



**NABARD Uttar Pradesh Regional Office**

**11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh -226010**

**Email: [dpsp.lucknow@nabard.org](mailto:dpsp.lucknow@nabard.org)**

National Bank for Agriculture and Rural Development (NABARD) invites sealed offers / tenders for **Annual Maintenance Contract for Horticulture and Gardening Services** in its office premises and Staff Quarters at La Place and Vacant Plot at Indira Nagar of Uttar Pradesh Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow- 226010 for the period from 01.12.2021 to 31.03.2024 (subject to annual review of quality of services and if found satisfactory). **Firms Empanelled with NABARD UP RO under Category III, IV and V of Horticulture and Gardening Services** may log on to the website of NABARD *i.e.* [www.nabard.org](http://www.nabard.org) or to the Central Public Procurement Portal *i.e.* <https://eprocure.gov.in> to download the Tender Document for submitting the same duly filled by **10 November 2021**.

Date of issue of tender document	20.10.2021
Date and time of pre bid meeting	03.11.2021 at 15.00 hrs
Due date and time for submission of tender documents	10.11.2021 15:00 hrs
Date and time of opening of bids	10.11.2021 15:30 hrs
RMD	5% of final quoted amount shall have to be deposited with NABARD, till the Defect Liability Period of 1 year from day of the completion of the contract period.

Sign and seal of tenderer

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Sign and seal of tenderer

NOTICE INVITING TENDER from the Firms/Vendors **Empanelled with NABARD UP RO under Category III, IV and V of Horticulture and Gardening Services** for Annual Maintenance Contract for Horticulture and Gardening at Office Premises and Staff Quarters at La Place and Vacant Plot at Indira Nagar of NABARD Uttar Pradesh Regional Office, 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh -226010

1. NABARD invites sealed tenders from Vendor / Service Providers of repute & experience and Empanelled with NABARD UP RO under Category III, IV and V of Horticulture and Gardening Services to provide Horticulture and Gardening Services at office premises and Staff Quarters at La Place and Vacant Plot at Indira Nagar of NABARD Uttar Pradesh Regional Office located in its Premises at 11, Vipin Khand, Gomti Nagar, Lucknow- 226010.
2. The contract shall be initially upto 31.03.2024 would be renewable for a longer period at the discretion of NABARD. However, continuance of contract will be subject to Performance Review done on an annual basis by appropriate authority/committee of NABARD during the agreement period.
3. Interested Vendor / Service Providers may download the tender document from any one of these following options - NABARD's website [www.nabard.org](http://www.nabard.org), Central Public Procurement Portal <https://eprocure.gov.in>
4. It may be noted that the tendering will be a **single bid** system. The vendors/services providers are required to submit their bids, containing both technical aspects and the item wise price along with Integrity Pact (IP) (to be executed on non-judicial stamp paper of Rs. 200/- as per format given duly signed and stamped by the bidder). Tenders submitted without IP will summarily be rejected and their subsequent envelopes will not be opened. The bid along with all annexures attachments, documents etc will be put in a single envelope with superscription "OFFER FOR HORTICULTURE AND GARDENING AT NABARD OFFICE PREMISES AND STAFF QUARTERS AT LA PLACE" on it.
5. MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organisations or empanelled with NABARD itself are exempt from submitting the EMD, a copy of the registration certificate needs to be submitted with Bid.
6. Further, it may be noted that those Vendor / Service Providers / firms of NABARD UP RO, whose technical bid will be found suitable, as per our prequalification criteria, which are given in Annexure I will only be identified for further tendering process.
7. The likely annual payment for all services together, to be worked out as per the quotes by the vendors, will form the basis for selection of the Vendor.

8. The successful tenderer will be required to submit @2% of the accepted value of tender (total value of the contract for one year), as initial security deposit (ISD) within 15 days of award of work and shall be refunded after One year from the expiry of the satisfactory AMC period and will not bear any interest. The Earnest Money Deposit (EMD) of the successful tenderer shall be adjusted towards initial Security Deposit.
9. Retention Money Deposit (RMD) at the rate of 5% will be recovered from each on-account bill till the total recovery amount of 5% of accepted value of the tender. While determining the RMD, the EMD/ISD already with the Bank shall be taken into account. The EMD/ISD together with RMD will constitute Security Deposit. The RMD will be released after completion of Defect Liability Period of One Year and will not bear any interest. The Security Deposit will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work/service.
10. The Pre-qualification criteria, format of “Technical Bid”, Scope of Work, Terms and Conditions, Pre-Contract Integrity Pact and format of “Price Bid” and are enclosed with this tender document.
11. NABARD reserves the right to accept or reject any or all offers without assigning any reasons whatsoever and its decision shall be final and binding to all.

**Address for Communication**

The Chief General Manager

National bank for Agriculture and Rural Development (NABARD)

Uttar Pradesh Regional Office

11, Vipin Khand , Gomti Nagar,

Lucknow- 226010

Sd/-

(Padmini Srivastava)

Dy. General Manager

नाबार्ड उत्तर प्रदेश क्षेत्रीय कार्यालय, 11, विपिन खंड, गोमती नगर, लखनऊ, उत्तर प्रदेश-226010 के कार्यालय परिसर एवं ला प्लाज़ में स्थित स्टाफ क्वार्टर्स एवं इन्दिरा नगर में स्थित खाली भूखंड में हॉर्टिकल्चर एवं गार्डनिंग कार्य हेतु नाबार्ड उत्तर प्रदेश क्षेत्रीय कार्यालय पैनल के श्रेणी III, IV and V में शामिल वेंडरों/सेवा प्रदाताओं से निविदा आमंत्रण सूचना

1. नाबार्ड 11, विपिन खंड, गोमती नगर, लखनऊ, उत्तर प्रदेश 226010 में स्थित अपने क्षेत्रीय कार्यालय के परिसर एवं स्टाफ क्वार्टर्स एवं इन्दिरा नगर में स्थित खाली भूखंड में हॉर्टिकल्चर एवं गार्डनिंग कार्य के वार्षिक रखरखाव हेतु नाबार्ड उत्तर प्रदेश क्षेत्रीय कार्यालय पैनल के श्रेणी III, IV and V में शामिल वेंडरों/सेवा प्रदाताओं से मुहरबंद निविदाएँ आमंत्रित करता है।

2. संविदा प्रारंभ में 31-03-2024 तक रहेगी और नाबार्ड अपने विवेक के अनुसार इसका दीर्घावधि के लिए नवीकरण कर सकता है। तथापि, संविदा को जारी रखना करार अवधि के दौरान नाबार्ड के उपयुक्त प्राधिकारी/समिति द्वारा वार्षिक आधार पर की जाने वाली कार्य निष्पादन समीक्षा के अधीन होगा।

3. इच्छुक वेंडर /सेवा प्रदाता निविदा दस्तावेज को निम्नलिखित किसी भी विकल्प से डाउनलोड कर सकते हैं - नाबार्ड का वेबसाइट [www.nabard.org](http://www.nabard.org) /केंद्रीय सार्वजनिक अधिप्राप्ति पोर्टल <https://eprocure.gov.in>

4. यह ध्यान दिया जाए कि निविदा एकल बोली प्रणाली में होगी। विक्रेताओं/सेवा प्रदाताओं को अपनी बोलियां प्रस्तुत करनी होंगी, जिनमें तकनीकी पहलू और मदवार मूल्य दोनों का उल्लेख किया जाना चाहिए। इसके साथ साथ अखंडता समझौते का निष्पादन दिए गए फॉर्मेट के अनुसार बिडर द्वारा विधिवत हस्ताक्षरित और स्टांपित रु.200/- के गैर-न्यायिक स्टांप पेपर पर होगा। अखंडता समझौते के बिना प्रस्तुत की गई निविदाओं को फौरन ही अस्वीकृत किया जाएगा। बोली को उसके सभी अनुबंधों, संलग्नको, दस्तावेजों सहित एक लिफाफे में रखना चाहिए। लिफाफे के ऊपर उपर्युक्तानुसार "नाबार्ड, उत्तर प्रदेश क्षेत्रीय कार्यालय के कार्यालय परिसर एवं ला प्लाज़ में स्थित स्टाफ क्वार्टर्स एवं इन्दिरा नगर में स्थित खाली भूखंड में हॉर्टिकल्चर एवं गार्डनिंग सेवाओं के लिए निविदा" लिखा जाना चाहिए।

5.भारत सरकार द्वारा जारी एमएसई अधिप्राप्ति नीति में यथापरिभाषित एमएसई या केंद्रीय अधिप्राप्ति संगठनों के साथ पंजीकृत बोलीकर्ताओं या स्वयं नाबार्ड के पैनल में सम्मिलित बोलीकर्ताओं को EMD जमा करने से छूट दी जाती है। इस संबंध में आवश्यक पंजीकरण प्रमाण पत्र की प्रति बोली के साथ संलग्न की जानी चाहिए।

6. नाबार्ड कार्यालय परिसर एवं ला प्लाज़ में स्थित स्टाफ क्वार्टर्स एवं इन्दिरा नगर में स्थित खाली भूखंड में हॉर्टिकल्चर एवं गार्डनिंगसेवाएँ प्रदान करने के लिए उन्ही फेरों/वेंडरों/सेवा प्रदाताओं को आगे की निविदा प्रक्रिया हेतु चयन किया जाएगा जिनकी तकनीकी बोली अनुबंध 1 में निर्दिष्ट पूर्व अर्हता मानदंडों के अनुसार उपयुक्त पाई जाएगी।

7. सभी सेवाओं को मिलाकर लगभग वार्षिक भुगतान को वेंडरों द्वारा दी गई बोली के अनुसार गणना की जाएगी और यह वेंडर के चयन के लिए आधार बनेगा

8. सफल निविदाकर्ता को निविदा के स्वीकृत मूल्य (करार के एक वर्ष के कुल मूल्य) के 2% बराबर राशि प्रारम्भिक सिक्यूरिटी जमा (आईएसडी) के रूप में टेंडर देने के 15 दिनों के भीतर जमा करना आवश्यक होगा और एएमसी अवधि की संतोषजनक समाप्ती के एक वर्ष के बाद इसे वापस कर दिया जाएगा और इस पर कोई ब्याज नहीं दिया जाएगा। सफल निविदाकर्ता की बयाना जमाराशि (ईएमडी) को प्रारम्भिक सिक्यूरिटी जमा (आईएसडी) में संयोजित किया जाएगा

9. प्रत्येक ऑन अकाउंट बिल से 5% की दर से रिटेन्शन मनी डिपॉजिट (RMD) वसूल की जाएगी, जब तक की टेंडर के स्वीकृत मूल्य के 5% के बराबर राशि वसूल हो जाये। आरएमडी का निर्धारण करते समय, बैंक के पास पहले से मौजूद ईएमडी/आईएसडी को भी ध्यान में रखा जाएगा। आरएमडी और ईएमडी/आईएसडी सब सिक्यूरिटी जमा का हिस्सा होंगे। आरएमडी/ईएमडी/आईएसडी को एएमसी अवधि की संतोषजनक समाप्ती से एक वर्ष की दोष दायित्व अवधि के बाद जारी किया जाएगा और इस पर कोई ब्याज देय नहीं होगा। यदि ठेकदार अनुबंध के किसी भी नियम और शर्त का उल्लंघन करता है या काम/सेवा को पूरा करने में विफल रहता है तो सिक्यूरिटी डिपॉजिट जब्त करने के लिए उत्तरदायी होगा।

10. अर्हता-पूर्व मानदंड, "तकनीकी बोली" का फॉर्मेट, काम का दायरा, नियम व शर्तें, संविदा पूर्व इंटीग्रिटी पैक्ट और "मूल्य बोली" का फॉर्मेट इस निविदा दस्तावेज के साथ संलग्न है।

11. किसी भी या सभी बोलियों को बिना कोई कारण बताए स्वीकृत/अ स्वीकृत करने के लिए नाबार्ड के पास अधिकार सुरक्षित रहेगा और नाबार्ड का निर्णय अंतिम तथा सर्वमान्य होगा ।

संपर्क के लिए पता

मुख्य महाप्रबंधक  
राष्ट्रीय कृषि और ग्रामीण विकास बैंक  
उत्तर प्रदेश क्षेत्रीय कार्यालय  
11, विपिन खंड, गोमती नगर  
लखनऊ-226010

हस्ता./-

(पद्मिनी श्रीवास्तव)

उप महाप्रबंधक

## Annexure- I

### PRE-QUALIFICATION CRITERIA

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

(1.1) Minimum 7 years' experience (as on 31.03.2021) in the field of Horticulture and Gardening Contracts, which include all the activities as listed in scope of work and should have at least one of the qualifying works carried out for Public Sector Undertakings (PSUs)/Banks/Govt. Office.

(1.2) The bidders should have carried out similar works during last 7 years (ending 31.03.2021) with annual contract value (costing individually) not less than the amount as given in following table:

SN	Experience Criteria	(Rs. Lakh)
1	1 similar work during last 7 years (ending 31.03.2021) with annual contract value (costing individually) not less than Rs. >>>>	4.80 Lakh
	OR	OR
2	2 similar works during last 7 years (ending 31.03.2021) with annual contract value (costing individually) not less than Rs. >>>>	3.00 lakh
	OR	OR
3	3 similar works during last 7 years (ending 31.03.2021) with annual contract value (costing individually) not less than Rs. >>>>	2.40 Lakh
<b>Note 1:</b> 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 31.03.2021.		
<b>Note 2:</b> Similar works mean those works as indicated in scope of work in Annexure III		

**2. The tenderers should have Annual Turnover as given in the following table during the last three years ending 31 March 2021 supported with audited balance sheet / profit & loss statement or a registered Chartered Accountant certified statement of accounts.**

S.N	Turn over Criteria	(Rs. Lakh)
1	Annual Turnover during last three years ending 31.03.2021 should be	Rs. 1.80 lakh

3. The tenderer should have their own office within the city / suburban areas of Lucknow
4. If the contractor belongs to other city, a detailed write up on execution arrangements shall be submitted by the tenderer.
5. Tender shall be accompanied by a copy of each of the documents like,
  - Proprietorship Firm/Partnership Firm/Company Registration Certificate

- MSME Registration Certificate
  - Registration under Contract Labour Act/Labour Department
  - Articles of Association/Memorandum of Association/ partnership deed/ any other relevant document showing composition of the firm
  - List of eligible work executed during last seven years
  - PAN
  - GSTN Registration
  - Employee State Insurance Act registration
  - PF registration,
  - Particulars of bankers & Bank account details.
  - Details of work experience shall be supported by work orders and corresponding completion certificates.
  - 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.
  - Details of works on hand
  - Audited final accounts of the business of the contractor for last 3 years 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.
6. The tenderers should have applicable Tax registrations (PAN, GSTN TIN, TAN, etc.) and also registration with Labour Department, Provident Fund, ESIC, etc., supported with documentary evidence and licenses, permissions, approvals issued by Labour enforcement and other statutory authorities, wherever applicable.
  7. Tenderers should have a current bank account with a scheduled commercial bank.
  8. 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.
  9. Intending applicants are required to furnish details about their firm/organization, experience, competence, etc.
  10. The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.
  11. If the space in the application form is insufficient for furnishing full details, such information should be supplied on a separate sheet duly signed by competent authority
  12. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies.
  13. The firms which do not fulfil prequalification criteria shall not be considered for selection and award of work.
  14. The staff deployed by the firm at site should have adequate experience and knowledge in their respective works.



## **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 submitted in the Office of the Chief General Manager/Officer in Charge, National Bank for Agriculture and Rural Development, Uttar Pradesh Regional Office, , 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh -226010. The last date of receipt of Tender is on or before **15.00 hours on 10.11.2021 and Bids will be opened at 15:30 hours on 10.11.2021**. 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 Horticulture and Gardening works as mentioned in the tender and unless the same is done to the satisfaction of the NABARD's Engineer/ACTs, the bill will not be accepted.
6. 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.
7. 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.
  - 7.1 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.
  - 7.2 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.

### **DECLARATION BY THE CONTRACTOR**

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

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

Seal :

## Annexure- II

### FORMAT OF TECHNICAL BID

( A ) Name of the firm and Composition of the Firm	
(Full particulars (whether the Tenderer is an individual /Proprietorship Firm 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/Registration and Act under which registered	
(B) Work Experience  (Details of work experience 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 / 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 & Turnover 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 Turnover for the last three years ending 31.03.2021.)	
(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) 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.)	
(H) Whether registered with the Registrar of companies/ Registrar of firms. If so, mention number and date and attach a copy of registration	
(I) Details of Registration with Provident Fund, Labour Authorities, ESIC, if any.	
(J) Whether registered for GSTN/ service tax purposes. <b>If so, Also furnish relevant copies.</b>	
(K) 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.	
(L) MSME Registration Certificate, if applicable	

### 1. Details of Key Administrative Personnel

Sl.No	Name	Designation	Qualification	Professional Experience	No. of years associated with the firm

**PREVIOUS EXPERIENCE**

**i)** List of important works executed by the firm during last 7 years with experience in executing works of similar nature i.e. annual maintenance contract of Horticulture and Gardening. Please arrange to provide value of job, approximate area of each contract where Horticulture and Gardening work was/ is being undertaken and the year of AMC along with copy of work orders, performance certificates / completion certificates.

**Please note that the details furnished should be for Annual Maintenance Contracts of similar nature and not for the installation/construction/project works.**

S. No.	Name of the work And Location	Nature of Work	Name & full postal address of the owner	Contract Amount (Rs)

**ii)** List of important works **on hand** costing Rs. 10.00 lakh and above with experience in executing works of similar work i.e. annual maintenance contract of Horticulture and Gardening

S. No.	Name of the work And Location	Nature of Work	Name & full postal address of the owner	Contract Amount (Rs)

**Experience of Horticulture and Gardening Personnel**

**1.** List of Horticulture and Gardening Personnel, giving details about their academic/technical qualifications, experience, etc. including that in the applicant’s organization. (Please attach extra sheets if required).

S.No.	Name	Age	Qualification	Experience	Nature of works handled	Date from which employed in the organization	Any other relevant information

**2. List of available tools, Equipment.** (Please attach extra sheets if required).

S.No.	Name of tools/ Equipment and Accessories	Total No. of units	No. of units can be spared for NABARD's work
(1)	(2)	(3)	(4)

**3.** Indicate other points, if any, to show applicant's technical and managerial competency to indicate any important point in applicant's favour.

**4.** No. of supplementary sheets attached

**Declaration by the Contractor**

We / I have read and understood the Scope of Work and special terms and conditions for the Horticulture and Gardening AMC works in the entire premises of NABARD UP RO as indicated in NIT 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) / Authorised person on behalf of the firm/organisation/vendor (Authorization letter/power of attorney to be enclosed, in case authorised person is signing the document)

Address

Name and Seal:

**Signature of the Tenderer with seal & date**

**CHECK-LIST FOR TECHNICAL BID**

<b>Sr. No.</b>	<b>Documents asked for</b>	<b>Whether Placed or Not</b>
1.	A) Bid Security of Rs. (Rupees in words) in the form of e-payment	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, Designation, address and office telephone numbers. If the bidder is a company/ partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
3.	Undertaking on own Letter-Head as per format prescribed	
4.	Self-attested copy of the PAN card with copy of cancelled cheque for KYC compliance.	
5.	Self-attested copy of GSTIN Registration	
6.	Self-attested copy of valid Registration number of the Firm /agency.	
7.	Valid Contractor License issued by Government of Uttar Pradesh	
8.	Self-attested copy of valid Employees Provident Fund Registration number.	
9.	Self-attested copy of valid ESI Registration No.	
10.	Self-attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
11.	Proof of experiences of last seven financial years as specified in the NIT along with satisfactory performance certificates from the concerned employers!	
12.	Annual returns of previous three years supported by audited balance sheet for FY 2020-21, 2019-20 and 2018-19. If audited financial statements for FY 2020-21 are not available, then audited financial statements for FY 2017-18 may be submitted along with 2018-19 and 2019-20 statements	
13.	Signed and scanned Copy of Pre Contract Integrity Pact mentioned Appendix-IV on Rs. 200 Stamp Paper. (hard copy to be attached with Technical Bid)	

## ANNEXURE- III

### ***Scope of work***

The successful tenderer shall be looking after and providing services for the annual maintenance contract of Horticulture and Gardening at office premises/staff quarters at La Place/vacant plot of NABARD Uttar Pradesh Regional Office situated at 11, Vipin Khand, Lucknow. The following works are to be done under AMC for the captioned work by deploying experienced gardeners:

- 1. The contractor has to depute 3 gardeners in NABARD UP RO Premises from 9.30am to 5.30 pm on daily basis except Sundays. One of the 3 gardeners would work in LaPlace for 3 hrs on a daily basis except Sundays. One gardener would work at Vacant Plot at Indira Nagar for watering the plants and other required works as per the need/instructions of the ACT/CT of NABARD UP RO.**
2. Provide all the tools, tackles, such as lawn mowers, rollers, sickles, knives, scissors, PVC flexible pipe for watering of required size and length, water jugs for sprinkling water on plants and all other relevant accessories generally required for gardening and horticulture jobs.
3. If contractor fails to provide the necessary tools to the gardeners, Bank will provide the same and the cost will be recovered from the bills of the contractor.
4. Spreading of earth, manure / compost, sludge etc. to the required thickness and levelling and dressing the area as and when necessary or as desired by NABARD, either inside garden area or outside garden area. For bringing the red soil/organic manure by truck/lorry, fertilisers and pesticides such as urea, potash, etc., extra payment will be made by NABARD for a truck load or for specific quantity.
5. Renovating the lawns/gardens including de-weeding, mowing the grass, forking the ground, top dressing with sludge or manure, mixing the same with forked soil, watering, etc. as and when necessary or as desired by NABARD.
6. The plant pots inside the building will have to be replaced with standby pots as per the desired frequency. During this process, the plants, leaves and pots shall be cleaned. Further, the gardeners will also check the stagnant water in planters so as to arrest the mosquito breeding.
- 7. Weekly Polishing of approx. 60 Brass Pots in Premises of NABARD UP RO/ Staff Quarters at Laplace.**
8. 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.
9. Preparation of beds for hedging and shrubbery by proper excavation, breaking clods, mixing with sludge, manure etc. as required or as desired by NABARD.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

17. 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.
18. Any work (as described above) not done properly shall be redone to the satisfaction of NABARD, for which no extra payment is admissible.
19. 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.
20. 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 Lucknow Municipal Corporation
21. The leaves and other vegetation shall be chopped into pieces for feeding the same into organic waste convertors / tumbler composters, etc.
22. The gardeners must report to the Site Supervisor /Caretaker / ACT daily at a time mentioned in BOQ for taking any instructions.
23. Water shall be supplied free of cost by NABARD UPRO at the selected points inside the premises. The Contractor should arrange for sufficient long PVC flexible pipe for watering of required size and length at his cost or have sufficient buckets to carry water from the tap. No additional taping of water shall be permitted.
24. Gardeners will cooperate with compost plant operators as desired by the Bank.
25. In case of emergency work, no extra payment for working in odd hour will be made.
26. 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.
27. The work involves mowing of grass of green lawns twice a month with the help of mechanized lawn mower as well as de-weeding. The lawns shall be thick and cushioning shall be experienced, the appearance should be well green and free from weeds. Mixing neem cake, well decomposed cow dung manure and urea (To be paid separately by NABARD UP RO), on basis of actual requirement.
28. Cutting the grass of rough areas by hand or brush cutter once a month.
29. Watering of lawns from water provided by NABARD UP RO/ Staff Quarters at La Place/Vacant Plot at Indira Nagar. Watering of lawns shall be done every week throughout the year.
30. The work involves day to day watering and de-weeding of various plants like shrubs, hedges, ground covers & grass lines and uprooting of grass/wild growth from all the paver blocks, path ways, open and undeveloped areas.
31. Cleaning/brooming of lawns and removal of dry leaves/other wastes from all the lawns and hedges etc. as complete and as required at site as directed by the NABARD UP RO Officials.
32. Cutting and trimming of existing hedges from both sides and top disposing the waste generated at position indicated by NABARD UP RO
33. Providing new hedges
34. Maintenance of green area including removal of wild growth etc. other than lawn, every month in monsoon season and at an interval of every two months in other seasons in entire NABARD UP RO Staff Quarters at La Place and /Vacant Plot at Indira Nagar (including buildings, structures and roads)
35. Maintenance of Hedge plants measuring along the boundary wall and along the pathways and roads. Cutting and trimming of existing hedges from both sides and top disposing the waste generated at position indicated by NABARD UP RO
36. Regular maintenance of existing flower beds by digging with Khurpi to increase porosity of soil to provide better growth conditions and mixing well decomposed cow dung manure two times in



- a year. Mixing sterameal, flower mix, urea, bone meal, if required for better flowering. (The cost of manure and fertilizers shall be paid separately by NABARD UP RO as the case may be)
37. Maintenance of perennial trees planted in NABARD UP RO/ Staff Quarters at La Place /Vacant Plot at Indira Nagar. This includes watering, cutting, pruning. Planting of new trees as and when decided by NABARD UP RO The cost of the trees shall be borne by NABARD UP RO as the case may be. In the event of non-survival of trees, they will have to be replaced by the contractor undertaking the maintenance work, free of cost. It will be responsibility of the contractor to ensure that the rate of mortality is below 20%. Replaced trees shall carry a defect liability maintenance period of six months from the date of plantation.
  38. Maintenance of Ground cover plants in NABARD UP RO/ Staff Quarters at La Place /Vacant Plot at Indira Nagar. This includes watering, curing, dusting, cutting, to proper shape and taking full measures towards providing a beautiful environment by the literal meaning of the word ground cover. It also includes digging the beds by Khurpi, de-weeding and spreading and mixing of a 3 cm thick layer of well decomposed cow dung manure. (The cost of manure to be paid by NABARD UP RO separately)
  39. Maintenance of creepers, supporting and climbing the creepers in the desired shape, watering, cutting and curling as per routing requirements, regular maintenance of beds or the pits as the case may be. The cost of plants will be borne by NABARD UP RO.
  40. The arrangements and cost for transporting the plants/plantations/pots between premises of NABARD UP RO (between office premises, staff quarters and vacant plot) will be borne by the Contractor.
  41. Preparation of ground for flower beds (approximately 2000-3000 per season), planting material, seeds, etc. watering , pruning, de-weeding, spreading/mixing of cow dung manure and flower mix towards the regular flowering requirements.
  42. Maintenance of Potted plants (approximately 2000) including replacement of mortality and broken pots (cost of which will be borne by NABARD)
  43. Anti-termite treatment of soil as per latest IS specification as and when required. Cost of the material required for anti-termite treatment will be paid by NABARD UP RO
  44. The entire scope of work shall be attended by deploying trained personnel on daily basis from 9:30 AM to 5:30 PM everyday excluding Sunday. They should report daily to NABARD UP RO's Care-Taker at office before taking up their duties and at the close of the day as per the specified timings (at Laplace for 3 hrs on daily basis except Sundays and at Vacant Plot at Indira Nagar for watering the plants and other required works as per the need/instructions of the ACT/CT of NABARD UP RO.
  45. Replacing the dead plants if any, shall be done without any extra cost.
  46. The contractors shall keep all the tools, tackles, hose pipes, etc, on his own. The water sources are provided at the various convenient locations and the contractors shall maintain the desired length of leak proof hose pipe at site for adequate day to day watering. Watering of lawns should invariably be done by portable sprinklers. The contractor should purchase and maintain on site at least 4 sets of sprinkler irrigation system and one set of drip irrigation (for herbal garden). The cost for the same should be included in the contractor's profit.
  47. New plantation to be taken up shall be considered at extra cost with prior approval of the NABARD UP RO
  48. Although the water will be provided by the NABARD UP RO/ Staff Quarters at La Place, indiscriminate use of water shall not be allowed. Water should be used sparingly and carefully and all the efforts should be made by the contractor for water conservation.
  49. Various garden hydrant chambers shall be kept under lock when not in use.
  50. If any changes in the landscape of NABARD UP RO/ Staff Quarters at La Place/Vacant Plot at Indira Nagar are made in future, the maintenance of the same would also be under the scope of the contract.
  51. Contractor shall ensure that a Professionally Qualified and Expert Horticulturalist visits at least once a month at NABARD UP RO/ Staff Quarters at La Place to supervise the Horticulture related activities and to give further suggestions/inputs regarding better maintenance. An annual plan for Horticulture Maintenance broken into quarterly activities would have to be submitted to

NABARD UP RO after execution of the agreement and performance of the contract would be measured there against.

52. The health and growth of the plants shall be the prime concern of the contractor and if the performance is not satisfactory it may lead to commensurate reduction in the monthly charges at the discretion of NABARD UP RO's Officials, as the case may be.
53. NABARD UP RO may increase or decrease the scope of work if need arises in future. This change in scope of work shall be binding on the contractor.
54. Minimum tools and machines required to be provided by the contractor:
55. Lawn Roller-1/2 Ton : 1 nos.  
 (a) Diesel/Power Operated Lawn Mower 18 Blades : 2 nos.  
 (b) Hand operated roller type lawn mower 18 Blades : 2 nos.  
 (c) 200 meters pipe for watering : 5 nos.  
 (d) Spades (Phawra) : 12 nos.  
 (e) Kudal : 2 nos.  
 (f) Khurpi: 12 nos.  
 (g) Pointed Khurpi : 12 nos.  
 (h) Water Sprinkler System for Watering of Lawns: 2 Sets for NABARD UP RO and 2 sets for LAPLACE.

Note:

- a. The area/quantity of lawn, hedges, shrubs, trees, ground cover plants, creepers, potted plants etc. may increase or decrease in future based on change in landscape. No extra payment will be made for the same.
- b. Materials to be purchased and supplied to NABARD UP RO and Staff Quarters at La Place and Vacant Plot at Indira Nagar/Purchase of new plants, sapling, fruit plants, etc. shall be paid as per the actual cost after production of Bill. Generally the material should be purchased from Government Nursery. Bill of private nursery will be entertained only if the material is not available with the government nursery.
- c. In addition to this below mentioned items will be purchased by the contractor and supplied to NABARD UP RO as and when required. The quantity to be supplied will be conveyed to Contractor by NABARD UP RO.
- d. Contractor will be reimbursed the expenses incurred on producing the actual tax invoice of goods purchased. The contractor's profit towards overheads, transportation, replacement cost, care etc. will be the same as percentage of the contract value quoted by him/her in the financial bid.

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

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

**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 office premises/Staff Quarters at La Place and Vacant Plot at Indira Nagar.
- 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. The Contractor 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 the Contractor shall be available from 09.00 Hrs. to 17.30 Hrs. The deployment of manpower may be flexible and could be changed depending upon the work.
- iii. The Contractor 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 the Contractor 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 behavior in the office
- vi. NABARD shall have the right to inspect the stock of materials supplied to the Contractor by NABARD as and when it may be fit and proper and The Contractor shall be liable to furnish proper accounts for the same.
- vii. NABARD shall not be responsible to the Contract 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.
- viii. NABARD will reserve its right to recover the loss of damage from the Contractor, if any, caused by The Contractor works during the period of performance of the work from any amount payable to The Contractor or otherwise NABARD's decision in this regard shall be final.

**Declaration by the Contractor**

We / I have read and understood the Scope of Work and special terms and conditions for the Horticulture and Gardening AMC works in the entire Office premises/Staff Quarters at Laplace/Vacant Plot at Indira Nagar 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

## Annexure- IV

### General Terms and Conditions

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. The rates will be exclusive of all taxes (The payment shall be subject to TDS and taxes as applicable at the time of payment) and would remain firm for the entire Contract Period. **No increase in rates will** be allowed during the entire Contract Period on this account.
3. **Monthly payments** will be made in the case of Horticulture and Gardening AMC work based on the bills submitted by the Contractor and certified by the concerned Bank's Officer 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 Caretaker & Protocol & Security Officer after completion of the respective works on the formats enclosed/given for respective work and should submit all these with the bill.
4. 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.
5. Income Tax, GST and other taxes, as applicable, will be deducted from total payment due to the Contractors.
6. 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 UP RO.
7. The Contractor should arrange to obtain necessary **insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy (CAR 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.
8. 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.
9. The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc.
10. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Payment of Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, EPF etc. with regard to the personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the NABARD UP RO, Lucknow and to the concerned Labour Department.
11. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. The particulars of the employees engaged for the NABARD UP RO / , Lucknow, are required to be submitted to the NABARD UP RO, Lucknow. The antecedents of the staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the NABARD UP RO Lucknow shall ensure that the contractor complies with the provisions.

12. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the NABARD UP RO, Lucknow. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the NABARD UP RO, Lucknow, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.

13. All liabilities arising out of accident or death while on duty of the required Horticulture and Gardening personnel shall be borne by the contractor. The contractor shall cover all his employees with a comprehensive Group Insurance policy. The contractor shall indemnify the NABARD UP RO, Lucknow against all liabilities arising out of any such accidents or deaths.

14. Adequate supervision will be provided to ensure correct performance of the said Horticulture and Gardening services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.

15. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the NABARD UP RO, Lucknow.

16. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the NABARD UP RO, Lucknow and shall not knowingly lend to any person or company any of the effects of the NABARD UP RO, Lucknow under its control.

17. The staff deployed shall not accept any gratitude or reward in any shape.

18. The contractor shall provide training at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

19. Under the terms of their employment agreement with the Contractor the Horticulture and Gardening staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.

20. That in the event of any loss occasioned to the NABARD UP RO, Lucknow, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the NABARD UP RO, Lucknow, the said loss can claim from the contractor up to the value of the loss. The decision of CGM/OIC NABARD, UP RO will be final and binding on the agency, respectively.

21. The contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the NABARD UP RO, Lucknow may issue from time to time and which have been mutually agreed upon between the two parties.

22. NABARD UP RO, Lucknow shall have the right, within reason, if any person employed by the contractor is considered to be undesirable or otherwise, to inform to the contractor and contractor shall replace such person immediately.

23. The contractor shall be responsible to maintain all property and equipment of the NABARD UP RO, Lucknow entrusted to it.

24. The contractor will deploy supervisors as agent of the contractor and the instructions given to the supervisor by NABARD UP RO will be deemed to be instructions given to the contractor. The supervisor shall be required to follow the instructions of NABARD UP RO, Lucknow and ensure that the work done accordingly.

**25. The contractor shall pay the personnel deployed in NABARD Office premises and Staff Quarters at La Place, their wages in accordance with the relevant Minimum Wages Act, 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.**

26. The contractor will be responsible for timely payment to its personnel deployed in the NABARD 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 fulfil 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 Department of State/Central Government and comply with all necessary regulations and instructions in this regard.

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

28. 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.

29. 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

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

31. The contractor shall always post at site, experienced staff at site at least to the extent of strength as given in scope of work, round the clock.

32. The contractor shall, for all intents and purposes, be the “NABARD” 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.

33. 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.

34. The contractor shall maintain attendance register of his staff employed at various sites and wage register for payment (at least minimum wages as per Central 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.

**35. The contractor shall ensure that the payment is regularly credited to the bank account of the individual labour employed at Bank's premises and pay slips for respective payments are duly issued regularly. NABARD will ask for present/past pay slips and payment records related to 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.

36. 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.

37. 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.

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

39. The Contractor's workmen should report to P&SO/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 P&SO & the same or copy shall be presented along with the Contractor's monthly bill.

40. 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 behaviour / 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.

41. 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.

42. 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 contractor 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.

43. "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."

44. The venue of the arbitration shall be at Lucknow.

45. The language of arbitration shall be English.

46. 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.

47. 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.

48. 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.

49. The work should be carried out with minimum inconvenience to the occupants/NABARD Staff. 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.

50. 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.

51. The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD's residential/Office premises and Staff Quarters at La Place and Vacant Plot at Indira Nagar

52. The engaged staff shall also undertake other specific work related with/without Horticulture and Gardening and other works during working hours as per instruction of Officer/P&SO, if required.

53. The staff shall subject themselves to security check at the time of leaving the Bank's premises daily.

54. No articles, other than personal belongings, shall be taken out without approval from Assistant General Manager (Protocol & Security)/ Asstt. Care Taker.

55. They shall not engage themselves in any activity detrimental to the interests / reputation of the Bank.

56. The personnel deployed by the Contractor for duty in the said premises shall not be deemed to be employees of 'NABARD' in any manner and they shall not be eligible for any benefits which the 'NABARD' provides to its employees. The obligation if any, for any benefit shall be the sole responsibility and rests entirely with the Contractor.

57. NABARD will not be under any liability to pay any compensation to the personnel deployed by the Contractor for their sustaining any injury etc. while discharging the duties in the said premises. The Contractor shall get the personnel posted for duty at the said premises, insured against accidents at his own cost.

58. NABARD shall, in the event of the Contractor committing any breach of any of the terms and conditions or if the services provided by the Contractor is considered to be unsatisfactory by the 'NABARD' or for any other reason considered by the 'NABARD' as insufficient, be entitled to terminate the contract by giving seven days' notice in writing and the Contractor shall not be entitled to any compensation for such termination.

59. On expiry of or early termination of the Contract, the personnel engaged shall vacate the said premises, without any way causing any damage to the said premises and the property therein.

60. In case of any dispute or difference between the parties under this Contract, the same shall be referred to the arbitration of the Chief General Manager/ Officer in Charge, Uttar Pradesh Regional Office, NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT or of the person nominated by him and his decision shall be final and binding on the parties.

61. The above list of duties is only indicative in nature. The personnel deployed by the Contractor should perform any other duties assigned by Bank's authorised officials from time to time as per requirement.



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

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

63. 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.

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

65. On site storage space will be provided to the Contractor subject to availability. NABARD will not be responsible for Contractor's materials.

66. The Contractor shall provide all 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.

67. 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.

68. 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.

69. 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 liaising 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.

70. **Validity of Offer :** 90 days from the date of opening of the price bid.

71. 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, if any, may stand forfeited.

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

73. Arbitration - In the event of any difference or dispute in connection with the agreement over the right of obligations of the parties, the decision of the Chief General Manager, NABARD UP RO , 11, Vipin Khand, Lucknow - 226010 shall be final and binding upon the parties. The place of arbitration shall be Lucknow. The Indian laws shall be applicable to the arbitration.

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

Signature of the Tenderer :

Name and Seal :

Place :

Date :

Address :

## **Annexure- V**

### **SPECIAL TERMS AND CONDITIONS**

1. The Horticulture and Gardening Personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation as per Workmen Compensation Act 1923 Act, etc.
2. Police verification of employees deployed at NABARD UP RO Office premises and Staff Quarters at La Place and Vacant Plot at Indira Nagar need to be done by bidder and to be submitted to NABARD Uttar Pradesh RO, Lucknow.
3. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of NABARD Uttar Pradesh RO, Lucknow on monthly basis. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking regarding payment of wages as per rules and laws in force.
4. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with NABARD Uttar Pradesh RO, Lucknow. Contractor and its staff shall take proper and reasonable precautions to preserve NABARD's property from loss, destruction, waste or misuse.
5. The contractor shall do and perform all such Horticulture and Gardening, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which NABARD Uttar Pradesh RO, Lucknow may issue from time to time and which have been mutually agreed upon between the two parties.
6. The contractor shall be responsible to safeguard all property and equipment of NABARD Uttar Pradesh RO, Lucknow entrusted to it.
7. The personnel engaged have to be courteous with pleasant mannerism in dealing with the Staff/ Attendants and should project an image of utmost discipline. NABARD Uttar Pradesh RO, Lucknow shall have right to have any person moved in case of staff complaints or as decided by representative of NABARD Uttar Pradesh RO, Lucknow if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
8. The personnel will have to report to NABARD Uttar Pradesh RO, Lucknow for duty at least 15 minutes in advance of the commencement of the shift for collecting necessary documents / instructions, and to complete all other required formalities as approved by NABARD, Uttar Pradesh RO, Lucknow.
9. Contractor / successful bidder shall ensure that no person involved in any litigation against any of the offices of NABARD, shall be deployed for duties under any circumstances.

#### **A. Special conditions of the contract.**

- The successful tenderer will accept full and exclusive responsibility for wages. PF bonus, medical, leave, etc and any other obligation referred to under the law now and hereafter imposed by State or Central Government or local bodies for the persons(s) deployed by the successful tenderer.
- The Party shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract. The contract value quoted by the Party is inclusive of Employer s share of ESI & EPF contributions and no separate charges shall be payable by us on this account. Monthly payment will be done on production of proof of payment towards ESI & EPF(counterfoils) & other documents such as registration number, photo card etc. As per requirements of Contract Labour (Regulation & Abolition) Act 1970, the payment of wages to the employees to be made by the contractor will be checked by an official of NABARD UP RO who will check the payment register monthly or seek bank statements.
- The tenderer should ensure payments to the labourers as per latest minimum wages act and also payment to be disbursed to the contract labour and supervisor by NEFT/RTGS in their

bank accounts representative on or before 7<sup>th</sup> of every month.

- Bank will have no liability whatsoever concerning the persons deployed by the tenderer for the purpose.
- If applicable, the successful tenderer shall obtain the necessary labour license from the Licensing Authority under the Contract labour (R&A) Act and Contract Rules framed there under and produce the same to the authorized representative of bank whenever asked to do so.
- It shall be entirely, the responsibility of the successful tenderer to ensure that no unlawful act is done by his person(s) while on duty. A police verification of the deployed persons must be carried out.
- In case of loss of the Bank's property due to the negligence of carelessness of the person(s) deployed by the successful tenderer he will be responsible and shall make good the same.
- The successful tenderer shall be solely responsible for settling / resolving any dispute/ claim of his / her personnel during the contract. No liability shall accrue to the bank under the circumstances during / after expiry of the contract.
- The contractor shall indemnify bank against any payments to be made under and for observance of the above mentioned various laws and rules. In the event of there being any increase of workmen's compensation under any law or any additional payment or new liability under the labour laws being imposed on the contractor at any time, the additional expenditure incurred by the contractor shall be borne by the contractor and no claim will be considered and no claim will be entertained by bank on any account.
- The contractor shall not subcontract the whole or any part of this contract to another person/ vendor.
- All works shall be carried out in accordance with the provision of the statutory acts and laws and Bureau of Indian Standards local laws and by-laws as amended up-to-date.
- The staff deployed should be available 3 days prior to commencement of the contract to ensure smooth handing over / taking over from the existing contractor.
- The tenderer shall employ the required number of workers and keep the attendance record properly so that same can be inspected by the competent authority.
- Mobile phone number of the persons deputed on site may be intimated to us.
- The tenderer shall observe all the necessary safety precautions for the safety of the labour and the employees of the NABARD UP RO Office premises and Staff Quarters at La Place and Vacant Plot at Indira Nagar during execution of works. The tenderer would be responsible for the safety of persons employed by the Party as also the safety of employees of the NABARD UP RO Office premises and staff quarters at La Place
- The tenderer shall take all precautions to avoid accident and causes of accident. The Party must be careful regarding safety during working of the tenderer's worker in the premises/
- NABARD UP RO shall not bear any responsibility in case of any accident to the tenderer's worker in the premises/colony due to no fault of work working but merely due to negligence of the tenderer's worker or lack of safety provided to them by The Contractor.
- All the workmen deployed under the contract should have valid Identity Card issued by the Agency and should be in proper uniform having Agency/Firm/ Company's Name & Logo, embossed/embroidered on it
- 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.
- Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
- 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 :

- 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.
  - The responsibility of engaging and maintaining sanctioned strength of Horticulture and Gardening personnel lies with the Contractor in view of timely attention and completion of the routine works within the given time frame.
10. **Penalty clause:** In case of absence of workers (specified in the BOQ), the amount will be deducted as below.
- a. If the contractor fails to deploy the number of manpower as required under the agreement / tender and such absence of manpower in each category of workmen exceeds 15% or more of total man days in a month, then a penalty of Rs. 550.00 per day shall be imposed on the contractor for all absent days including 15% of the absences during the month. The amount of penalty shall be adjusted from the amount payable to the contractor and shall not be deducted by the contractor from the wages payable to the workmen.
  - b. The contractor will ensure that the persons deployed by them are dressed in neat and clean uniform, failing which invites a penalty of Rs.500/- on each occasions and habitual offenders in this regard shall be liable to be replaced from the office premises and Staff Quarters at La Place and Vacant Plot at Indira Nagar by the contractor. The penalty on this account shall be deducted from the Contractor's bills.
  - c. Contractor will maintain a proper record indicating reasons for not attending to any particular complaint within time schedule. For unreasonable delays in completion of works, a penalty of Rs.100/- (Rupees one hundred only) per complaint per day of delay shall be charged).
  - d. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, NABARD UP RO, Lucknow reserves the right to impose the penalty as detailed below:-
    - i)5% of cost of order/agreement per week, upto four weeks' delays.
    - ii)After four weeks delay CGM/OIC NABARD reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s).
- The difference in the cost, if any will be recovered from the defaulter contractor and also shall be black listed for a period of 7 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
- e. The personnel engaged have to be courteous with pleasant mannerism in dealing with the Staff/Trainees/Visitors and should project an image of utmost discipline. The NABARD UP RO, Lucknow shall have the right to have any person removed in case of patient/staff complaints or as decided by representative of the NABARD UP RO, Lucknow if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
11. **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.
12. In case of emergency work, no extra payment for working in odd hour will be made.
13. The property will be handed over to the Contractor 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.
14. NABARD reserves the right to change scope of work or the number of labours during the contract period.

**Special Instructions:**

1. The contractor will provide sufficient manpower to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank. In case of emergency the contractor shall be required to post additional staff without any extra cost to the Bank.
2. The contractor will provide sufficient number of supervisors to ensure proper and effective supervision.
3. The manpower provided by you should be available during working hours in office premises and Staff Quarters at La Place. The deployment of manpower and their timing may be flexible and could be changed/increased depending upon the quantum of work and requirement of Bank.
4. The contractor will provide necessary substitutes in case of absentees.
5. Quantities indicated in the Financial Bid may vary to the extent or may be deleted without any notice and as such the rates quoted should be workable and should include all overheads, profits, taxes as applicable and all other incidental charges.

**DECLARATION BY THE CONTRACTOR**

We / I have read and understood the special terms and conditions for the Horticulture and Gardening AMC in the entire premises of NABARD UP RO and Staff Quarters at La Place 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.

Signature of the Tenderer :

Name and Seal :

Place :

Date :

Address :

## **SAFETY CONDITIONS OF THE CONTRACT**

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

### **SAFETY CODE**

- The contractor shall be responsible for all injury to persons, and for all structural and decorative damage to property which may arise from the operation or neglect of contractor or their staff or damages arising from carelessness, accident or any other cause whatsoever in any way connected with carrying out of the contractor. The contractor shall indemnify the Bank and hold it harmless in respect of all and any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.
- 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.
- 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. 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.
- The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages compensation, cost charges and expenses arising or accruing from or in respect of any such claim or damages from any or all sums due or to become due to the contractor.

### **Declaration by the Contractor**

We / I have read and understood the Safety code for the Horticulture and Gardening AMC in the entire Office premises and Staff Quarters at La Place and Vacant Plot at Indira Nagar and staff quarters (at La Place, Indira Nagar and Sitapur Road 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:

Address:

Name and Seal

**Signature of the tenderer with seal**

**Appendix-1**

**Format- Covering Letter by the Tenderer for Submission of BID**

(To be submitted in Tenderer's own Letter head)

No. ....

Date: .....

To

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

Dear Sir,

**Submission of BID under Annual Maintenance Contract for Horticulture and Gardening at office premises and Staff Quarters at La Place and Vacant Plot at Indira Nagar of NABARD Regional Office, 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh - 226010 for the period 01.12.2021 to 31.03.2024**

With reference to NABARD, UP RO's Tender Notice dated ..... 2021,

I/ We offer our services for Annual Maintenance Contract for **Horticulture and Gardening at office premises and Staff Quarters at La Place and Vacant Plot at Indira Nagar of NABARD Regional Office, 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh -226010** for the period 01.12.2021 to 31.03.2024.

I/We understand that NABARD reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor.

I/We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of price bid of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the earnest money valid during the entire period of validity of tender.

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

Thanking NABARD  
Yours faithfully

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

(Tenderer's Seal)



**Appendix- 2**  
**Letter of Undertaking from the Tenderer**

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

Dear Sir,

**Annual Maintenance Contract for Horticulture and Gardening at office premises and Staff Quarters at La Place and Vacant Plot at Indira Nagar of NABARD Uttar Pradesh Regional Office, 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh - 226010 for the period 01.12.2021 to 31.03.2024 (subject to annual review of quality of service and if found satisfactory)**

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

I / We have visited the NABARD RO Premises which consists of one building with 6 Floors & Basement with a total built-up area of 6786 sq. m. (approx.) plus terrace and equipment with 2 Nos. KVA Transponders, 3 ht/lit Panels, 250 KVA Cap DG Set, AC/water motors and Staff Quarters ad La Palace and Vacant Plot and familiarized/examined the scope of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.

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

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

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

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

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

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

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

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

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

(I)

(II)

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

Yours faithfully

(Name and signature of the tenderer)

Place: Date:

**Appendix-3**  
**PROFORMA FOR ELECTRONIC PAYMENT**

Details of Bank account to be furnished by the contractor/ service provider for effecting payment by NABARD

1	Name of the account holder (As appearing in the Bank account)	
2	Address of the Account Holder	
3	Name of the Bank	
4	Name of the Branch	
5	Account number	
6	RTGS/ NEFT/ IFS Code	
7	Type of account (Savings, current, etc.)	
8	PAN Number	
9	GSTIN Number	
10	Email id	
11	Contact Number	

Signature

Please attach

- (1) a photocopy of one cancelled cheque leaf of the above Bank account
- (2) Copy of PAN card
- (3) Allotment letter / registration letter under GSTIN.

**Appendix-4**  
**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), Uttar Pradesh Regional Office 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 Horticulture and Gardening at the office premises and Staff Quarters at La Place and Vacant Plot at Indira Nagar of NABARD Uttar Pradesh Regional Office, Lucknow.

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**

- a. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
- b. 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.
- c. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.
- d. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

### **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.
2. **The Independent External Monitor appointed for NABARD is : Shri Subodh Kumar Goel 501, Tower-6 Common Wealth Games Village New Delhi – 110 092**
3. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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. 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)

Place

Date:

(For & on behalf of the Bidder)

(Office Seal)

Witness 1: (Name and Address)

## Appendix-5

### DEED OF INDEMNITY

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

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

In favor of

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

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

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

NOW THIS DEED WITNESSETH AS UNDER:

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

Signed and delivered by within named: M/S

(SERVICE PROVIDER)

By:

Name:

Title:

Date:

In the presence of

1.

2.

## Appendix-6

### RECIPROCAL NON-DISCLOSURE AGREEMENT

(To be executed on a non-judicial stamp paper of Rs. 200/- by Successful Tenderer only)

This Agreement (“Agreement”) is entered into on this ..... day of ..... 2021 between:

National Bank for Agriculture & Rural Development (NABARD), a Body Corporate established under the Act of Parliament i.e., National Bank For Agriculture And Rural Development Act, 1981 having its Head Office at C-24, G - Block, Bandra Kurla Complex, Bandra (East) Mumbai-400051 and Regional office at 11, Vipin Khand, Gomti Nagar, Uttar Pradesh, represented herein by its Authorised Signatory, Shri/Smt....., Deputy General Manager, Department of Premises, Security and Procurement, UPRO Lucknow (hereinafter referred to as "NABARD"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns of the one part.

AND

M/s....., having its registered office at .....  
....., represented herein by its Authorised Signatory Shri/Smt.  
....., Designation..... (hereinafter referred to as "Service Provider"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns of the other part.

Hereafter referred to individually as a “**Party**” and collectively as the “**Parties**”. For purposes of this Agreement, the party receiving Confidential Information (as defined herein below), shall be referred to as the “**Receiving Party**” and the party providing the Confidential Information shall be referred to as the “**Disclosing Party**”.

**WHEREAS**, ..... is *inter alia* engaged in the business of provision of various information technology services, consultancy and outsourcing services worldwide.

**AND WHEREAS**, NABARD is engaged in the activities as provided under the NABARD Act, 1981

**AND WHEREAS** ..... and NABARD are in the process of AMC for Horticulture and Gardening as described in Scope of work mentioned in the Tender document Ref No..... dated (“Purpose”).

To facilitate such items of work, certain Confidential Information (as defined below) will be required to be shared between the Parties.

**AND WHEREAS**, The parties wish to protect any such Confidential Information in accordance with the terms and conditions of this agreement (the "Agreement").

**NOW, THEREFORE**, in consideration of receipt of Confidential Information it is agreed as follows:

## **A. Definition of “Confidential Information”**

“**Confidential Information**” means any information disclosed to, received by, otherwise accessed by or coming to the knowledge of any Party to this Agreement that:

- i. by its character or nature or by the circumstances in which it is disclosed/received/assessed/or it came to knowledge, such that a reasonable person under like circumstances would treat it as confidential; or
- ii. Is designated by the disclosing party as confidential or identified in terms connoting its confidentiality; or
- iii. The disclosing party considers confidential.

and includes but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): discoveries; concepts; software in various stages of development; designs; drawings; specifications; techniques; models; data; source code; object code; documentation; processes; procedures; know-how; marketing techniques and materials; marketing and development plans; customer names and other information related to customers, price lists, pricing policies and financial information;

Confidential Information also includes information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

## **B. Information not categorized as “Confidential Information”**

The obligation imposed, under this Agreement, on Receiving Party shall not apply to information which:

- (a) Receiving Party can demonstrate by prior existing records, was within Receiving Party's legitimate possession prior to the time of disclosure;
- (b) was within the public domain prior to disclosure, or comes into the public domain through no wrongful act, fault, negligence or breach of this Agreement on the part of the Receiving Party;
- (c) is independently developed by the Receiving Party without reference to or reliance upon Confidential Information of the Disclosing Party;
- (d) Is or becomes lawfully available to Receiving Party on a non-confidential basis from an independent source who is free to divulge such information.

## **C. Restriction on Disclosure**

Except as otherwise expressly permitted under this Agreement, Receiving party shall not:

- (a) disclose, duplicate, copy, transmit or otherwise disseminate in any manner whatsoever any Confidential Information of the Disclosing Party;
- (b) use the Confidential Information of the Disclosing Party (i) for Receiving Party's own

benefit or that of any third party, (ii) to the Disclosing Party's detriment, or (iii) for any purpose other than for achieving the Purpose;

(c) commercially exploit any Confidential Information of the Disclosing Party;

(d) acquire any right in, or assert any lien against, the Confidential Information of the Disclosing Party; or

(e) Refuse for any reason to promptly return all Confidential Information of the Disclosing Party if requested to do so.

#### **D. Permitted Disclosures**

Receiving party is permitted to:

(a) disclose relevant aspects of the Disclosing Party's Confidential Information to the Receiving Party's directors, officers, employees, consultants, attorneys and auditors solely to the extent necessary for achieving the Purpose; provided, that

(1) before disclosing any Confidential Information of the Disclosing Party, all persons or entities receiving Confidential Information shall be bound by obligations of confidentiality towards the Receiving Party consistent with the terms of this Agreement

(2) The Receiving Party shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the persons or entities receiving Confidential Information to the satisfaction of the Disclosing Party.

(3) All such Confidential Information shall be labelled as confidential.

- a. Disclose relevant aspects of the Disclosing Party's Confidential Information if legally compelled or required to disclose any Confidential Information of the Disclosing Party in connection with any legal or regulatory proceedings. In such case, the Receiving Party will immediately notify the Disclosing Party so as to allow the Disclosing Party a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure or waive compliance with the terms of this Agreement.
- b. Disclose relevant aspects of the Disclosing Party's Confidential Information with the prior written consent of the Disclosing Party.

#### **E. Effects of Unauthorized Disclosure**

(a) The Receiving Party will be liable for the acts and omissions of, and any unauthorized disclosure or use of Confidential Information by, any person or entity that received Confidential Information from or through the Receiving Party.

- (b) Each Party acknowledges and agrees that the misappropriation or misuse of Confidential Information of the other Party will result in irreparable and continuing damage to the other Party for which there may be no adequate remedy at law, and in the event of such a breach, the other Party shall be entitled to legal as well as equitable relief, as appropriate, including but not limited to an injunction, in addition to any monetary relief.
- (c) The Receiving Party will promptly report to the Disclosing Party any disclosures of Confidential Information otherwise than as permitted by this Agreement and any breaches in security that may affect the Disclosing Party or its Confidential Information of which it is aware and will specify the corrective action to be taken.

#### **F. Return of documents**

Upon written demand by the Disclosing Party, the Receiving Party shall:

- a. Return to the Disclosing Party all Confidential Information supplied which the Receiving Party has in his possession or under his control;
- b. Destroy or have destroyed all copies received or made of the Confidential Information; and
- c. Promptly thereafter provide a certificate signed by an officer of the Receiving Party certifying compliance with the obligations point (a) and (b) above.

#### **G. Term**

This Agreement shall commence from the date set forth above and expire with the termination or expiration of the AMC Contract, unless earlier terminated in writing by both Parties. The obligations under this Agreement shall survive and continue for a period of 7 years beyond any termination or expiration of this Agreement.

#### **H. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of India. Any and all disputes arising out of or in connection with this Agreement shall be settled by the courts in Lucknow, India.

#### **I. Miscellaneous**

- (a) No failure or delay by the Disclosing party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
- (b) This Agreement shall not be assignable or transferable by either Party without the written consent of the other Party.

- (c) This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the Parties with respect to the subject hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.
- (d) In the event that any of the provisions of this Agreement shall be held by a Court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

**IN WITNESS WHEREOF** this Agreement has been executed by the duly authorized representative of each Party on the day and year first above written.

---

By:  
Name:  
Title:

**NABARD**

By:

Title:  
Date:

**Witnesses: 1.**

**2.**

## Part II

### PRICE BID / Bill of Quantities

#### NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Annual Maintenance Contract for **Horticulture and Gardening** at office premises and Staff Quarters at La Place and Vacant Plot at Indira Nagar of NABARD Uttar Pradesh Regional Office, 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh - 226010 for the period 01.12.2021 to 31.03.2024 (subject to annual review of quality of service and if found satisfactory)

- Description of Property: NABARD Regional Office premises and Staff Quarters at La Place and Vacant Plot at Indira Nagar
- **Period of AMC – 01 December 2021 to 31 March 2024**
- The contractor may depute **3 gardeners** in NABARD UP RO Premises from 9.30am to 5.30 pm on daily basis except Sundays. **One of the 3 gardeners would work in La Place for 3 hrs on a daily basis** except Sundays. One gardener would work at Vacant Plot at Indira Nagar for watering the plants and other required works as per the need/instructions of the ACT/CT of NABARD UP RO.
- **Rates to be quoted** based on the scope of works and specification/description of items as well as terms and conditions contained in the Tender Document.
- Rates to be quoted as per the latest notification issued by the Office of the Chief Labour Commissioner (C), Ministry of Labour and Employment, Govt. of India
- For the purpose of calculating minimum wages the Gardner is considered as **Semi Skilled under Agriculture category**.

Sl No.	Particulars	Remarks	Rates / Percentage	Amt. per month for 26 days
A	Basic Wages plus VDA	w.e.f. from 01.04.2021	Rs. 449/- per day	11674.00
B	EPF (on 'A' or on Rs. 15000/- whichever is less)	On 'A'	12.00%	1400.88
C	EDLI (on 'A' or on Rs. 15000/- whichever is less)		0.50%	58.37
D	Administrative charges (EPF & EDLI) (on 'A' or on Rs. 15000/- whichever is less)		0.50%	58.37
E	ESIC (on 'A' or on Rs. 21000/- whichever is less)		3.25%	379.41
F	<b>Total Per Month Cost of one Gardner (A+B+C+D+E)</b>			<b>13571.03</b>
G	<b>Total Per Month Cost of 3 Gardeners (F x 3)</b>			<b>40713.09</b>
H	Vendor Service Charge	On 'G'	..... %	
I	<b>Total Cost Per Month (G+H)</b>			
J	<b>Total Cost Per Year (I x 12)</b>			

**CGST/SGST at applicable rates on 'T' above will be paid separately**

**Note 1: - Rates shall be quoted as “Total Cost per Month”.**

**Note 2: -** For all calculation, there shall be 30 working days in a month and a year shall comprise of 12 months. The duty hours shall be 08 (Eight) hours per day i.e. as per Central Govt. Minimum Wage Act.

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

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

**Note 5:-** EPF is calculated on Basic Wage.

**Note 6:-** Basic Wages plus VDA at Sl No. A are as per Central Govt. Minimum Wages w.e.f. 01 April 2021.

**Note 7: -** Rates quoted would be applicable for the entire period i.e. up to 31 March 2024. However, revision in rates would be considered only if the minimum wages & taxes are revised.

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

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

**Note 10:-** VDA=Variable Dearness Allowance, ESI= Employee State Insurance, EPF= Employee Provident Fund, EDLI= Employee Deposit Linked Insurance Scheme.

**Additional Note:**

Additional Note :

1. The rates will be as per scope of work & BOQ and will be exclusive of all taxes (The payment shall be subject to TDS and taxes as applicable at the time of payment) and would remain firm for the entire Contract Period. .
2. No escalation or increase in the rates will be given during the Contract period.
3. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time.
4. In case of 2 or more L1/ similar lowest bids, the decision of NABARD for awarding contract would be final and binding to all.
5. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.
6. The contractor has to quote for all the items of BOQ. Incomplete BOQ will not be considered.
7. The rates have to be quoted by excluding GST even if the contractor is not registered with GSTN. The rates will be compared only after comparing rates with taxes while evaluation of the price bids.



- 8. Before deployment of staff, their bio-data/competence shall be verified by the Bank's official in the beginning of AMC as well as on changing the staff/labour.**
9. The contractor has to submit one bill on monthly basis.
10. Deductions will be done in the bill payments as per the applicable penalty clauses in the tender document.
11. The contractor will comply with Labour Laws requirements and maintain the muster roll and wage register etc. and produce the same in the NABARD office, if required. The contractor shall submit the necessary information/data to the concerned statutory authorities in the desired format.
12. The working hours as mentioned in price bid includes one hour lunch break for staff/labour.

I/we declare that:

- a)** The rates quoted are as per the conditions mentioned in this tender document.
- b)** The Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutory laws.

Accepted all terms & conditions of price bid

I/we declare that:

- c)** The rates quoted are as per the conditions mentioned in this tender document.
- d)** The Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutory laws.

Accepted all terms & conditions of price bid

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