/Very Good/Good/Satisfactory/poor

Note: All columns should be filled in properly

Signature of Reporting Officer* with Office seal

*Officer of the rank of executive officer or equivalent
National Bank for Agriculture and Rural Development

General Terms and Conditions

Annual Maintenance Contract for Gardening Works for a contract period from 01.07.2021 to 31.03.2022

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

2. Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required.

3. Rates should include all Taxes, Duties, Octroi, Levies, GST, etc., in accordance with various statutory enactments and should be firm for the entire Contract Period. No increase in rates will be allowed during the entire Contract Period on this account, even in the extended periods of the contracts. 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.

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

5. Monthly/ Quarterly/ Periodical payments will be made in the case of Gardening AMC works based on the bills submitted by the Contractor and certified by the concerned ACT/Site Supervisor to the effect that the works / complaints recorded in the registers/software are attended and rectified as per the scope of the work. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/ Caretaker) after completion of the respective works on the formats enclosed/given for respective work and should submit all these with the bill.

6. Any discrepancy in settlement of bills may be brought to the notice of NABARD within a period of one month after the settlement of the Bills. NABARD will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.

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

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

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

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

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

12. The contractor shall pay the personnel deployed in NABARD premises, their wages in accordance with the Minimum Wages Act, 1948 on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed by them in NABARD.

13. The contractor will be responsible for timely payment to its personnel deployed in the premises and compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance, etc. in respect of the persons deployed by them in NABARD. The Contractor shall be responsible to fulfill all the obligations in connection with the workers employed by it for the purpose of the Contract and all the Statutory and other liabilities if any including minimum wages of Central/ State Govt. (whichever is higher shall be applicable) , leave, salary, uniform, identity cards, ex-gratia, ESI, Provident Fund, Workman Compensation, if any, etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor. The contractor shall liaise with Labour Deptt. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.

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

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

The following requisites are to be fulfilled by the contractor:

- Time schedule of works
- Presence of required number of the persons at the site as per contract
- Maintain desired quality of the work as per specification

The penalties for not complying with the above are indicated in Special Conditions of contract.

15. Annexure I :- The contractor shall always retain experienced staff at site at least to the extent of strength as given in Annexure I.

16. Annexure II (Calculation sheet for supply of manpower and minimum wages) is required to be submitted duly filled along with the Price bid/BOQ. Tenders/bids not complying with the minimum wages payment are liable to be rejected which will be ascertained on the basis of Annexure – II ; submitted by the contractor. Bank will ascertain whether the contractor will be able to pay the minimum wages and other components from Annexure II.
17. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/compensation/absorption/regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

18. The Contractor shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and States) that may be enforced from time to time by the Appropriate Authorities. NABARD shall not be responsible for any penalty on failure on the part of contractor to comply with any Labour Regulations. The contractor shall maintain attendance register of his staff employed at various sites and wage register for payment (at least minimum wages as per Center or State Govt. whichever is higher shall be paid) with all records up to date as per the labour regulations. The contractor shall submit the monthly payment records to the staff employed by him.

19. The contractor shall ensure that the payment is regularly credited to the bank account of the individual labour employed at Bank’s premises and payslips for respective payments are duly issued regularly. NABARD will ask for present/past payslips and payment records related to ESI/PF to be submitted along with the monthly bill. In extraordinary case of wages being disbursed in cash, the same may be done in the presence of authorized representative of NABARD as required as under relevant law.

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. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously.

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

22. The Contractor or his authorised representative should visit the site as per requirement and meet NABARD’s Engineer with prior appointment for any clarifications and to receive instructions, etc. at the site.

23. The Contractor’s workmen should report to ACT/ Site supervisor as per timings mentioned in the Price bid/ Bill of Quantities. A register will be kept at site on all the locations showing attendance on day to day basis and which will be countersigned by the security guard on duty the time when contractor’s worker arrives & signs at site. The same shall also be signed by ACT or NABARD Officer & the same or copy shall be presented along with the Contractor’s monthly bill.
24. The workers / staff employed should wear colour code uniforms displaying contractor firm’s name. The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations under this Contract. Any indecent behavior / suspicious activities of the staff employed shall be viewed seriously and a suitable penalty shall be imposed on contractor. The contractor is also required to submit the list of workers with photo ID, educational qualification, address proof, etc. before deputing the workers. An attendance register shall be maintained at site indicating number of persons deployed for the inspection by NABARD officials/representative.

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

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

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

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

(c) The language of arbitration shall be English.

(d) Work under the contract shall be continued by the 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.

27. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
28. The personnel deployed by the Contractor can use the common facilities such as drinking water, toilet, etc. if any, provided at the premises. However, it should be ensured that the same should be kept in hygienic condition.

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

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

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

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

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

(a) in the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank’s satisfaction and/or

(b) the contractor commits a breach of any terms and conditions of this agreement and/or

(c) the contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of contractor and/or

(d) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or

(e) there is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.

34. In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
35. In case the Contractor desires to terminate the Contract, he may do so by giving the Bank a notice period of three months.

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

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

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

39. While submitting the monthly bill for AMC, the contractors have to submit all the required documents / statements as desired by NABARD. Contractor will not link payments to his labours with the settlement of his bill by NABARD.

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

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

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

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

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

Signature of the Tenderer :

Name and Seal :

Place :
Date :

Address :
INSTRUCTIONS for filling the tender

1. All the pages of the Tender Document shall be signed by the Tenderer.

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

3. The Envelope containing Tender / Quotation should be properly sealed, addressed, duly super scribed with name of work should be deposited in the prescribed Tender Box in the Office of the Chief General Manager, Department of Premises, Security and Procurement, National Bank for Agriculture and Rural Development, Plot No.C-24, ‘G’ Block, Bandra-Kurla Complex, Bandra (East), Mumbai : 400 051. The last date of receipt of Tender is on or before **14.00 hours on 08/04/2021** and Technical Bids of Tenders will be opened on the same date i.e. on **15.00 hours on 08.04.2021**. Revision in date and time, if any, would be conveyed.

4. Bids submitted by unauthorised agents and FAX / Telegraphic bids shall not be entertained / considered.

5. Rates should include all items pertaining to the Gardening works, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the NABARD’s Officers/ACTs, the bill will not be accepted.

6. The rate should include the discount (if any) also. There is no question of extra payment above the quoted rate under any circumstance for the tender item. In case of any variation in quantity or value, the same will not be made a matter of dispute by the Bidder / Tenderer.

7. The Contractor shall make necessary arrangement for watch and ward of his materials at his own risk and cost.

8. If last date of receipt of Tender and opening date is any holiday, then submission and opening of Tenders / Quotations shall be shifted to next working day without change of time and venue.

9. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tenders may be rejected without making any reference to the Tenderers.

10. Rates should be filled in the Tender neatly and no overwriting shall be made. Corrections, if any shall be authenticated by subscribing signature of the tenderer. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.

   a) When there is a difference between the rates in figures and in words the rate that corresponds to the amounts worked out by the Contractor shall be taken as correct.
b) When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.

c) When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.

12. No advance shall be paid towards mobilisation and cost of materials.

13. (a) NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the contractor. No compensation shall be admissible for any loss suffered by the Contractor during the execution of the work. It shall be the Contractor's sole responsibility to protect NABARD's staff and his employees against accidents from any cause and he shall indemnify NABARD against any claims for damage on account of injury to person or property, resulting from any such accidents with necessary Insurance cover.

(b) 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 take necessary Insurance cover at his cost for his persons employed at site. The contractor should arrange to obtain necessary insurance cover (Workmen compensation policy and Contractors All Risk Policy) for the work at his cost and should be responsible for the safety of persons, employed by him. The Contractor shall be fully responsible and shall compensate NABARD with suitable Insurance cover in the event of any damage to men or material, injury/damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and/or his employees or workmen. The insurance policy may be obtained in the joint name of NABARD (to be appeared first) and the contractors respectively for the insured amount to the amount of at least 1.25 times of the tender amount and the original Insurance policy may be deposited in NABARD. In case, no insurance policy furnished before commencement of the work, NABARD will take the policy on behalf of the contractor and recover the amount of premium, interest on premium etc. from them. The decision of NABARD in this regard shall be final and binding. The insurance policy shall be work and site specific.

c) Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.

14. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force. The contractor undertakes from the date of allotment of tender, at all times and from time to time to remain solely responsible to defend NABARD and to hold and keep NABARD and its officers harmless and indemnified against all actions, costs, expenses, damages, claims, suits or demands, or any loss or liabilities of whatsoever nature arising directly or indirectly and also for and against all or any action whether by way of labour or legal proceedings or otherwise which may be brought against the NABARD by any of the person employed by contractor or any other authority, arising out of execution of the contract including claims for all damages, costs, charges, expenses which NABARD may incur in respect thereof.
15. The Contractor shall monitor the on-going works or satisfactory completion of works or redressal of complaints through his staff.

Notwithstanding anything stated above, NABARD reserves the right to assess the Tenderer's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.

16. The decision of NABARD in awarding the work shall be final.

17. NABARD reserves the right to accept / negotiate / reject any Tender either in whole or in part without assigning any reasons therefor whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and undisputable.

18. NABARD also reserves the right of supersession of any of the conditions stipulated in the Tender Document.

DECLARATION BY THE CONTRACTOR

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

Place :
Date
Address :

(Signature of the Tenderer)
Name and Seal :
National Bank for Agriculture and Rural Development

Annual Maintenance Contract for Gardening Works for a contract period from
01.07.2021 to 31.03.2022

SCOPE OF WORKS

Scope of Gardening works:
The following works are to be done under AMC for the captioned work by deploying
experienced gardeners:

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

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

3. Spreading of earth, manure / compost, sludge etc. to the required thickness 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.

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

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

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

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

8. Maintaining the existing garden and plants condition to the satisfaction level of Bank, if
necessary, by planting additional seasonal plants, perennial flowering plants, grass, etc.
with proper soil preparation and application of manures etc. from time to time as required
or as desired by NABARD.

9. Pruning the branches/ parts of all types of live trees and plants from the entire colony as
and when necessary and as desired by NABARD and taking away those out of the
colony. Necessary permission, if required from Municipal authorities shall be obtained
by the contractor before commencing such works.

10. Uprooting and cutting the dead trees, plants, unwanted shrubs from the entire colony
and taking those away from the colony from time to time as and when necessary or as
required or as desired by NABARD. The payment per truck for the same shall be paid extra by the Bank.

11. 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.

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

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

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

15. Regular maintenance of plants in the flower pots including watering daily, manuring, adding extra earth, etc. all complete for healthy growth of plants in the pots. For replacement or damaged/broken pots and plants, 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 extra payment will be made to the contractor.

16. Any work (as described above) not done properly shall be redone to the satisfaction of NABARD, for which no extra payment is admissible.

17. In case of failure to complete a job within specified time, the same may be got executed through another agency at the contractor's risk and cost without giving further notice.

18. All the rubbish, debris, unusable materials, dead tree trunks, plants etc. removed from inside the colony should be disposed 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 deposited with NABARD. The contractor shall indemnify the municipal/statutory authority of any responsibility on this account. The contractor shall make all the coordination with the BMC.

19. Separate payment shall be made for removal of the plant debris.

20. The leaves and other vegetation shall be chopped into pieces for feeding the same into organic waste convertors / tumbler composters, etc.

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

22. 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.

23. Gardeners will cooperate with compost plant operators as desired by the Bank.
Important instructions:

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

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

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

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

Special Instructions for all Gardening works.

i. 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.

ii. The manpower provided by you shall be available from 09.00 Hrs. to 17.00 Hrs. The deployment of manpower may be flexible and could be changed depending upon the work.

iii. 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.

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

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

2. 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.

3. 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.

4. 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.
SPECIAL CONDITIONS OF THE CONTRACT

1. The appointed contractor is required to generate End of the Day (EoD) reports on status of works, labour deployed, etc. to the concerned officer of the Bank.

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

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

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

4. The minimum nos. of labour and their duty hours and details of working days are mentioned in the respective Bill of Quantities. The same should be strictly followed.

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

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

   **For absent individual staff:**

   For an individual labour, if absence is more than 20% in a month, excluding weekly offs, (i.e. > 6 days for 30 days in a month as standard), Penalty@150% i.e. 1.5 times deduction on prorata basis for entire period of absence including 6 days of absence.

   **Additional Penalty:** If the contractor continues to fail to engage sufficient workers and does not show sufficient progress in attending to the works, NABARD may, after issuing written notices, levy additional penalty at its discretion, which will be recovered from the Contractor’s bill.

7. In case of emergency work, no extra payment for working in odd hour will be made.

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

9. **In case the Contractor is asked to remove** the garbage that has been collected on account of other activities not belonging to contractor, the removal charges shall be paid separately.

10. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.
Declaration by the Contractor

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

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

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

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

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

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

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

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

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

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

**Declaration by the Contractor**

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

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

<table>
<thead>
<tr>
<th>Area /location</th>
<th>Labour</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nabard Head Office, BKC</td>
<td>1(Supervisor) + 4(Gardener)</td>
<td>Supervisor will be <strong>skilled</strong> and Gardeners are under <strong>Semi-skilled</strong> category as per GoI guidelines</td>
</tr>
<tr>
<td>NABARD House, BKC (20 flats)</td>
<td>1(Gardener)</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>6</strong></td>
<td></td>
</tr>
</tbody>
</table>
## Annexure II

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Details</th>
<th>Skilled/Semi-skilled</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Minimum wages (as per Central Govt. or Maharashtra State Govt. whichever is higher) inclusive of Special Allowance / VDA.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>EPF (Employer portion)</td>
<td>..... % of A</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>ESI Contribution</td>
<td>..... % of A</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Bonus</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Others (to be specified - viz. reliever charges, uniform, insurance, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Add Contractors Profit, Overheads and eligible material cost for consumables</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>GST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>K</td>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Draft ARTICLES OF AGREEMENT**

On Non-judicial stamp paper

**ARTICLES OF AGREEMENT**

made this ...... day of ..........2021 between the National Bank for Agriculture and Rural Development (hereinafter called “the Employer”) of the one part and (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous of getting executed ‘Annual Maintenance Contracts for Pest Control Treatment at Bank’s Head Office Building and Residential Colonies in Mumbai for the period 01.07.2021 to 31.03.2022:

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as “the said contract amount”).

Now it is hereby agreed as follows:-

1. In consideration hereinafter mentioned, the Contractor will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.

<table>
<thead>
<tr>
<th>करार के अनुच्छेदों का प्रारूप</th>
<th>ARTICLES OF AGREEMENT made this ...... day of ..........2021 between the National Bank for Agriculture and Rural Development (hereinafter called “the Employer”) of the one part and (hereinafter called “the Contractor”) of the other part.</th>
</tr>
</thead>
<tbody>
<tr>
<td>तथा यतः; ठेकेदार मुंबई में दी गई शर्तों और इस करार में आगे दिए जा रही शर्तों (इन सभी को इसके पश्चात &quot;उक्त शर्तों&quot; कहा जाएगा) के अधीन उक्त तकनीकी विनिर्देशनों, और मुंबई बिड में शामिल संबंधित दर्जे इसमें आगे निर्दिष्ट की जाने वाली राशि अथवा कोई अन्य देय राशि (इस राशि को इसके पश्चात &quot;उक्त ठेका राशि&quot; कहा जाएगा) पर उक्त कार्यों को निष्पादित करना स्वीकार करता है.</td>
<td>WHEREAS the Employer is desirous of getting executed ‘Annual Maintenance Contracts for Pest Control Treatment at Bank’s Head Office Building and Residential Colonies in Mumbai for the period 01.07.2021 to 31.03.2022:</td>
</tr>
<tr>
<td>अब एतद्द्वारा निम्नानुसार स्वीकार किया जाता है :-</td>
<td>AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as “the said contract amount”).</td>
</tr>
<tr>
<td>1. इसमें आगे उल्लेख किए जाने वाले प्रतिफल पर ठेकेदार, अनुबंध में दी जा रही शर्तों के अधीन कार्य करेगा और संविदा में दर्जे गए, मान्यताओं की अनुसूची और उक्त शर्तों में वर्णित अथवा निर्दिष्ट कार्यों को पूरा करेगा.</td>
<td>1. In consideration hereinafter mentioned, the Contractor will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.</td>
</tr>
<tr>
<td>2. नियोक्ता ठेकेदार को उक्त निविदा राशि अथवा समय-समय पर देने वाली राशि का उक्त शर्त में विनिर्दिष्ट तरीके से भुगतान करेगा.</td>
<td>2. The Employer shall pay the Contractor the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>3. उक्त शर्तों और उनके साथ के अनुबंधों तथा इसके साथ लगे निविदा दस्तावेजों / कार्य आदेश को इस करार के ही एक भाग के रूप में पढ़ा जाएगा और उसका अर्थ भी उसी प्रकार निकाला जाएगा तथा दोनों पक्ष उक्त शर्तों को सत्संमान पालन करेंगे और तथा उक्त कागजों और इसके साथ लगे दस्तावेज़ों को स्वीकार करेंगे और उनके अनुसार अपनी-अपनी ओर से इस करार का निष्पादन करेंगे.</td>
<td>3. The said Conditions and Appendix thereto and the Tender documents / Work Order attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.</td>
</tr>
<tr>
<td>4. यह करार और इसमें उल्लिखित निविदा दस्तावेज़ों / कार्य आदेश इस संविदा का आधार बनेंगे.</td>
<td>4. This Agreement and Tender Documents / Work Order mentioned herein shall form the basis of this contract.</td>
</tr>
<tr>
<td>5. यह संविदा पूरे कार्य हेतु मदद दर संविदा है जिसके अंतर्गत दरों की अनुसूची में दी गई दर पर अथवा उक्त शर्तों में दिए गए प्रावधानों के अनुसार कार्य स्थल पर आवश्यक इंस्टैलेशन करने पर भुगतान किया जाता है.</td>
<td>5. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.</td>
</tr>
<tr>
<td>6. ठेकेदार नियोक्ता द्वारा नियुक्त अन्य ठेकेदारों के समूह कार्य में सहयोग प्रदान करेगा तथा ऐसे कार्य समाप्त होने के पश्चात् दीवारों, फर्शों इत्यादि को हुई किसी भी हानि को ठीक करेगा.</td>
<td>6. The Contractor shall afford every reasonable facility for carrying out of all works of other Contractors employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.</td>
</tr>
<tr>
<td>7. इस संविदा पर किसी प्रतिकूल प्रभाव डालने नया कार्य जोड़कर अथवा कार्य की कोई मदद हटाकर अथवा इसी कार्य के भागों में करवाने द्वारा इस कार्य की प्रक्रिया को बदलने का अधिकार नियोक्ता अपने पास सुरक्षित रखेगा.</td>
<td>7. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.</td>
</tr>
</tbody>
</table>
| 8. समय इस संविदा का सर्वोत्तम महत्वपूर्ण तत्त्व होगा, तथा ठेकेदार पहले यह स्वीकार करता है कि वह कार्यपरीक्षा मिलने के दस्तावेज दिन के भीतर उक्त शर्तों में दिए गए अनुसार कार्य/ काम शुरू कर देगा और कार्यपरीक्षा प्राप्त किए जाने की तारीख से गाना करते हुए समय को बढ़ाए जाने का प्रावधान होते हुए भी नीचे विनिर्दिष्ट समय सीमा के भीतर पूरा कार्य खत्म कर देगा. | 8. Time shall be considered as the essence of this contract, and the Contractor hereby agrees to commence the work/job within the tenth day of receipt of the work order as provided for in the said conditions and to complete the entire work within the time period prescribed below reckoned from the date of receipt of such work order subject nevertheless to the provision for extension of
9. All payments by the Employer under this contract will be made only at Mumbai.

10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have the jurisdiction to determine the same to the exclusion of all other courts.

11. That the several parts of this contract have been read by the Contractor and fully understood by the Contractor.

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

<table>
<thead>
<tr>
<th>हस्ताक्षर खंड</th>
<th>Signature Clause</th>
</tr>
</thead>
<tbody>
<tr>
<td>नियो क्ता</td>
<td>Employer</td>
</tr>
<tr>
<td>राष्ट्रीय कृषि और ग्रामीण विकास बैंक की ओर से अधिलिखित हस्ताक्षरित और सौंपा गया</td>
<td>SIGNED AND DELIVERED by the National Bank for Agriculture and Rural Development by the hand of</td>
</tr>
<tr>
<td>श्री</td>
<td>Shri</td>
</tr>
<tr>
<td>(नाम व पदनाम)</td>
<td>(Name &amp; Designation)</td>
</tr>
<tr>
<td>उपस्थिति में</td>
<td>In the presence of:</td>
</tr>
<tr>
<td>गवाह सं.1</td>
<td>Witness #1</td>
</tr>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>हस्ताक्षर</td>
<td>Name:</td>
</tr>
<tr>
<td>-----------</td>
<td>-------</td>
</tr>
<tr>
<td>नाम :</td>
<td>Address</td>
</tr>
<tr>
<td>पता :</td>
<td>Witness #2</td>
</tr>
<tr>
<td>गवाह सं.2</td>
<td>Signature:</td>
</tr>
<tr>
<td>हस्ताक्षर :</td>
<td>Name:</td>
</tr>
<tr>
<td>नाम :</td>
<td>Address</td>
</tr>
<tr>
<td>पता :</td>
<td></td>
</tr>
<tr>
<td>ठेकेदार</td>
<td>Contractor</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>SIGNED AND DELIVERED by the</td>
<td></td>
</tr>
</tbody>
</table>
| ..... की ओर से अधोलिखित के हाथों हस्ताक्षरित | ...
| और सौंप गया | by the hand of |
| श्री | Shri |
| (नाम व पदनाम) | (Name & Designation) |
| गवाह सं.1 | Witness #1 |
| हस्ताक्षर : | Signature: |
| नाम : | Name: |
| पता : | Address |
| गवाह सं.2 | Witness #2 |
| हस्ताक्षर : | Signature: |
| नाम : | Name: |
| पता : | Address |
PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs.200 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

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

And

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

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).

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)

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

a. The Bidder(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) 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) will not commit any offence under the relevant IPC/PC Act; further the Bidder(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) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

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

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

If the Bidder(s), 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) from the tender process.

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

Section 6 – Equal treatment of all Bidders
(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)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or are 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: Shri Pramod Kumar Sangewar (IRSS) (Retd), H.No. 12-5-65/1, Flat No. 109, Sri Harsha Sethuram Unique, Vijayapuri Colony, South Lalaguda, Secunderabad 500017, Telengana.

(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 as confidential. He/she reports to the Chairman, NABARD.

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

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

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

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

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

(9) The word ‘Monitor’ would include both singular and plural. Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

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

(For & On behalf of the Principal) (Office Seal)  (For & on behalf of the Bidder) (Office Seal)

Place

Date

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)
Annual Maintenance Contract for Gardening services at
NABARD Head Office Building in BKC, Bandra (E), Mumbai
And
NABARD HOUSE, BKC, Bandra (E), Mumbai
National Bank for Agriculture and Rural Development

Annual Maintenance Contract for Gardening services at NABARD’s Head Office Building in BKC, Bandra (E), Mumbai and NABARD House, BKC, Bandra (E), Mumbai

PREAMBLE

BILL OF QUANTITIES

(A) Description of Property: NABARD Head Office: Having building of G+ 8 floors and two basements in BKC and common areas.

The total area of the garden and lawns is spread over the areas as given below:

The details of the approximate area and relative location of garden is as under:

   a) Garden area in front of office building : 4300 Sq. Ft
   b) Garden area along left side of the building : 7000 Sq. Ft
   c) Garden area along right side of the building: 2500 Sq. Ft.
   d) Garden area outside NABARD’s Head Office building along the boundary wall, Traffic median (Opp. Office building) & Island : 7400 Sq. Ft.

(B) Description of Property : NABARD House (Senior Officers Flats) : 3 BHK- 13 flats and 3BHK with study room- 07 flats in BKC and common areas

   a) Garden area in front of building : 3800 Sq. Ft (approximately)

The minor increase and decrease in the area of lawns/gardens may take place during the year and no extra payment and deduction will be made in this regard. There are around 20 plant pots and also to be maintained and no extra payment and deduction will be made, if there is minor increase/decrease in the no. of pots.

The contract will be valid from 01.07.2021 to 31.03.2022 which may be renewed, if services are found satisfactory for a period of two years, one year at a time. 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.

Kindly note that rates are to be quoted for a month as indicated in BoQ.

The rates to be quoted as per the details given in Annexure II.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of work</th>
<th>Rate/month (Rs.)</th>
<th>Total amount for 1 year</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td><strong>For Garden maintenance works (work through skilled &amp; experienced gardeners)</strong> as per scope of works for satisfactory upkeep and maintenance of the gardens. The rate includes keeping minimum of experienced Gardeners as specified below at site from 9:00 am to 6:00 pm with all necessary tools and plants, flexible watering pipe etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1)</td>
<td>i) For Head Office -01 Supervisor having diploma or above certification in Horticulture/landscaping etc.</td>
<td></td>
<td>Rate x 1 x 12</td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Description of work</td>
<td>Rate/month (Rs.)</td>
<td>Total amount for 1 year</td>
</tr>
<tr>
<td>--------</td>
<td>-------------------------------------</td>
<td>------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>(1-i)</td>
<td>For Head Office -04 Gardener</td>
<td>Rate x 4 x 12</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rate in words</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1)</td>
<td>ii) For NABARD House -01 Gardener</td>
<td>Rate x 1 x 12</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rate in words</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total amount for one year: 1 (i) + 1 (ii)

Total in words -

Note:

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

2. Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required.

3. Rates should include all Taxes, Duties, Octroi, Levies, GST, etc., in accordance with various statutory enactments and should be firm for the entire Contract Period. No increase in rates will be allowed during the entire Contract Period on this account, even in the extended periods of the contracts. 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.

4. Contractor has to quote for all the items of BOQ. Incomplete BOQ will not be considered.

5. 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.

6. Before deployment of staff, their bio-data/competence shall be verified by the Bank’s Officer/designated official in the beginning of AMC as well as changing the staff/labour.

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

8. The contractor has to give satisfactory services for all works of AMC and bank reserves the right to remove/delete any particular work from the awarded AMC.

9. The contractor has to submit one monthly/quarterly bill, as the case may be.

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

11. The working hours as mentioned in price bid includes one hour lunch break. For prorata deduction, the total no. of days in a month will be taken as 30 days.

Accepted all terms & conditions of price bid
Place : 
Date : (Signature of the Tenderer)
Address : Name and seal
## Annexure II

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Details</th>
<th>Unskilled</th>
<th>Skilled</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Minimum wages (as per Central Govt. or Maharashtra State Govt. whichever is higher) inclusive of Special Allowance / VDA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>EPF (Employer portion)</td>
<td>..... % of A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>ESI Contribution</td>
<td>..... % of A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Bonus</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Others (to be specified - viz. reliever charges, uniform, insurance, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Sub Total

| F      | Add Contractors Profit, Overheads and eligible material cost for consumables |         |

### Total

| G      | GST                                                                       |         |

| K      | Grand Total                                                               |         |