

Annual Maintenance Contracts for Gardening Services at NABARD Head Office Building and six Residential Colonies in Mumbai for the period 01.09.2024 to 31.03.2026



Head Office

**Department of Premises, Security and Procurement
Plot No.C-24, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051**

Date of issue of tender document	26 th July 2024
Pre-Bid Meeting with bidders	05 th August 2024 at 11.00 am
Due date for submission of tender	19 th August 2024 by 2.00 pm
Date and time of opening of Technical bid	20 th August 2024 at 3.00 pm
Date and time of opening of Price bid	To be communicated later

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NB. DPSP / **Nil**
Date: 26th July 2024

/ Gardening- AMC/ NABARD /2024-25

M/s

Dear Sir,

निविदा आमंत्रण सूचना
1. NOTICE INVITING TENDER

Notice inviting tender – Annual Maintenance Contracts for Gardening Services at Bank’s Head Office Building and six Residential Colonies in Mumbai for the period 01.09.2024 to 31.03.2026.

NABARD intends to undertake the work of “**Annual Maintenance Contracts for Gardening Services at Bank’s Head Office Building and six Residential Colonies in Mumbai for the period 01.09.2024 to 31.03.2026.**” and therefore, invites offer from the contractors/firms for the same work. The bidder/System Integrator shall submit two separate E-bids for the work - Technical Bid and Financial Bid. The same can be downloaded from the website of [CPPP \(https://eprocure.gov.in/eprocure/app;\)](https://eprocure.gov.in/eprocure/app;) and [NABARD Website www.nabard.org](http://www.nabard.org).

1. Invitation for works :-

- The tenders are invited by NABARD for Gardening works at its Head Office Building and residential colonies in Mumbai as indicated below. The contract is renewable after expiring of contract period, subject to the satisfactory performance of the contractor and meeting other terms and conditions of the contract.

Sr. No.	Locations	Required nos. of Un-skilled Gardener	Required nos. of Skilled Supervisor(Cater the needs of the colony)
1.	NABARD Head Office Building, Bandra Kurla Complex, Mumbai	5	1
2.	NABARD House, Bandra Kurla Complex, Mumbai	2	
3.	NABARD Nagar, Thakur Complex, Kandivali (East), Mumbai	2	
4.	NABARD Staff Quarters, Damodar Park, Ghatkopar (W)	1	
5.	Krishi Vikas Sadan, Swatantryaveer Savarkar Rd, Dadar	1	
6.	NABARD Officers Quarters, Nestle II, Lower Parel, Mumbai	1	
7.	NABARD Park, Khira Nagar, Santacruz (W), Mumbai	1	
	Total	13	1

- The interested tenderers should upload their bids along with duly signed scanned copies of all relevant documents etc., in support of their technical & financial bids on the website [of CPPP](https://eprocure.gov.in/eprocure/app;) only within the prescribed time limit. The evaluation of Tender will be based on online bids submitted by the tenderers.
- The tender document is available on NABARD website www.nabard.org and CPPP Portal for download. No physical copy shall be provided by NABARD and submitted to NABARD.
- Earnest Money Deposit (EMD) of Rs. 1,74,000/- (Rupee One lakhs Seventy Four Thousand only) amount shall be payable.



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

Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK NAME	NABARD
BRANCH NAME	HEAD OFFICE, MUMBAI
IFSC code	NBRD0000002
Account Number	NABADMN07

6. Counterfoil/ receipt/transaction detail for the same must be enclosed with the tender. The Tender without EMD shall be rejected outright. No interest is allowed on the EMD/RMD.
7. MSE registered vendor are exempted for EMD. For this they need to submit valid MSE registered certificate.
8. Properly filled tenders as Technical Bid (Part-I) and Price Bid (Part-II) shall be uploaded online, duly furnishing all the required information.
9. It may be noted that it will be a o2 bid system tendering wherein the 1st bid will be ‘Technical Bid’ and 2nd bid will be the ‘Price Bid’. Tenderers are advised to submit e-tender (e-bids) through e-Procurement portal (<https://eprocure.gov.in/eprocure/app;>) only, after carefully following the instructions related to systems and procedures as indicated in CPPP. In case of any further guidance, help and support is required during submission of e-bids, Ms. Trusha Sonawane appointed as a Facility Management Personnel for facilitating e-tendering services on CPPP portal may be contacted. The contact details are mentioned as under:

Contact details for online e-tendering support –

Name of Person	Contact no./E-Mail
Ms. Trusha Sonawane	022-26539464 e-Mail : fmp.cppp@nabard.org

10. Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login to CPPP.
11. **Technical Bid (Part-I) i.e.** shall contain;
- Notice Inviting Tender
 - EMD counter-foil OR required MSE certificate
 - Form of Tender
 - Pre-qualification criteria of the contractors
 - Scope of works
 - General Scope of Gardening/Horticulture Works
 - Special Instructions to Gardening/Horticulture Works
 - Work Description
 - Terms and Conditions
 - Special Condition of the Contract
 - Information to be furnished by bidder
 - Safety Code
 - Contractor Liability and Insurance
 - Termination of Contract
 - Articles of Agreement
 - Undertaking
 - Pre-contract Integrity Pact
 - General terms and conditions
 - Technical Specifications

- t. Articles of Agreement
- u. Undertaking
- v. Details of Nos. of Gardening and Supervisors to be deployed
- w. Information to be furnished by Contractor (Statement I, II & III) in support of fulfilling eligibility criteria.
- x. Integrity pact – The tenderer has to submit the Integrity pact at his own cost on Rs. 200/- non judicial stamp paper as per the format given to become eligible to participate in the tender. **It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.** Bank has appointed Independent Monitor Dr. Jagdeep Kumar Ghai, P&TA, FS(Retd.) (hereinafter referred to as Monitor) for this consultation with the Central Vigilance Commission.
- y. After opening of technical Bid (Part-I), during the scrutiny, if noticed any short-fall documents, Office may call again only once the same though CPPP Portal and bidder has to submit the same in given time. Failure of the same, bid shall be rejected..

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

Duly Priced Schedule of Quantities

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

14. Price bid -

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

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

- a. Validity of the tender shall be 90 days from the date of opening of Price Bid.
- b. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.

16. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper within 14 days from the date of issue of work order failing which the bidder's EMD may stand forfeited.

17. **A pre-bid meeting has been arranged at Ground Floor 'A' Wing, DPSP NABARD Head Office at Bandra Kurla Complex -400051 as per date & time mentioned above** in presence of Bank's Officials to guide the tenderers about the scope of work and give clarifications, if any, to the questions of the prospective bidders. The contractors are requested to participate in the scheduled pre-bid meeting. The contractors are advised to conduct a site survey and satisfy themselves about the overall feasibility of work. The clarifications being sought in the pre-bid meeting may be submitted in writing at our Office or to dpsp@nabard.org at least two working days prior to the date of pre bid meeting. The clarifications given in pre bid meeting will also form part of tender document and will be uploaded on the website. NABARD reserves the right to revise the Price Bid or any other document after pre-bid meeting, if required, and same will be uploaded on website.

Sd/-

R.K.Agrawal
(Dy. General Manager)

2. FORM OF TENDER

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

Date:

Dear Sir,

Notice inviting tender – Annual Maintenance Contracts for Gardening Services at Bank’s Head Office Building and six Residential Colonies in Mumbai for the period 01.09.2024 to 31.03.2026.

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

2. MEMORANDUM

Subject	Details
Description of work	Annual Maintenance Contracts for Gardening Services at Bank’s Head Office Building and six Residential Colonies in Mumbai for the period 01.09.2024 to 31.03.2026.
Location	NABARD Head Office, BKC, Mumbai
Earnest Money	Rs. 1,74,000/-
Duration of the AMC	Up-to 31 March 2026, extendable for two more year, subject to satisfactorily performance of the work.
Retention Money Deposit (RMD)	5 % of work value including GST. ISD will be adjusted in RMD.
Initial Security Deposit	2% of value of accepted tender value (including GST). EMD will be adjusted in RMD.
Statutory Deductions	Statutory Deductions such as Income Tax and GST, TDS etc. shall be deducted from bills as per applicable rates.
Terms of payment	Payment shall be done as per terms and conditions of contract & tender.

3. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions or the said Conditions of the tender annexed hereto in so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions.



Our Bankers are:

i) Bank, Branch,, Mumbai

ii) Bank, Branch,, Mumbai

iii) Type of account: Savings / Current account

iv) Bank Account No. :

v) IFS code of Bank and branch :

The names of partners of our firm are:

i)

ii)

iii)

Name of the partner of the firm

Authorized to sign:

OR

Name or person having Power of

Attorney to sign the contract

(certified copy of the Power of

Attorney should be attached):

Yours faithfully,

Signature of Tenderer with stamp



3. PRE-QUALIFICATION CRITERIA

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

S.No.	Description
1.	<p>The bidder should have experience of providing garden maintenance and similar type of work in the last 5 years as on 31.03.2024. Work Experience details, service provided to Government Departments /PSUs/Autonomous Bodies (set up by ministries /departments of Govt. of India) (Copies of Purchase Orders and completion certificates received) during each of the last five years should be enclosed / uploaded with clearly indicating the amounts of the contract/payment made to the bidder.</p> <p>Following documents should be submitted:</p> <ol style="list-style-type: none"> 1. Copy of work order (s) /Contract document (s). 2. Completion Certificate (s) OR Copy of duly certified bill (s) / Invoice from client. <p>Definition of Similar Works: “Similar works” for the purpose of qualification: Providing gardener and Annual Maintenance Contract of Gardening Services.</p>
2.	<p>Bidders’ Experience of having successfully completed Similar works during last 5 years (ending 31.03.2024) should be either of following:</p> <ol style="list-style-type: none"> a. three similar completed works whose individual work value is costing not less than Rs. 35.00 lakhs. b. two similar completed works whose individual work value is costing not less than Rs. 45.00 Lakhs. c. one similar completed works whose individual work value is costing not less than Rs. 70.00 Lakhs. <p>d. Definition of Similar Works: “Similar works” for the purpose of qualification: Providing gardener and Annual Maintenance Contract of Gardening Services.</p>
3.	<p>Proof for the presence of Office set-up in Mumbai, Maharashtra. The bidder should have direct support office in areas of municipal corporations of Mumbai Metropolitan Region (MMR). /Thane/Navi-Mumbai. Proof of address of office and the relevant work order/contract document.</p>
4.	<p>Minimum Average Annual Turnover of the bidder (For 3 years) - Rs. 27.00 lakhs (Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid)</p>
5.	<p>The contractor shall submit copies of balance sheet / Profit & Loss a/c of the firm for the last three years (ending 31.03.2024). Latest audited final accounts of the business of the contractor duly certified by a Chartered Accountant/certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.</p>
6.	<p>Valid MSE/Udyam Aadhar certificate against the Works if seeking exemption from EMD</p>
7.	<p>EMD amount of Rs. 1.74 lakh in case not seeking exemption.</p>
8.	<p>Registration Certificate as per existing norms (indicating the legal status – Company / Partnership firm/ Proprietorship Concern, etc.)</p>
9.	<p>Copy of GST Registration Certificates</p>
10.	<p>Copy of PAN Card</p>
11.	<p>Copies of Income Tax Return filed for last three financial years ending 31.03.2023</p>
12.	<p>Copies of Annual Turnover details in Rupees at for last three Financial Years ending 31.03.2023 including audited balance sheet and Profit & Loss Account.</p>
13.	<p>Integrity pact – The tenderer has to enter into the Integrity pact at his own cost on Rs. 200/- non judicial stamp paper with Bank as per the format given to become eligible to participate in the tender. It would be a preliminary qualification and bid</p>



	documents will not be considered in the absence of the Integrity Pact.
14.	Bidder should have office in Mumbai Metropolitan Region. Documentary evidence must be uploaded.
15.	Bidder should not have been blacklisted / any criminal case registered by any State / Central Government Department or Central / State PSUs / Police or Globally during the last 3 years as on 31.03.2024.
	Note: Any false and/or inadequate information may result in rejection of the tender.

4. Scope of work

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

Garden Maintenance

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

DETAILED SCOPE OF WORK

1. **Garden Maintenance:** The work of garden maintenance services at NABARD for the period of AMC includes all the scope of work summarized in the S.No. 1 for pre-designated garden and plantation area within the entire premises of NABARD Head Office including the area inside and surrounding the Office and Staff quarters etc.
2. **Regular Maintenance:** The maintenance work includes the entire lawn, plants/trees/shrubs/ground covering plants, on the fences etc. in NABARD Head Office and Residential premises and total open area. **It includes maintenance of the existing as well as any other additions to the garden/lawn/plants/ Vertical Garden etc.** Apart from the above, the day to day maintenance work includes the maintenance of NABARD Head Office and Residential Premises:
 - 2.1 Lawn of the entire premises.
 - 2.2 All trees, shrubs, hedges, plants etc. of the entire premises.
 - 2.3 Flower beds, plants in pots and plants on fence / compound wall tops.
 - 2.4 Keeping plants alive and healthy.
 - 2.5 Watering plants, shrubs, saplings, trees daily (except on rainy days) preferably in the morning and evening and not in the hot sun to avoid heavy transpiration.
 - 2.6 Regular uprooting all kinds of weeds.
 - 2.7 Removal of unwanted bushes from the premises.
 - 2.8 Removing the dead leaves, cleaning the area including disposal of waste at designated place in the premises and dead leaves, twigs, garbage on day to day basis, making bunds to the plants wherever required, adding red soil and manure to the roots of the plants wherever necessary;
 - 2.9 Keeping the lawn area, garden and the surroundings in a clean and neat condition.
 - 2.10 Replacing all the dead, diseased plants, vacant patches anywhere in the campus including the potted ones as when and where it occurs. Broken pots should be replaced with new ones by the Contractor, reimbursement of the same may be sought from NABARD.
 - 2.11 The plants and green area shall be provided with approved pesticides and filled with approved red garden soil mixed with Bio Organic/ processed Manure in standard proportion 3:1/ as per the manufacturer's specification/ Bank's requirement, so as to ascertain the satisfactory growth of entire plantation.
 - 2.12 Trimming of trees and Eco-Friendly Termite treatment to the trees as per frequency mentioned in scope of work and / or as directed by Bank's officials.

- 2.13 Maintaining all plant hedges decently. Pruning and mowing should be done by keeping the foliage aesthetically at a reasonable size without making them bald with a motive to keep a longer gap for the next job Overgrowing trees from neighboring gardens spreading on to NABARD premises will have to be pruned periodically from above the fence level vertically up.
- 2.14 Names of the plants (Hindi, English & Botanical names) have to be written on pliable plastic plates & tagged to the respective plants or erected on small poles on the soil to identify the plants.
- 2.15 Any gap on fences, hedges or elsewhere will have to be filled up within a week.
- 2.16 Performing all such other relevant maintenance services in accordance with all Laws, NABARD's instructions including complying with all legal formalities required in engaging suitably qualified, experienced, competent gardeners as may reasonably be required for the performance of the services.
- 2.17 Maintenance of Potted plants in earthen pots including resetting/displaying, including watering, weeding, hoeing, coloring, transplanting the damaged pots and disposal of generated garbage at specified place as per directions of the NABARD.
- 2.18 Plantation of new shrubs, plants, trees as given in the table below. The quantity of plantation required at various patches with their probable height are as follows:

S.No.	Locations	Area(sqft.) approx..	Plantation Details	Qty. in Nos.	Min. Height
NABARD Nagar, Thakur Complex, Kandivali East					
1.	A & C Block	18000	Seasonal Flowering Plants per season (winter, summer) and Shrubs around the Boundary of Garden	120	0.25 mtr.
			Natural Grass and Turf	NA	NA
2.	B- Block	3305	Seasonal Flowering Plants and Shrubs around the Boundary of Garden	100	0.25 mtr.
			Natural Grass and Turf	NA	NA
Damodar Park, Ghatkopar					
3.	Rear Side of the building	3000	Seasonal Flowering Plants and Shrubs around the Boundary of Garden	100	0.25 mtr.
			Natural Grass and Turf	NA	NA
	Plantation area along the Boundary Wall	1000	Seasonal Flowering Plants and Shrubs around the Boundary of Garden	150	0.25 mtr.
KVS, Dadar					
4.	Garden as back side of pavement & water tank	2000	Seasonal Flowering Plants and Shrubs around the Boundary of Garden	50	0.25 mtr.
5.	Front Side of the building	2500	Seasonal Flowering Plants and Shrubs around the Boundary of Garden	50	0.25 mtr.
			Natural Grass and Turf	NA	NA
Nestle-II					
6.	Central Circle	580	Seasonal Flowering Plants and Shrubs around the Boundary of Garden	20	0.25 mtr.
			Natural Grass and turf	NA	NA
7	Behind B & C block	1225	Seasonal Flowering Plants and Shrubs around the Boundary of Garden	25	0.25 mtr.
			Natural Grass and turf	NA	NA
8	Along open	440	Seasonal Flowering Plants	50	0.25 mtr.

	Area		and Shrubs around the Boundary of Garden		
			Natural Grass and turf	NA	NA
NABARD Park, SantaCruz					
9.	Rectangular Garden on Back Side of A5/A6	3445	Seasonal Flowering Plants and Shrubs around the Boundary of Garden	150	0.25 mtr.
			Natural Grass and turf	NA	NA
10.	Rectangular Garden on Back Side of A2/A3	484	Seasonal Flowering Plants and Shrubs around the Boundary of Garden	25	0.25 mtr.
			Natural Grass and turf	NA	NA
11.	Rectangular Garden outside of colony & Near to Boundary wall	130	Seasonal Flowering Plants and Shrubs around the Boundary of Garden	5	0.25 mtr.
			Natural Grass and turf	NA	NA
12.	Rectangular Garden in front of A6 Block	970	Seasonal Flowering Plants and Shrubs around the Boundary of Garden	20	0.25 mtr.
			Natural Grass and turf	NA	NA
NABARD Head Office					
13.	Garden Area in front of Office Building	4300	Seasonal Flowering Plants and Shrubs around the Boundary of Garden	200	0.25 mtr.
			Natural Grass and turf	NA	NA
14.	Garden area along left side of the building	7000	Seasonal Flowering Plants and Shrubs around the Boundary of Garden	350	0.25 mtr.
			Natural Grass and turf	NA	NA
15.	Garden Area along right side of the building	2500	Seasonal Flowering Plants and Shrubs around the Boundary of Garden	50	0.25 mtr.
			Natural Grass and turf	NA	NA
16.	Garden area outside NABARD's Head Office building along the boundary wall, traffic median (Opp. Office building) & island	7400	Seasonal Flowering Plants and Shrubs around the Boundary of Garden	NA	NA
			Natural Grass and turf	NA	NA
17.	Garden Area wherever applicable	-----	Medicinal Plants	30	0.25 Mtr.
NABARD House, BKC					
18.	Garden area	3800	Seasonal Flowering Plants	250	0.25 mtr.

	in front of building		and Shrubs around the Boundary of Garden		
			Natural Grass and turf	NA	NA
			Medicinal Plants	20	1 mtr.

In the table above:

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

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

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

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

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

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

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

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

3. Maintenance of Vertical Garden

MAINTENANCE OF VERTICAL GARDEN	DESCRIPTION	FREQUENCY
	Removal & replacement of dead plants/pots / manicure /soil/manure	As and when required or directed by the Bank
	Watering / maintenance / cleaning	Regularly / Daily
	Maintenance of vertical panel	As and when required or directed by the Bank

Note – (i) The contractor may be advised to install new vertical garden at any Bank's premises or new place(s) which may be acquired at a later stage. All materials such as complete structure, piping system, pots, geo textile, engineered soil, plants etc. required for installing the vertical garden panels will be provided by the agency.

(ii) The bidder shall be paid separately for installation of the same. Charges for the installation may be paid by the Bank on producing actual Bill after successfully completed the work as per direction of NABARD.

(iii) Though the installation of vertical garden panels is not required at current stage, the Bank may advise the vendor for installation of vertical garden panels as per requirement.

4. Tree Cutting:

4.1 Trimming/ Pruning of trees-

- 4.1.1** Trimming/pruning of the tree branches and removal of debris, away from the Bank's premises shall be done **before onset of monsoon and then after every three months** or as required by the Bank. Necessary approval from the Bank and permission from BMC (Garden authorities) shall be taken prior to the work. The responsibility of liaising with Local Authorities gardening/tree cutting department for getting necessary required approvals, whenever required, including taking photographs of trees shall rest with the contractor.
- 4.1.2** Contractor shall survey the Bank premises before quoting rates. Irrespective of height of the trees, if required, the Contractor shall have to carry out trimming/pruning of trees and remove debris, away from the Bank's premises at designated place by local authorities. Contractor shall have to arrange for specialized equipment, machines, manpower, etc. for this work and no extra payment will be made for the same by the Bank.
- 4.1.3** The contractor shall make their own arrangements for storing the necessary tools plants, materials, equipment at a place shown by the Bank in respective premises.
- 4.1.4** The entire work shall be carried out in consultation with AM/Mgr..

4.2 Removal of Dead Tree –

The cutting of dead tree and removal of debris away from the Bank's premises wherever/whenever required shall be considered after taking necessary prior approval from Bank and permission from BMC (Garden authorities). Contractor shall have to arrange for specialized equipment, machine, manpower, etc. if required for this work and no extra payment will be made for the same by the Bank.

4.3 Removal of Fallen/ uprooted tree –

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

5. General Scope of Gardening/Horticulture works-

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

- i Spreading of earth, manure / compost, sludge etc. to the required thickness, levelling, and dressing the area as and when necessary or as desired by NABARD, either inside garden area or outside garden area. **For bringing the red soil/organic manure by truck/lorry, fertilizers and pesticides such as urea, potash, etc., extra payment will be made by NABARD for a truckload or for specific quantity** as per the quoted rates in Tender.
- ii Maintaining/Renovating the lawns/gardens including de-weeding, mowing the grass, forking the ground, top dressing with sludge or manure, mixing the same with forked soil, watering, etc. as and when necessary or as desired by NABARD.
- iii **The plant pots inside the building will have to be replaced with standby pots as per the desired frequency. During this process, the plants, leaves and pots shall be cleaned. Further, the gardeners will also check the stagnant water in planters so as to arrest mosquito breeding.**
- iv Maintenance of Seasonal flower plants and Indoor plants in the vessels/pots for Office buildings by regularly carrying out necessary horticulture operations. Uprooting rank vegetation, other plant growths and weeds by digging the area, forking repeatedly, breaking clods, etc. all complete as and when necessary or as desired by NABARD.
- v Creation of Nursery Planting depending upon the site conditions, preparation of beds for seasonal flowers, hedging and shrubbery, as per requirement, by proper excavation, breaking clods, mixing with sludge, manure etc. as required or as desired by NABARD.
- vi Planting of new saplings plants as and whenever advised by Bank, removing the debris from Bank's premises. For planting new saplings/creating of nursery charges may be paid separately on re-imburement basis by NABARD.
- vii Providing the necessary length of pipe and portable sprinklers etc. for watering purpose from existing taps to water entire garden area. The Water supply and electrical supply will be provided by the Bank free of cost from the available common convenient points. But the Contractor should make his own arrangements for further distribution/drip irrigation for panels of vertical garden. Payment shall be made separately for making arrangement for drip irrigation.
- viii Supplying decorative / flower plants on the basis of quoted rate as desired by NABARD.
- ix Providing all garden equipment like lawn movers, grass cutters, tools, hose pipes for watering & supports for plants.
- x 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.
- xi 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 carrying out the work as per rate analysis including @ 15% CPOH.
- xii Painting of the bricks laid inside garden, flowerpots or any other portion inside garden or lawn as and when necessary, with white lime or brick red color as directed. NABARD will made extra payment for carrying out the work as per rate analysis including @15% CPOH.

- xiii Regular maintenance of plants in the flowerpots including watering daily, manuring, adding extra earth, etc. all complete for healthy growth of plants in the pots. For replacement or damaged/broken pots and plants. In case of requirement of new plant & pots, the same will either purchased by NABARD directly from market or payment will be made to the contractor as per rates quoted by the contractor.
- xiv Any work (as described above) not done properly shall be re-done to the satisfaction of NABARD, for which no extra payment is admissible.
- xv 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.
- xvi The Contractor shall indemnify and keep indemnified the NABARD against:
 - a) Any claim arising out of third party loss/ damage to life or property caused by/during execution of the work.
 - b) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
 - c) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc
- xvii The gardeners must report to the NABARD Officer as designated for taking any instructions from NABARD.

6. Important instructions:

- a) The deployment of persons for the purpose of the Gardening work shall be the sole prerogative/obligation/responsibility of the Contractor. The contractor shall furnish list of his/ her employees to be deployed at the Bank, along with their qualifications, experience, address, photos, etc. Any change in personnel would be done with due intimation to the Bank. However, the Bank reserves the right to reject any particular workman/ staff placed/ employed by Contractor under the contract with NABARD.
- b) The Gardening staff shall be responsible for cleaning of the gardens to ensure that the same is spic-and-span.
- c) Pick up any litter lying in the Gardens of the Bank premises.
- d) Any damage to the gardens or pots will be brought to the notice of the Bank's Officer immediately.
- e) Over and above the activities mentioned above, if any further work will be done as and when required as per the instructions of the Concerned Authorities.

6. Special Instructions for all Gardening/Horticulture works.

- i. To provide gardeners having Police verification reports.
- ii. The manpower provided shall be available for a shift from 09.00 Hrs. to 17.00 Hrs. or as instructed. The deployment of manpower may be flexible and could be changed depending upon the work.
- iii. To provide substitutes in case of absentees. **Penalty will be imposed in case of absences as given in the special terms and conditions of the contract.** Contractor may take all necessary measures so that the work does not suffer because of the absence of its staff and to avoid penalty.
- iv. The rate quoted for the Gardening work will include the cost of manpower and cost of tools / tackles etc.
- v. The contractors/agency should have experience in undertaking similar area of works. All staff members should be **suitably trained with experience** to perform duties entrusted to them and must be **in proper uniform at all times**. The staff must be polite and may be trained for the behaviour in the office.
- vi. **Supervisor** has to visit all sites on regular basis and oversee the gardening work and ensure that the gardens are well maintained to the satisfaction of NABARD.
- vii. NABARD shall have the right to inspect the stock of materials supplied to you by NABARD as and when it may be fit and proper and you shall be liable to furnish proper accounts for the same. NABARD shall not be responsible to your workers in any manner whatsoever. The behavior of the workers should be polite and no complaint in this regard shall be entertained. Contractor shall be responsible for any complaints in this regard. NABARD will reserve its right to recover the loss of damage, if any, caused by bidders works during the period of performance of the work from any amount payable to him or otherwise NABARD's decision in this regard shall be final.

Details of nos. of Gardeners and Supervisor to be deployed.			
Area / location	Gardeners (Unskilled)	Common Supervisor (Skilled Gardener)	Remarks
NABARD Head Office	5	1	Gardeners and Supervisor shall be deployed as per the direction of office.
NABARD House	2		
NABARD Nagar, Kandivali	2		
Damodar Park, Ghatkopar	1		
NABARD Park, Santacruz	1		
KVS, Dadar	1		
Nestle II, Parel	1		
Total	13		

7. WORK DESCRIPTION

Skilled Gardener/Supervisor –

1. Contractor shall deploy **experienced Skilled Gardener** and he should possess relevant field **experience in the Horticulture/Gardening works.**
2. He shall be responsible for timely completion of all activities for the maintenance work and quality of the work.
3. He should be proactive in solving the problems related to maintenance work.
4. Supervise all sites for giving instructions to the site staff and submitting report/suggestions to the employer.
5. The reports of decayed/dead plants and trees shall be submitted on monthly basis to the Bank.
6. Creating nursery planting, Watering, trimming, manure spraying, pruning and removing all the wild grass and weeds in the garden area, spraying of pesticides as and when required or directed by the Bank.
7. Carrying out all gardening operations for the proper growth of plants and uniform thickness/density of grass in lawn.
8. Remove the debris generated due to gardening process away from the Bank's premises.
9. To interact with the Bank's representative and take their feedback to improve the performance, wherever required.

Unskilled Gardener/ Helper –

1. Contractor shall deploy **experienced Un-skilled Gardener** having **experience** in the Horticulture/Gardening works.
2. To carry out all the works allocated by the Supervisor.
3. Watering, trimming, manure spraying, pruning and removing all the wild grass and weeds in the garden area, spraying of pesticides, changing soil as and when required.
4. Keeping the garden/lawn area clean and neat in appearance including removal of dried/fallen leaves/sticks/ branches of trees and other waste material & disposal thereof.
5. The wild growth in the entire premises (even if not in the garden Area) shall be uprooted off once in a month (including periphery of Buildings).

Duration of the Contract

The duration of work contract is initially for a period till 31.03.2026 and extendable for maximum of two additional tenures of 12 months with 20% Escalation in each 12 months tenure for the material cost only.

8. Terms and Conditions

Annual Maintenance Contract for Gardening Works for a contract period from 01.09.2024 to 31.03.2026

- A. Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
- B. Before deployment of staff, their bio-data/ competence shall be verified by the Bank's officials in the beginning of AMC as well as changing the staff/labor.
- C. The deduction from the monthly payment will be made based on the absence of labors and also as per the penalty clause in Special Terms and Conditions.
- D. The contractor has to give satisfactory services for all works of AMC and bank reserves the right to remove/delete any particular work from the awarded AMC. The contractor has to submit one monthly/quarterly bill, as the case may be.
- E. The contractor will comply with Labour Laws requirements and maintain the muster roll and wage register etc. and produce the same in the NABARD office, if required. The contractor shall submit the necessary information/data to the concerned statutory authorities in the desired format.
- F. For pro-rata deduction, the total no. of days in a month will be taken as 30 days.**
- G. Quoted rate for Service Charges should be workable, reasonable and should include incidental and all overheads and profits. **Service Charges(inclusive of GST@18%) less than 3.85% and its derivatives will not be considered and such tenders shall be treated as Invalid.** The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required. Rates should include all Taxes, Duties, Octroi, Levies, GST, etc., in accordance with various statutory enactments and should be firm for the entire Contract Period. Statutory deductions shall be made as per the rules.
- H. Rates should include all Taxes, GST, etc., in accordance with various statutory enactments and should be firm for the entire Contract Period. Minimum wages, ESI and EPF have to be paid to the workers as per latest GOI Notification or revised further.**
- I. Materials used should conform to relevant BIS Codes. BIS and CPWD Specifications and method of measurements shall be followed as applicable. However, in the absence of the same, the decision of NABARD will be final.
- J. **Monthly** payments will be made in the case of Gardening AMC works based on the bills submitted by the Contractor and certified by the concerned NABARD Officials to the effect that the works / complaints recorded in the registers/software are attended and rectified as per the scope of the work. The Contractor has to get the Signature of the NABARD Officials after completion of the respective works on the formats enclosed/given for respective work and should submit all these with the bill.
- K. Any discrepancy in settlement of bills may be brought to the notice of NABARD within a period of one month of the settlement of the Bills. **NABARD will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.** Contractor is requested to adhere with this instruction. Failure, NABARD shall not be responsible.
- L. Income Tax, GST and other taxes, as applicable, will be deducted from total payment due to the Contractors.
- M. All works, complaints / instructions given by the respective authorities covered under the Annual Maintenance Contract are to be attended on the same day. In case of delay in

attending the work in time, NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD.

- N. The Contractor should have valid license relating to his Contract **as per the existing laws and the work-men** employed by the Contractor should also have the experience in their trade.
- O. The Contractor should arrange to obtain necessary **insurance cover i.e. (i) Contractors All Risk Policy** for his employees at his cost and should be responsible for the safety of persons employed by him. The CAR policies are required to be at least for 1.25 times of the contract value and required to be produced on demanded by NABARD.
- P. The Contractor shall be fully responsible and shall indemnify NABARD with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The decision of NABARD in this regard shall be final and binding.
- Q. The contractor shall pay the personnel deployed in NABARD premises, their wages in accordance with the **rate prescribed by Ministry of Labour & Employment, GoI as per minimum wage** on a monthly basis. The contractor shall also make any statutory contribution/payment in respect of the personnel deployed by them in NABARD.
- R. The contractor will be responsible for timely payment to its personnel deployed in the premises and compliance of all statutory provisions etc. in respect of the persons deployed by them in NABARD. The Contractor shall be responsible to fulfill all the obligations in connection with the workers employed by it for the purpose of the Contract and all the Statutory and other liabilities etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor. The contractor shall liaise with Labour Dept. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.
- S. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
- T. The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into Maintenance Contract and the Bank will not in any way be liable or responsible for any default / irregularities / penalties on the Contractor's part.
- U. The following requisites are to be fulfilled by the contractor:
- Time schedule of works
 - Presence of required number of the persons at the site as per contract
 - Maintain desired quality of the work as per specification
 - The penalties for not complying with the above are indicated in Terms & Condition of contract.
- V. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labor Legislations in respect of personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/ compensation

/absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970.

- W.** The Contractor shall comply with the provisions of Contract Labor (Regulation and Abolition) Act, 1970, Minimum Wages Act and all other Labor Laws and other Statutory Regulations (both Central and States) that may be enforced from time to time by the Appropriate Authorities. NABARD shall not be responsible for any penalty on failure on the part of contractor to comply with any Labor Regulations.
- X.** The contractor shall ensure that the payment is regularly credited to the bank account of the individual labor employed at Bank's premises and pay-slips for respective payments are duly issued regularly. NABARD will ask for present/past pay-slips and payment records related to be submitted along with the monthly bill. In extraordinary case of wages being disbursed in cash, the same may be done in the presence of authorized representative of NABARD as required as under relevant law.
- Y.** The manpower deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labor legislations. Receipt of any complaint in this regard shall be viewed seriously.
- Z.** No additional payment shall be made if contractor keeps more staff at site for completing the pending work or if contractor is not able to perform satisfactorily as per the contract provision.
- AA.** The Contractor or his authorized representative should visit the site as per requirement and meet NABARD's Officer with prior appointment for any clarifications and to receive instructions, etc. at the site.
- BB.** The Contractor's workers should report to NABARD Officer/ACT/NABARD representative/ Site supervisor as per the schedule of works mentioned in the Price bid/ Bill of Quantities. A register will be kept at site on all the locations showing attendance on day-to-day basis on which the security guard on duty /ACT/CT/NABARD representative will countersign the time when contractor's worker arrives & signs at site. The same or copy shall be presented along with the Contractor's monthly bill.
- CC.** The workers / staff employed should wear color code uniforms displaying contractor firm's name. The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations under this Contract. Any indecent behavior / suspicious activities of the staff employed shall be viewed seriously and a suitable penalty shall be imposed on contractor. The contractor is also required to submit the list of workers with photo ID, Age Proof, educational qualification, address proof, etc. before deputing the workers. An attendance register shall be maintained at site indicating number of persons deployed for the inspection by NABARD officials/representative.
- DD.** Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to levy damages or fine and / or even terminate the Contract forthwith, if necessary.
- EE.** In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and/or by taking recourse to appropriate recovery proceedings. The contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the contractor so deployed

enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the contractor to NABARD or any person authorized by NABARD, on demand. Further, the contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.

- FF.** "Any dispute or difference whatsoever arising on any matter concerning this contract between the parties out of or relating to the services, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any modification thereof. The arbitration shall be conducted by sole arbitrator appointed by NABARD and the award made in pursuance thereof shall be binding on the parties."
- GG.** The venue of the arbitration shall be at Mumbai.
- HH.** The language of arbitration shall be English.
- II.** Work under the contract shall be continued by the contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- JJ.** The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
- KK.** The personnel deployed by the Contractor can use the common facilities such as drinking water, toilet, etc. if any, provided at the premises. However, it should be ensured that the same should be kept in hygienic condition.
- LL.** The work should be carried out with minimum inconvenience to the occupants. The workers employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants, etc.
- MM.** The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required, in accordance with this Tender. The Contractor should obtain approvals, if any, necessary for the work from the Statutory Bodies on behalf of the NABARD. The Contractor shall assist the NABARD fully in respect of any liaison with the Municipal or any other Authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to the NABARD.
- NN.** The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD's residential/Office premises.
- OO.** The engaged staff shall also undertake other specific work related with/without Gardening works and other works during working hours as per instruction of ACT/CT/NABARD Officer, if required.
- PP.** **Termination of agreement:** "If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a **notice period of 30 days**, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period if

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

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

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

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

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

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

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

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

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

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

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

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

Place :



Date :

Address :

Name and Seal:

Signature of the Tenderer:

9. SPECIAL CONDITIONS OF THE CONTRACT

- A.** Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
- B.** Contractor shall maintain a proper Record/ Register indicating reasons for not attending to any particular work time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints will be as under:

Nature of work	Time of completion	Penalty for delay
All items indicated in scope of works based on their periodicity	As given in scope of works	Rs. 200 per day

- C.** The minimum nos. of labor, as per the scope of works, shall be deployed for undertaking the maintenance of Gardening works. The same should be strictly followed.
- D. The responsibility of engaging and maintaining sanctioned strength of gardeners lies with the Contractor in view of timely attention and completion of the routine works within the given period.**
- E.** The property will be handed over to the Contractor for Gardening works on 'as is where is' basis and the contractor shall be required to carry out pending works and continue to ensure proper service to a reasonably satisfactory level.
- F.** NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.

Declaration by the Contractor

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

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

Place :

Date :

Address :

Name and Seal :

Signature of the Tenderer :

10. Information to be furnished by the Bidder:

1	Name, registered address and phone numbers	Attach documentary proof
2	Addresses and phone numbers of Branches in India	use separate sheets as attachment
3	Organizational set up of the firm including names, qualifications and experience of partners/Associates and staff and Electrical license	Details to be furnished in the prescribed proforma (Statement I)
4	Whether Registered as a contractor to any Govt. / Private Body? Mention the registration Number and year of registration.	Attach documentary proof.
5	Experience as contractor (give number of years)	
6	Important major contracts completed (value of the contracts having individual value of Rs. 35.00 lakhs and above only). The full postal address of the clients including their contact telephone numbers.	Details to be furnished in the prescribed proforma (Statement II)
7	Important major contracts (value of the contracts having individual value of Rs. 35 lakhs and above only) on which the firm is engaged at present. The full address of the clients and their contact telephone numbers shall be indicated against each assignment.	Details to be furnished in the prescribed proforma (Statement III)
8	Turnover of the firm during last 3 years (ending 31.03.2024). Copy of IT return for the last 3 years may be furnished.	
9	PAN No.	
10	GST No.	

Signature of the applicant with full address and office seal

Note: Statements I, II & III are enclosed.

**STATEMENT - I**

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

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

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

Signature of the applicant with full address and office seal

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



STATEMENT - II

List of important contracts executed by the contractor *

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

* Use separate /additional sheets as per the requirement

** Mention the assignments where value of works costing Rs. 35.00 lakhs and above only.

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

Signature of the applicant with full address and office seal

STATEMENT - III**List of important contracts ON HAND being executed by the contractor***

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

* Use separate /additional sheets as per the requirement

** Mention the assignments where value of works costing Rs. 35.00 lakhs and above only.

*** Attach client's certificates

Signature of the applicant with full address and office seal

11. SAFETY CODE

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

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

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

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

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

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

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

Declaration by the Contractor

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

Place :

Date : (Signature of the Tenderer)

Address : Name and Seal :

12. CONTRACTOR'S LIABILITY & INSURANCE

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

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

- Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, **for their full value provided under this contract, increased by 25% of the contract value** against the risk of loss or damage from any cause whatsoever including the causes enumerated in the forgoing Clauses (a) above. In the event of there being a variation in the nature and extent of the work, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premium shall be borne and paid by the contractor. The said insurance shall also provide for the removal of debris of the lost or the damaged works. The said insurance shall be in the joint name of the Employer and the Contractor, the Employer's name being mentioned first in the policies and the Contractor should deposit with the Employer the said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by the Employer and shall be paid to the Contractor or any other agency of Employer's choice in instalments for the purpose of rebuilding or replacement or repairing the works and/or goods destroyed or damaged as the case may be.
- If the Contractor has a blanket insurance policy for all the works to be executed by him and the policy covers all the items to be insured under the condition, the said policy shall be assigned by the Contractor in favor of the Employer, provide however that if any amount is payable under the policy by the insurers in respect of works other than the work under the Contract, the same may be recovered by the Contractors directly from the insurers.
- **The contractor shall indemnify and keep indemnified the Employer** against all losses and claims, damages or compensation under the provision of the payments of Wages Act 1936, Minimum Wage Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, the Maternity Benefit Act 1961, Bombay Shops and Establishment Act 1947, Industrial Dispute Act 1947, and the Contractor Labor (Regulation and Abolition) Act, 1970 and Employee's State Insurance Act or any modification thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other person in or about the work whether in the employment of the employer or Contractor or not, and also against cost, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury of combination or any such claim.
- Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the Employment of Contractor/sub- Contractor. For this purpose, an insurance shall be taken by the contractor or sub-contractor. Such an insurance shall be taken to include both

employees/workmen covered by Workmen's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies shall be taken for employees/workmen covered by Workman's Compensation Act 1923, and Employees /workmen not covered by the said Act. All the premium shall be paid by the Contractor. Policy/policies taken under this clause for the personnel in employment with the Contractor/Sub- Contractor/ nominated sub- Contractors, may be in their Employer's names of the Contractors/sub- Contractors. In the event of any loss or injury to the personnel in employment with the contractors/sub-contractors, the Employee and the Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties. The policy in original shall be deposited with the Employer.

- The Contractor shall at all-time indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and or rehabilitation/repair and during the defects liability period and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of and in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Employer and the Consultants and their property by or in the course of the execution of the works.
- The Contractor shall provide the Employer with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the expiry of defects liability period.
- The Contractor shall ensure that similar insurance policies are taken out by his sub-Contractors or nominated Contractors, if any, and shall be responsible for any claim or loss resulting from their failure of the subcontractor or nominated contractors to obtain adequate insurance protection in connection thereof. While taking the insurance policies, contractor should indicate clearly to the insurance companies that policies issued shall cover their sub-contractors and nominated sub- contractors also.
- If the Contractor fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the Employer may, without being bound to effect and keep in force any such insurance policy and pay such premium or premium, as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
- All insurance to be effected by the Contractor, and/or his sub- Contractors, or nominated sub-Contractors, if any, shall be taken only with any of the Nationalized Insurance Companies approved by the Employer.

13. Termination of Contract

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

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

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

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

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

(c) The language of arbitration shall be English.

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

14. करार के अनुच्छेदों का प्रारूप / ARTICLES OF AGREEMENT
ARTICLES OF AGREEMENT
On Non-judicial stamp paper of Rs. 200/-

<p>करार के ये अनुच्छेद2024 माह के वें दिन एक पक्ष के रूप में राष्ट्रीय कृषि और ग्रामीण विकास बैंक (जिसे इसके पश्चात "नियोक्ता" कहा जाएगा) और दूसरे पक्ष के रूप में (जिसे इसके पश्चात् " ठेकेदार " कहा जाएगा) के बीच निष्पादित किए जाते हैं.</p>	<p>ARTICLES OF AGREEMENT made this day of2024 between the National Bank for Agriculture and Rural Development (hereinafter called "the Employer") of the one part and (hereinafter called "the Contractor") of the other part.</p>
<p>यतः नियोक्ता मुंबई में प्रधान कार्यालय बिल्डिंग का कार्य निष्पादित करवाना चाहता है.</p> <p>तथा यतः, ठेकेदार मूल्य बिड में दी गई शर्तों और इस करार में आगे दिए जा रही शर्तों (इन सभी को इसके पश्चात् "उक्त शर्तें" कहा जाएगा) के अधीन उक्त तकनीकी विनिर्देशनों, और मूल्य बिड में शामिल संबंधित दरों इसमें आगे निर्धारित की जाने वाली राशि अथवा कोई अन्य देय राशि (इस राशि को इसके पश्चात "उक्त ठेका राशि" कहा जाएगा) पर उक्त कार्यों को निष्पादित करना स्वीकार करता है.</p>	<p>WHEREAS the Employer is desirous of getting executed '.....' at Bank's Head Office Building in Mumbai.</p> <p>AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as "the said contract amount").</p>
<p>अब एतद्वारा निम्नानुसार स्वीकार किया जाता है :-</p>	<p>Now it is hereby agreed as follows :-</p>
<p>1. इसमें आगे उल्लेख किए जाने वाले प्रतिफल पर ठेकेदार, अनुबंध में दी जा रही शर्तों के अधीन कार्य करेगा और संविदा में दर्शाए गए, मात्राओं की अनुसूची और उक्त शर्तों में वर्णित अथवा निर्दिष्ट कार्यों को पूरा करेगा.</p>	<p>1. In consideration hereinafter mentioned, the Contractor will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.</p>
<p>2. नियोक्ता ठेकेदार को उक्त निविदा राशि अथवा समय-समय पर देय हाने वाली राशि का उक्त शर्तों में विनिर्दिष्ट तरीके से भुगतान करेगा.</p>	<p>2. The Employer shall pay the Contractor the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.</p>
<p>3. उक्त शर्तों और उनके साथ के अनुबंधों तथा इसके साथ लगे निविदा दस्तावेजों / कार्य आदेश को इस करार के ही एक भाग के रूप में पढ़ा जाएगा और उसका अर्थ भी उसी प्रकार निकाला जाएगा तथा दोनों पक्ष उक्त शर्तों का ससम्मान पालन करेंगे और तथा उक्त शर्तों और इसके साथ लगे दस्तावेजों को स्वीकार करेंगे और उनके अनुसार अपनी-अपनी ओर से इस करार का निष्पादन करेंगे.</p>	<p>3. The said Conditions and Appendix thereto and the Tender documents / Work Order attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.</p>
<p>4. यह करार और इसमें उल्लिखित निविदा दस्तावेजों / कार्य आदेश इस संविदा का आधार बनेंगे.</p>	<p>4. This Agreement and Tender Documents / Work Order mentioned herein shall form the basis of this contract.</p>

<p>5. यह संविदा पूरे कार्य हेतु मद दर संविदा है जिसके अंतर्गत दरों की अनुसूची में दी गई दर पर अथवा उक्त शर्तों में दिए गए प्रावधानों के अनुसार कार्य स्थल पर आवश्यक इन्स्टालेशन करने पर भुगतान किया जाता है.</p>	<p>5. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.</p>
<p>6. ठेकेदार नियोक्ता द्वारा नियुक्त अन्य ठेकेदारों के सभी कार्यों में सहयोग प्रदान करेगा तथा ऐसे कार्य समाप्त होने के पश्चात् दीवारों, फर्शों इत्यादि को हुई किसी भी हानि को ठीक करेगा.</p>	<p>6. The Contractor shall afford every reasonable facility for carrying out of all works of other Contractor employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.</p>
<p>7. इस संविदा पर बिना प्रतिकूल प्रभाव डाले नया कार्य जोड़कर अथवा कार्य को कोई मर्दें हटाकर अथवा इसी कार्य को भागों में करवाने द्वारा इस कार्य की प्रकृति को बदलने का अधिकार नियोक्ता अपने पास सुरक्षित रखता है.</p>	<p>7. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.</p>
<p>8. समय इस संविदा का सर्वाधिक महत्वपूर्ण तत्व होगा, तथा ठेकेदार एतद्वारा यह स्वीकार करता है कि वह कार्यदिश मिलने के दसवें दिन के भीतर उक्त शर्तों में दिए गए अनुसार कार्य/ काम शुरू कर देगा और कार्यदिश प्राप्त किए जाने की तारीख से गणना करते हुए समय को बढ़ाए जाने का प्रावधान होते हुए भी नीचे विनिर्दिष्ट समय सीमा के भीतर पूरा कार्य खत्म कर देगा.</p>	<p>8. Time shall be considered as the essence of this contract, and the Contractor hereby agrees to commence the work/ job within the tenth day of receipt of the work order as provided for in the said conditions and to complete the entire work within the time period prescribed below reckoned from the date of receipt of such work order subject nevertheless to the provision for extension of time.</p>
<p>9. नियोक्ता द्वारा इस संविदा के तहत किए जाने वाले सभी भुगतान सिर्फ मुंबई में ही किए जाएंगे.</p>	<p>9. All payments by the Employer under this contract will be made only at Mumbai.</p>
<p>10. इस करार के संबंध में उठने वाले अथवा इससे किसी भी प्रकार से संबंधित सभी विवाद मुंबई में ही उठे विवाद माने जाएंगे और मुंबई स्थित न्यायालयों को ही उक्त के संबंध में निर्णय लेने का क्षेत्राधिकार होगा.</p>	<p>10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have the jurisdiction to determine the same to the exclusion of all other courts.</p>
<p>11. कि ठेकेदार द्वारा इस संविदा के विभिन्न भागों को पढ़ा और ठेकेदार द्वारा पूरी तरह समझ लिया गया है.</p>	<p>11. That the several parts of this contract have been read by the Contractor and fully understood by the Contractor.</p>
<p>इसके साक्ष्य के रूप में नियोक्ता ने अपने विधिवत प्राधिकृत अधिकारियों के माध्यम से इन विलेखों पर हस्ताक्षर किए तथा ठेकेदार ने इन विलेखों और उक्त दो ड्रूप्लीकेट प्रतियों पर इस दस्तावेज़ में सबसे पहले लिखे गए स्थान और वर्ष व तारीख के दिन अपने हस्ताक्षर किए और अपनी कॉमन सील लगाई. (यदि ठेकेदार कोई कंपनी है तो).</p>	<p>IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written. (If the Contractor is a company).</p>
<p>हस्ताक्षर खंड</p>	<p>Signature Clause</p>
<p>नियोक्ता</p>	<p>Employer</p>
<p>राष्ट्रीय कृषि और ग्रामीण विकास बैंक की ओर से अधोलिखित के हाथों हस्ताक्षरित और सौंपा गया</p>	<p>SIGNED AND DELIVERED by the National Bank for Agriculture and Rural Development by the hand of</p>

श्री (नाम व पदनाम)	Shri (Name & Designation)
उपस्थिति में गवाह सं.1 हस्ताक्षर : नाम : पता : गवाह सं.2 हस्ताक्षर : नाम : पता :	In the presence of: <u>Witness #1</u> Signature: Name: Address <u>Witness #2</u> Signature: Name: Address:
ठेकेदार	Contractor
..... की ओर से अधोलिखित के हार्थों हस्ताक्षरित और सौंपा गया श्री (नाम व पदनाम) गवाह सं.1 हस्ताक्षर : नाम : पता : गवाह सं.2 हस्ताक्षर : नाम : पता :	SIGNED AND DELIVERED by the by the hand of Shri (Name & Designation) Witness #1 Signature: Name: Address Witness #2 Signature: Name: Address

15. UNDERTAKING

Date:-

Name of work : Annual Maintenance Contract for Gardening Services at Bank's Head Office Building and six Residential Colonies in Mumbai for the period from 01.010.2024 to 31.03.2026

Sir,

I/We hereby agree to undertake the above work unconditionally in accordance with the Terms & Condition of your tender document Ref no: DPSP.HO/ /NABARD/Garden service/2024-25/ dated _____ I/We agree that if at any stage any information / documents submitted by us are found to be false, we shall be liable for any appropriate / legal action by NABARD.

Yours Sincerely,

(Signature)

Name & Title of the Authorized Signature

Name of the firm

Address

Office/Agency stamp

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

16. Details of nos. of Gardeners and Supervisor to be deployed			
Area / location	Gardeners (Unskilled)	Common Supervisor (Skilled)	Remarks
NABARD Head Office	5	1	Gardeners and Supervisor shall be deployed as per the direction of office, wherein, one gardener is attached with more than one colony. However, Supervisor is responsible to supervision at all the sites.
NABARD House	2		
NABARD Nagar, Kandivali	2		
NABARD Officers and Staff Quarters, Damodar Park, Ghatkopar	1		
NABARD Park, Santacruz	1		
KVS, Dadar	1		
Nestle II, Parel	1		
Total	13		

Basis for calculation of Minimum wages of Gardener (Un-skilled) and Supervisor(Skilled) subject to revision as per GoI Notification

Part-A – Minimum Wages

	Category	Garden maintenance		Unskilled	
S.No	Description	Basis	No. of labourers	Rate (Rs)	Total Amount (Rs)
1	Total of Basic + VDA for a month (26 X minimum wages per day)	GOI Notification	13	778	262964
2	EPF (The contributions are payable on maximum wage ceiling of Rs. 15000/-)	13%	13		25350
3	ESI (The contributions are payable on maximum wage ceiling of Rs. 21000/-)	3.25%	13		8255
4	Total	S.No. 1 to S.No. 3			296569
5	Total wages per year	12 X S.No.4			35,58,828
6	Total wages for contract (01.09.2024 to 31.03.2026)	19 Months X S.No.4			56,34,811
	Category	Garden Supervisor		Skilled	
S.No	Description	Basis	No. of labourers	Rate (Rs)	Total Amount (Rs)
7	Total of Basic + VDA for a month (26 X minimum wages per day)	GOI Notification	1	948	24648
8	EPF (The contributions are payable on maximum wage ceiling of Rs. 15000/-)	13%	1		1950
9	ESI (The contributions are payable on maximum wage ceiling of Rs. 21000/-)	3.25%	1		0
10	Total	S.No. 7 to S.No. 9			26598
11	Total wages per year	12 X S.No.10			3,19,176
12	Total wages for contract (01.09.2024 to 31.03.2026)	19 Months X S.No.10			5,05,362
	(Unskilled + Supervisor) Sub-total of Part A				61,40,173

17. PRE CONTRACT INTEGRITY PACT

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

Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

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

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

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

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

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

bidding process.

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

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

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

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

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

Section 8 - Independent External Monitor

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

The Independent External Monitor appointed for NABARD is
 Dr. Jagdeep Kumar Ghai
 Flat 1032, A Wing, Vanashree Society,
 Sector 58 A&B, Palm Beach Road,
 Nerul, Navi Mumbai, Pin 400 706.

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

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

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

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

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

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

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

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

Section 9 - Pact Duration

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

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



of NABARD.

Section 10 - Other provisions

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

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

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

Place _____

Date _____

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

18. Proforma of EMD credit details

**Annual Maintenance Contracts for Gardening Services at Bank's Head Office Building
and six Residential Colonies in Mumbai for the period 01.09.2024 to 31.03.2026**

(EMD details to be filled by bidders)

लेखा का नाम NAME OF THE ACCOUNT	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
बैंक का नाम BANK NAME	NABARD
शाखा का नाम BRANCH NAME	HEAD OFFICE, MUMBAI
आईएफएस कोड IFS CODE	NBRD0000002
खाता संख्या ACCOUNT NUMBER (वैन VAN)	NABADMN07

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

Date:

Place:

Signature with seal:

19. Pro-forma of furnishing the Payment details

Annual Maintenance Contracts for Gardening Services at Bank's Head Office Building and six Residential Colonies in Mumbai for the period 01.09.2024 to 31.03.2026

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

Name of the Agency:

Date:

Place:

Signature with seal: