

**बागवानी कार्य हेतु वार्षिक रखरखाव अनुबंध के लिए
निविदा - 01 अप्रैल 2024 से 31 मार्च 2027 तक
(ई-निविदा, GEM के माध्यम से)**



Tender Commencement date	14:00 PM on 30 January 2024
Mode of Tender	Online through GeM portal
Pre-Tender Meeting	11:00 AM on 05 February 2024
Last Date	20 February 2024 at 02:00 PM (21 days)
Opening of Technical Bids	20 February 2024 at 03:00 PM
EMD Amount,	Rs. 34,000/-
Period of Contract Proposed	01 st April 2024 to 31 st March 2027. (03 years, with periodical performance reviews)
No. of Manpower	06 nos. unskilled worker (05 – Staff Quarters, 01 – Office Premises)
Pre-Tender IP required	Yes

Notice Inviting Tender**बागवानी कार्य हेतु वार्षिक रखरखाव अनुबंध के लिए निविदा (ई-निविदा, GEM के माध्यम से) – 01 अप्रैल 2024 से 31 मार्च 2027 तक**

राजस्थान क्षेत्रीय कार्यालय, जयपुर एवं नाबार्ड आवासीय परिसर, जयपुर में बागवानी कार्य हेतु वार्षिक रखरखाव अनुबंध के लिए पात्र निविदाकर्ताओं से दो भागों में निविदाएँ आमंत्रित करता है, निविदा में उल्लिखित नियम निम्नानुसार है:

Tender Title	Tender for Annual Maintenance Contract for providing gardening services at NABARD Staff Quarters, Jaipur and NABARD Rajasthan Regional Office, Jaipur for the period 01 st April 2024 to 31 st March 2027.
Tender Commencement date	14:00 PM on 30 January 2024
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Pre-Tender IP required	Yes

यह निविदा केवल <https://gem.gov.in> पर प्रस्तुत की जानी है। निविदा फॉर्म नाबार्ड के वेबसाइट (www.nabard.org) एवं CPPP पोर्टल से मुफ्त में डाउनलोड की जा सकती है।

निविदा भाग – I (Technical Bid) और भाग – II (Financial Bid) केवल GeM पोर्टल पर प्रस्तुत की जानी है। अन्य किसी भी रूप या पेपर/फ़ैक्स/ईमेल/पोस्ट के माध्यम से प्रस्तुत निविदा स्वीकार नहीं की जाएगी।

नाबार्ड के पास निविदा में उल्लिखित तारीखों को बदलने का अधिकार सुरक्षित होगा, जो की उपरोक्त वेबसाइट पर, शुद्धिपत्र (Corrigendum) के रूप में प्रदर्शित किए जाएंगे।

कृपया ध्यान दें कि वांछित जानकारी, निविदाकर्ता द्वारा निर्दिष्ट प्ररूपों में प्रदान करने की आवश्यकता है। निविदाकर्ता, निविदा की तैयारी और प्रस्तुति से संबंधित सभी लागतों का वहन स्वयं करेगा। निविदा का परिणाम जो भी हो, किसी भी स्थिति में नाबार्ड किसी भी तरह के लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा।

इस टेंडर डॉक्युमेंट में बताए अनुसार टेंडर ऑफर के साथ रु. 34000/- की अर्नेस्ट मनी राशि (Earnest Money Deposit) नाबार्ड के निम्नलिखित खाते में जमा करनी होगी। ईएमडी के बिना प्रस्तावों को अस्वीकार कर दिया जाएगा।

Account Name: National Bank for Agriculture and Rural Development

Bank : NABARD

Branch: Head Office, Mumbai

Account Number (VAN) : NABADMN16

IFSC : NBRD0000002

EMD जमा करने के उपरांत ईएमडी के विवरण को dpsp.jaipur@nabard.org पर भेजने का कष्ट करें ।

इच्छुक निविदाकर्ताओं को <https://gem.gov.in> पर निविदा डालने की अंतिम तिथि तक अथवा उससे पूर्व नाबार्ड राजस्थान क्षेत्रीय कार्यालय, जयपुर के साथ Pre-Contract Integrity Pact (रु. 200/- के स्टॉप पेपर पर) निष्पादित करना होगा तथा सभी इच्छुक निविदाकर्ताओं को निष्पादित Pre-Contract Integrity Pact को "Original Hard Copy" में नाबार्ड, राजस्थान क्षेत्रीय कार्यालय, 03, नेहरू प्लेस, टॉक रोड, जयपुर – 302015 में, निविदा डालने की अंतिम तिथि एवं समय तक या उससे पहले, अनिवार्य रूप से जमा करना होगा। ऐसा न करने पर वे निविदा डालने के लिए पात्र नहीं होंगे तथा निविदा को खारिज कर दिया जाएगा।

निविदा प्रस्तुत करने के लिए विनिर्देश (Specifications), नियम और शर्तें (Terms and Conditions), कार्य का दायरा (Scope of Work) और प्रोफॉर्मा आदि निविदा दस्तावेज़ और उसके परिशिष्ट / विवरण में वर्णित हैं। निविदा प्रस्ताव को उन निविदाकर्ताओं या उनके प्रतिनिधियों की उपस्थिति में खोला जाएगा जो निविदा खोलने के लिए उपस्थित होना चाहते हैं।

भवदीय

-sd-

(कैलाश पाहवा)

उप महाप्रबंधक

Part I – Technical Bid

1. FORM OF TENDER
2. Annexure I - INSTRUCTIONS TO THE BIDDERS FOR FURNISHING INFORMATION AS A PART OF PRE-TENDER QUALIFICATIONS ELIGIBILITY CRITERIA
3. Annexure II - INSTRUCTIONS TO THE BIDDER
4. Annexure III - GENERAL INSTRUCTIONS TO THE CONTRACTORS AND GENERAL CONDITIONS OF CONTRACT
5. Annexure IV – SCOPE OF WORK
6. Annexure V - SPECIAL TERMS & CONDITIONS
7. Annexure VI – SAFETY CONDITIONS OF THE CONTRACT
8. Annexure – VII – MANPOWER REQUIRMENT
9. Annexure VIII - AGREEMENT
10. Annexure IX – INDEMNITY BOND
11. Annexure X – PRE CONTRACT INTEGRITY PACT

Part II – Price Bid

1. Price Bid – Schedule of Quantities

**Annual Maintenance Contract for providing gardening services at NABARD Rajasthan, Regional Office, Jaipur and NABARD Staff Quarters, Jaipur for the period 01st April 2024 to 31st March 2027 (03 years)
(E-Tender through GEM Portal)**

**Part - I
Technical
Bid**

FORM OF TENDER

Tender for Annual Maintenance Contract for providing gardening services at NABARD Rajasthan, Regional Office, Jaipur and NABARD Staff Quarters, Jaipur for the period 01st April 2024 to 31st March 2027 (03 years).

Please Note: Works/Work here and elsewhere in the tender shall mean Annual Maintenance Contract for providing gardening services for NABARD Regional Office and NABARD Staff Quarters for the period 01st April 2024 to 31st March 2027.

The Chief General Manager,
National Bank for Agriculture and Rural Development,
Rajasthan Regional Office,
03, Nehru Place, Tonk Road,
Jaipur, Rajasthan – 302015

Dear Sir

1. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said conditions of the Contract Agreement annexed thereto.

2. Our Bankers are: (i.)

(ii.)

3. Address of the firm :

Tel. No:

Fax:

Email:

Mobile No(s):

i) _____ ii) _____

Name of the person(s) authorised to sign the contract

i) _____ ii) _____

iii) _____

4. Name of the partner(s) of the firm authorised to sign the contract

i) _____ ii) _____

iii) _____

5. The names of the Partners/Directors of our firm are

i) _____ ii) _____

iii) _____

6. I / We have examined and understood the Scope of Works and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the tender invited by you.

7. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.

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

9.I / We agree to pay all Government (Central and State) Taxes such as trade tax, Excise Duty, Octroi, GST, Income etc. as applicable and other taxes prevailing from time to time and the rates quoted by us in the tender are inclusive of the same.

10. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates or any other reasons whatsoever during currency of the contract period (i.e. up to 31st March 2027) except only if the minimum wages are revised and contract rates are lower than the revised minimum wage rates or change of GST.

11. I / We have already executed pre-bid pre-contract Integrity Pact as per the proforma given in the tender document (as per relevant stamp act of the state).

i) _____ ii) _____

iii) _____

NAME OF THE PERSON(S) AUTHORISED TO SIGN AND
SUBMIT THE TENDER

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

YOURS FAITHFULLY

(SIGNATURE OF THE BIDDER with Seal)

NAME AND ADDRESS OF THE BIDDER
AND SEAL

DATE:
PLACE

KYC: DETAILS OF BANK ACCOUNT

1.	Name of the Vendor/Firm	
2.	Name of the Account Holder	
3.	Address of the Vendor/Firm	
4.	Name of the Bank, Branch and Address	
5.	Bank Code and Branch Code	
6.	IFS Code of the Bank Branch	
7.	Type of Account (Saving/Current/Cash Credit)	
8.	Account Number	

Note: Please also enclose a CANCELLED CHEQUE in respect of above account number.

Signature of the Bidder with seal and date:

ANNEXURE I
INSTRUCTIONS TO THE BIDDERS FOR FURNISHING INFORMATION AS A PART OF PRE-TENDER QUALIFICATIONS ELIGIBILITY CRITERIA

1. The work involved is Tender for Annual Maintenance contract for providing gardening services for NABARD, Rajasthan Regional Office and NABARD Staff Quarters for the period 01st April 2024 to 31st March 2027. Scope of work and services to be provided are indicated in the “Scope of Work” of this tender. The Bidders are advised to visit all the sites, conduct survey of the existing arrangements to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.
2. The contractors should have experience of similar works during the last 7 years (ending 31.03.2023) and who fulfill the following criteria are eligible to tender: -
 - a) Should have carried out minimum 1 similar work with Govt/PSUs during last 3 years (ending 31.03.2023) with contract value (costing individually) not less than Rs. 13.50 lakh.

OR

 - b) Should have carried out minimum 2 similar works with Govt/PSUs during last 3 years (ending 31.03.2023) with contract value (costing individually) not less than Rs. 8.50 lakh.

OR

 - c) Should have carried out minimum 3 similar works with Govt/PSUs during last 3 years (ending 31.03.2023) with annual contract value (costing individually) not less than Rs. 7.00 lakh.
 - d) The Bidders should have average Annual Turnover of Rs. 5.00 lakh each year during the last three years ending 31 March 2023 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.
 - e) IT returns of last three consecutive financial years – 2020-21, 2021-22 & 2022-23.
3. Copies of Work Orders and Satisfactory Service Certificates from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies, etc. during the last seven years. “Similar Works” means experience in executing Annual Maintenance contract for providing gardening services in similar Government / PSUs / Public Sector Banks / Autonomous Bodies, etc. having registered office or such similar setup in India.
4. The Bidders should have applicable registrations (PAN, TIN, TAN, GST, ESI, EPF etc.) supported with documentary evidence and licenses, permissions, approvals issued by

appropriate authorities such as Labour enforcement and other statutory authorities, wherever applicable and furnish copies of the same with tender (with the Pre-Qualifying Bid).

5. The agency should mandatorily have a registered office in Jaipur, Rajasthan. Supporting document of registered office to be submitted.
6. Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
7. Contractors should be registered under ESI and EPF act and should have a valid PF code number and all the employees of the contractor to be deployed by them should be enrolled as member of EPF and should have a PF number. Documents relating to the same i.e. ESI & EPF should be submitted in the Technical Qualification bid i.e. Part-I of the tender in the additional details link on GeM portal.
8. Bidders are requested to submit the documents in PART - I (Technical bid) for examining their qualification/suitability. Opening of PART - II (Financial Bid) will be subject to satisfying the prescribed eligibility criteria.
9. References of clients / particulars of bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executives / officials.
10. Intending Bidders are required to submit their full bio-data giving details about their organisation, experience, personnel in their organisation, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed statement which will be kept confidential.
11. The Contractor should arrange to obtain necessary insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy (CAR policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD immediately after award of work. The CAR policies are required to be at least for 1.25 times of the contract value.
12. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of Bidders to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.
13. If required, the Bank will obtain reports on past performance of the Bidder from his clients and bankers and evaluate the said reports before opening of the PART-II (Financial Bid) of the tenders. If any Bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after qualifying the PART-I (Technical Qualification Bid) of the tender and

PART-II of the tender will be rejected. The Bank is not bound to assign any reason for rejecting the tender.

14. After scrutiny of Part-I (Technical Qualification Bid), if any of the Bidders is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further and will be rejected.
15. Applications containing false and/or inadequate information are liable for rejection.
16. While filling up the application with regard to the list of important projects completed or on hand, the applicants shall only include those works which individually cost not less than the specified amount.
17. Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, Rajasthan Regional Office, 03, Nehru Place, Tonk Road, Jaipur, Rajasthan – 302015.

I/We have read and understood the instructions contained herein above and are acceptable to us.

Date:

Place:

Address

Signature of the Bidder with seal

ANNEXURE - II
INSTRUCTIONS TO THE BIDDER

1. All the pages of the Tender Document shall be signed by the Bidder.
2. NABARD takes no responsibility for delay / loss in non-receipt of Tender Documents.
3. EMD amount of Rs. 34000/- is to be submitted to NABARD, in the following Bank Account:

Account Name: **National Bank for Agriculture and Rural Development**

Bank : **NABARD**

Branch: **Head Office, Mumbai**

Account Number (VAN) : **NABADMN16**

IFSC : **NBRD0000002**

4. "Retention Money Deposit" i.e. RMD of 5% of accepted value of the tender (annual charges) shall be directly credited to our current account (details given above in below) by the successful Bidder within 15 days of intimation to him of acceptance of tender. The RMD will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work. This forfeiture is independent of the liquidated damages provided for in the Contract.
 5. The RMD will be released after 30 days from the expiry of the satisfactory AMC period and will not bear any interest.
 6. The Tender / Quotation shall be submitted as per procedure of GeM as PART-I (Pre-qualification Bid) and PART-II (Financial Bid) as the case may be, should be submitted in the GeM portal.
 7. Bids submitted by unauthorized agents and FAX / Posts shall not be entertained.
 8. Bidders are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NABARD before quoting the rates.
 9. If last date of receipt of Tender / Quotation and opening date is a holiday, then submission and opening of Tenders / Quotations shall be shifted to next working day without any change of time and venue.
 10. The Bidders should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tenders may be rejected without making any reference to the Bidders.
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11. No Bidder will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted. In case any Bidder withdraws his/her tender during the validity period or is subsequently found to have sublet the same, the EMD amount received from such Bidders shall be forfeited.
12. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, in such case the amount given in words will be considered final.
13. Notwithstanding anything stated above, NABARD reserves the right to assess the Bidders capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.

DECLARATION BY THE BIDDER

1. I/we hereby declare that I/we have read and understood the General instructions, General conditions of Contract, detailed specifications and the conditions of work, etc. and hereby agree to abide by them.
2. I/we hereby confirm that the tender shall remain in force and valid for acceptance for a period of not less than 90 (ninety) days from the date of opening of the financial bid.
3. I/we also note that any additions, clarifications, etc. which we would like to bring to your attention are put in a separate sealed covering letter. I/we have ensured that only relevant entries asked for are made in the tender documents. Entries other than the relevant entry shall make the tender invalid.
4. I/we hereby confirm we will abide by the minimum wages Act as per Govt. orders revised from time to time.

DATE :

SEAL & SIGNATURE OF THE BIDDER

PLACE:

ANNEXURE – III
GENERAL INSTRUCTIONS TO THE CONTRACTORS
AND GENERAL CONDITIONS OF CONTRACT

1. Bidders are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
 2. Quoted Service Charges should be workable and reasonable and should include the following:
 - a) Incidental and all overheads and profits.
 - b) Service Charge quoted should include all Taxes, Duties, Octroi, Levies, Wages as per relevant Act, service charges etc. as applicable and should be firm for the entire Contract period. Under any circumstances, no price escalation whatsoever shall be entertained during the contract period except revision in minimum wages & taxes.
 - c) Cost of Uniform and Tools and Machinery.
 - d) The contractor would be required to furnish an analysis for scrutiny of the Service Charges, as and when called for, by NABARD.
 3. If a bidder quotes impracticably low (or high) service charges i.e., less than or equal to 4% and more than 7%, the bid shall be treated unresponsive and will not be considered for further evaluation and will be disqualified. Service charges should be written in percentage (%) and in figures.
 4. Monthly payment will be made based on bill submitted by the contractor and certified by the Assistant Care Taker/ Caretaker to the effect that the services are provided as per the contract agreement. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/Caretaker) after completion of the respective work on the formats enclosed / given for respective work and should submit all these with the bill.
 5. Separate orders will be issued by NABARD in respect of additional works (if any) which are not covered under the comprehensive monthly charges. The bills for the same are to be submitted within a period of one month after completion of the work. NABARD may reject any claim made after the stipulated period. The bills for the works carried out without proper work slips/ work order will be rejected and no further representation will be entertained.
 6. GST-TDS, IT-TDS, Works Contract Tax, Goods and Service Tax and other taxes as applicable, will be deducted from total payment due to the Contractors.
 7. NABARD will not be under any liability to pay any compensation to the persons deployed by the contractor if they sustain any injury etc., while discharging the duties in the said premises. The contractor shall get them insured against any liability or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover for his employees at his cost and should be responsible for the safety of persons employed by him.
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The Contractor shall be fully responsible and shall compensate NABARD in the event of any damage to person 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 workforce.

8. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.
 9. The contractor shall deploy such minimum number of qualified and experienced staff as indicated in tender by the contractor, to ensure that the work is attended in time as per the scope of work of the tender, to the satisfaction of NABARD.
 10. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules.
 11. The contractor shall pay the personnel deployed in NABARD, their wages in accordance with the minimum Wages Act, 1948 on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed in NABARD. Tenders/bids not complying with the minimum wage payment will be rejected.
 12. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/ compensation/absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other act related thereto.
 13. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be responsible in any manner in the event of non-compliance with various labour laws in force by the contractor and the onus of compliance lies solely with the contractor. **The contractor is advised to maintain attendance register of his staff employed at sites and wage register for payment (at least minimum wages as per Centre Govt.)** with all records up to date as per the labour regulations. The contractor may be asked to submit the monthly payment records to the staff employed by him. The contractor is advised to ensure that the payment is regularly credited to the bank account of the individual staff employed within the time schedule of Labour laws and pay slips for
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respective payments are duly issued regularly. NABARD may ask for past pay slips and payment records to be submitted along with the monthly bill.

14. The contractor should ensure payments to the employed personnel as per latest Minimum Wages Act. Further, the payment to be disbursed to the contract staffs in the presence of the NABARD's representative on or before seventh (7th) of every month irrespective of the fact that previous monthly bill is paid or not by NABARD.
 15. Contractor shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract, if ESI & EPF Act is applicable to the contractor as per law. The rates quoted by the contractor should be inclusive of employer's share of ESI & EPF contributions for this contract. The contractor should submit proof of payment (counterfoils) as and when called for by NABARD towards ESI & PF with monthly bill & other documents such as registration number, photo card etc.
 16. The Contractor should be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.
 17. The contractor shall ensure regular payment to his staff posted for the captioned work and the payment made to his staff should not be less than the minimum wages notified by the Central Govt. from time to time and make available for inspection of the Bank the relevant records.
 18. The manpower deployed by the contractor should be in neat uniform, polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously. No additional payment shall be made if contractor keep more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provision.
 19. The manpower deployed by the Contractor should report to site supervisor as per timings agreed upon and decided by the Bank. A register will be kept at site on all the locations showing attendance on day-to-day basis and which will be countersigned by the site supervisor at the time when contractor's worker arrives & sign at site. A copy shall be presented along with the Contractor's monthly bill.
 20. The Contractor shall abide by all the requirements of maintenance from time to time and shall strictly follow the obligation required by NABARD.
 21. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
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22. The Contractor or his authorised representative should visit the site frequently as required by NABARD and meet Officials for any clarifications and to receive instructions.
 23. The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of NABARD on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients. The contractor shall fully compensate NABARD for such damage/loss. The decision of NABARD in this regard shall be final and binding.
 24. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary, without any notice.
 25. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves to itself 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.
 26. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
 27. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
 28. The work should be carried out with least inconvenience to the staff members of NABARD. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, wearing of uniforms, interpersonal relation with the staff. The contractor shall provide photo identity card and uniform to its workers including the leave reserves. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.
 29. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. The Contractor shall assist NABARD fully in respect of any liaison with the Municipal/Police or any other authority for necessary approval / permission with regard to the AMC works.
 30. The Contractor shall provide documentary proof of police verification for each and every personnel deployed with NABARD and replacement, if any, shall also be brought into effect.
 31. EXIT:
 - i) First three months will be on a trial basis. If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period
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of 15 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, any day after the expiry of the said notice period.

- ii) After three months in the contract, the contract is liable for termination by giving one-month notice by the Bank and three months' notice by the contractor.

32. The contractor shall arrange to weekly meeting of all the personnel deployed at NABARD premises.
 33. Contractors should provide 2 sets of uniforms and one set of shoes of approved colour every year for the employees deployed in NABARD at his own cost. Uniforms should contain name of the agency. ID card to be provided to every staff by contractor.
 34. The contractor shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or on leave.
 35. NABARD will not be responsible for contractor's materials.
 36. The contractor shall provide everything necessary for the proper execution of the works.
 37. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.
 38. No advance payment shall be made. Further, Contractor will not link payment to his manpower with the settlement of bills by NABARD.
 39. VALIDITY OF TENDER: 90 Days from the date of opening of the Tenders.
 40. If in the opinion of NABARD, the work done by the contractor is not satisfactory, NABARD may decide depending upon the merit of the work to deduct such amount from the monthly bill amount as it may deem fit.
 41. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.
 42. Contractor shall extend necessary help to other Contractors engaged by NABARD under separate contract for their respective work.
 43. Contractor shall be required to furnish NABARD, as and when required, the following:
 - (i) The Power of Attorney, name and signature of his authorized representative, who will be in- charge of execution of this contract.
 - (ii) Registration certificate copies.
 - (iii) Wage Book, Muster Book pertaining to staffs engaged under this contract.
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- (iv) Validity of Insurance Policies, Labour Contract License relating to staff engaged at NABARD site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.
 - (v) Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by him. Any damage caused wilfully or in negligence to the works executed, shall be borne by him. The penalties mentioned in Service Level Agreement (SLA) given in GeM portal shall be applicable.
44. The contractor shall remove from work any worker who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of NABARD.
45. The manpower deployed by the contractor for discharging the contractual obligations under the contract shall be the employees of the contractor. NABARD shall in no way be connected with such manpower and they shall have no claim whatever against NABARD.
46. The Contractor shall at his own cost and expenses provide all the materials, labour, supervision tools, plant apparatus, ladders, trolleys, conveyance, uniforms etc. required for execution of the work covered by this contract to the entire satisfaction of NABARD.
47. Notwithstanding anything contained therein the labourers, workmen, supervisors and other employed persons by the Contractor for the purpose of the works shall for all purposes be regarded as the Contractor's employees. Therefore, neither the contractor nor any of such employees shall have any right to complain or claim against NABARD. NABARD also shall have no concern with them and shall not be liable to make any payment to or any contribution on account of them.
48. a) The tender is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their bids/ offers.
- b) The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.
- c) The purpose of this tender is to provide the bidders with information to assist the formulation of their bids/ proposals. This tender does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and, wherever necessary, may obtain independent advice.
- d) Bank makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.
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- e) The contract shall be valid up to three years i.e, 01 April 2024 to 31 March 2027. The bank also reserves the right/option to extend the validity of this contract at the same rates for a period as may be decided by the Bank and on the same terms and conditions, with consent from the vendor.
- f) Forfeiture clause: In case of negligence/dereliction of duty by contractor and it's staff, the above contract shall be terminated without giving any notice by the Bank and the security deposit shall be forfeited.
- g) Recovery of GST-TDS, income tax, education cess, work contract tax, goods and service tax etc. as applicable & in force shall be deducted from the bill during the currency of the contract.

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

DATE:
PLACE:
ADDRESS

Signature of the Bidder
NAME AND SEAL

ANNEXURE – IV
SCOPE OF WORK

- (1) Periodical inspection at least once in fortnight of all the plants in NABARD premises.
- (2) The plants in all the premises of NABARD to be watered at least once daily.
- (3) The plants are to be properly pruned every fortnight.
- (4) Manure to be provided for the plants on quarterly basis.
- (5) Providing the service of gardener as per requirement to attend regular maintenance and replacement of the dried plants in all premises.
- (6) In case any plants dry up or wither away due to improper maintenance the same is to be replaced within 7 days of time, failing which the cost, as deemed necessary by the Bank, shall be deducted from the bill/s.
- (7) The plants kept inside the premises or in the shade has to be kept in the sun once a week and the rotation should be maintained without fail.
- (8) Any plants that dries up should be brought to the notice of the Assistant Caretaker/Caretaker of the section without fail.
- (9) The Gardening services should be available as and when required by bank.

Place:

Signature of the authorized signatory

Date:

of the contractor / Tenderer

ANNEXURE – V

SPECIAL CONDITIONS OF THE CONTRACT

1. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract."
2. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
3. Contractor shall maintain job cards and a proper Record/Register indicating reasons for not attending to any particular work time schedule. The periodicity and expected schedules are given in the scope of work and the amount of deduction/penalty beyond that period for pending work as well as for any substandard work will be as under:

Nature of work	Time of completion	Penalty for delay
All items indicated in scope of works based on their periodicity	As given in scope of works	Rs. 500 per day per pending work

4. Penalty clause: In case of absence of workers proportional per day wages pertaining the absent contract labour will be (minimum specified in the price bid), deducted. The contractor labour will be allowed weekly off on a Sunday. However, if NABARD requires the required manpower needs to be supplied during Sunday also, the expenditure incurred for the same will be paid as per the rate quoted in the tender.
 5. If the contractor fails to deploy the number of manpower as required under the agreement / tender and such absence of manpower in each category of workmen exceeds 15% or more of total man days in a month, then a penalty of Rs. 550.00 per day shall be imposed on the contractor for all absent days including 15% of the absences during the month. The amount of penalty shall be adjusted from the amount payable to the contractor and shall not be deducted by the contractor from the wages payable to the workmen.
 6. Additional Penalty: If the contractor continues to fail to engage sufficient workers and does not show sufficient progress in attending to the works, NABARD may, after issuing written
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notices, levy additional penalty at its discretion, which will be recovered from the Contractor's bill.

7. In case of emergency work, no extra payment for working in odd hour will be made. Payment shall be made as per regular wages.
8. The property will be handed over to the Contractor for gardening works on 'as is where is' basis and the contractor shall be required to carry out pending works at his cost and continue to ensure proper service to a reasonably satisfactory level.
9. NABARD reserves the right to make amendments in the scope of work or the number of labours during the contract period.

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 (both inside and outside) and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

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

Place:

Date:

(SIGNATURE OF THE TENDERER)

Name:

Seal:

ANNEXURE – VI
SAFETY CONDITIONS OF THE CONTRACT

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

A. General

1. Smoking and chewing pan/ tobacco/ gutkha / any other drugs, consumption of alcohol etc. are prohibited in the building.
2. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of his staff in the premises.
3. Staffs will not be allowed to stay overnight in the said premises after their duty hours and they will not be entitled to kitchen/Stay/housing facility in the said premises.
4. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.
5. Penal action will also be taken if the contractor's supervisors and workmen/ work women 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.
6. 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.

We/I agree to the safety conditions and to ensure compliance with the same fully.

Signature of the Bidder with seal and date:

ANNEXURE - VII
MANPOWER REQUIREMENT

Area /location	Manpower – Gardening Works (Unskilled)	Timings	Remarks
NABARD Rajasthan Regional Office, 03, Nehru Place, Tonk Road, Jaipur, Rajasthan - 302015	01	Monday to Friday 09:00 AM to 17.00 PM	The worker shall attend duties on Sundays at NABARD Staff Quarters.
NABARD Staff Quarters Model Town, Malviya Nagar, Jaipur, Rajasthan - 302017	05	Monday to Saturday 08:30 AM to 16.30 PM	-
Total	06		

(SIGNATURE OF THE TENDERER)

Place:

Name:

Date:

Seal:

Note: All the works indicated above will be from Monday to Saturday. One day weekly off should be given to the staff.

Option Clause: The tender rates shall be fixed and applicable for any increase up to 100% in the tendered quantities. The Employer can decrease any quantities to any extent as per requirements and the contractor will be paid the service charge only on the pro-rata basis calculation as indicated in the financial bidding. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account.

ANNEXURE - VII
AGREEMENT

THIS AGREEMENT is made at Jaipur on this day of2024
BETWEEN

National Bank for Agriculture and Rural Development, a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Rajasthan Regional Office, 03, Nehru Place, Tonk Road, Jaipur, Rajasthan - 302015 , herein after referred to as “NABARD” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the ONE PART.

AND

Shri./M/s.....(Individual/Proprietorship/partnership firm/Company) incorporated/registered underAct, or R/o, and having its (place of business or Office)

at

.....hereinafter referred to as ‘Vendor’ (which expression shall unless repugnant to the context meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS the NABARD is desirous of carrying out the work of Tender for Annual Maintenance contract for providing gardening services for NABARD Regional Office for the period 01st April 2024 to 31st March 2027 and has caused specifications describing the work to be done and prepared by Rajasthan Regional Office, NABARD.

AND WHEREAS the Vendor has visited the site and fully understood the existing conditions of site for execution of work.

AND WHEREAS the Vendor 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 thereunder (hereinafter referred to as “the said contract amount”).

NOW, THE AGREEMENT WITNESS THAT IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:-

1. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the vendors shall upon and subject to the said conditions annexed, carry out, execute and complete the supply/work shown in the contract, described by or referred to in the schedule of quantities and in the said conditions.
 2. The said Conditions and Appendix thereto and the documents 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.
 3. The Scope of work and all the terms and conditions as enumerated in this tender is part and parcel of this agreement and binding on the parties. The vendor shall ensure that all items of work specified in the scope of work is attended to. In case of difference between the tender document and this agreement, the agreement will prevail.
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4. This Agreement and documents mentioned herein shall form the basis of this contract.
 5. NABARD reserves to itself the right of altering the nature/quantum of the work by adding to or omitting any items having portions of the same carried out without prejudice to this Contract.
 6. The Vendor shall provide to NABARD a security deposit of Rs..... (Rupees _____ Only) (Interest Free).
 7. In case of breach of any terms and conditions attached to this contract, the Security Deposit of the Vendor will be liable to be forfeited by NABARD besides annulment of the contract.
 8. In case any of the documents furnished by the Vendor is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract.
 9. The NABARD shall pay the vendor the said contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
 10. 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.
 11. All payments by the NABARD under this contract will be made only at Jaipur.
 12. The Vendor shall afford every reasonable facility for carrying out all works of other Contractors employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.
 13. The Vendor shall indemnify and keep indemnified, defend and hold good NABARD, its staff and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Vendor or their personnel on account of misconduct, omission and negligence by the Vendor or his staff.
 14. The Vendor shall ensure proper conduct of its personnel in NABARD's premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
 15. NABARD shall not be responsible for any damages, losses. Claims, financial or other injury to any person/s engaged by Vendor in the course of their performing the functions/works, or for payment towards any compensation.
 16. Time shall be considered as the essence of this contract, and the Vendor hereby agrees to commence the work/ job on the next 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.
 17. NABARD reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
 18. DISPUTE RESOLUTION
 - (a) In case of dispute regarding the quality of work and product / unsatisfactory services etc., the final authority will rest with the Chief General Manager, NABARD, Jaipur and the same will be binding on the Vendor.
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(b) In the event of any claim, difference, dispute or controversy and questions whatsoever arising between the parties under this agreement and subsequent agreement shall in the first instance, be attempted to be resolved between the parties themselves.

(c) If the dispute cannot be resolved through consultations between the Parties within 30 (thirty) days after 1(one) Party has served a written notice on the other Party requesting the commencement of such discussions, any Party may thereafter in writing, demand that the dispute be finally settled by an arbitration comprising of sole arbitrator mutually appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996 or any modifications thereof. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the parties to this Agreement and shall have prior experience as Arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Jaipur. The language of arbitration shall be English.

(d) The award of the arbitrator/s so appointed shall be final and binding on the parties.

(e) Work under the contract shall be continued by the Vendor during the arbitration proceedings unless otherwise directed in writing by NABARD. No payment due, or payable by NABARD, to the Vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof

19. If the vendor becomes insolvent or found to have offered any bribe in connection with the contract or the Vendor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said security deposit and recover from the Vendor any loss suffered by NABARD on account of the contract being terminated.
20. This agreement is being executed in duplicate, NABARD shall keep the original and the Vendor shall keep the duplicate.
21. The Vendor shall bear the expenses for stamp duty on this agreement for both the original and the duplicate copy.
22. That the several parts of this contract have been read by the Vendor and fully understood by the Vendor.

IN WITNESS WHEREOF the NABARD and Vendor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

IN WITNESS WHEREOF the NABARD has set its hand to these presents through its duly authorized official and the Vendor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

SIGNATURE CLAUSE:

SIGNED AND DELIVERED BY the National Bank for Agriculture and Rural Development by the hand of.....

Signature

Name & Designation

In the presence of.....

Signature

Name & Address

Signed and sealed by the vendor by the

Hand of Shri/Smt.and duly
constituted attorney. If the Vendor signs under its common seal, the signature clause should tally
with the sealing clause in the articles of association. If the vendor is signing by the hand of power
of attorney, then whether a company or individual to be specified:

Signature of the Vendor

Name of the authorized official Address:

In presence of Shri/Smt.

Signature

Name & Address

ANNEXURE - IX

Letter of Indemnity and Undertaking

(To be submitted by the successful bidder)

To
The Chief General Manager,
National Bank for Agriculture and Rural Development
Rajasthan Regional Office,
03, Nehru Place, Tonk Road,
Jaipur, Rajasthan - 302015

Sir

Subject: Letter of Indemnity and Undertaking

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to avail Gardening services at NABARD Rajasthan Regional Office, Jaipur as per this tender and which are hereinafter for brevity sake referred to as Gardening services, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the _____(contractor/bidder) hereby declare and certify that we are the rightful owners/ licensees of the said service offered to NABARD and that the sale of the said service to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said _____(contractor/bidder) hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said _____(contractor/bidder) hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any third party claims in respect of any damages or compensation payable in

consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

Yours faithfully

(Name and Designation) of Authorized Official Signature

ANNEXURE - X

PRE-CONTRACT INTEGRITY PACT

(in Rs. 200/- 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, Annual Maintenance Contract For Providing Gardening Services for NABARD Rajasthan, Regional Office, Jaipur and NABARD Staff Quarters, Jaipur for the period 01st April 2024 to 31st March 2027 (03 years). 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 cartelisation 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 Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor

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

The Independent External Monitor appointed for NABARD is:

Dr. Sanjay Kumar Panda, IAS (Retd) 515, Ward No.3 Sideshwar Sahi Cuttack City, Cuttack district Odisha 753 008
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(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 Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 – Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Rajasthan Regional Office of the Principal, i.e., Jaipur.

(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)

(For & on behalf of the Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1:

Witness 2:

**Annual Maintenance Contract for providing gardening services at NABARD Rajasthan, Regional Office, Jaipur and NABARD Staff Quarters, Jaipur for the period 01st April 2024 to 31st March 2027 (03 years)
(E-Tender through GEM Portal)**

PART – II

PRICE BID

PREAMBLE TO SCHEDULE OF QUANTITIES

The Annual Maintenance contract is for providing gardening services for NABARD Rajasthan Regional Office for the period 01st April 2024 to 31st March 2027.

1. Preamble to schedule of quantities form a part of schedule of quantities for contractual purpose and should be studied carefully prior to filling up the schedule of quantities.
2. Schedule of quantities supersedes Technical specifications, General and Particular conditions of Contract in case there are any discrepancies between any of these sections.
3. Items are described to the best possible extent in schedule of quantities. However, should there be any clarifications required about any item, the same should be done by the bidder prior to quoting final rate for a particular item. No claim for any unclear and missing information shall be entertained after opening of the financial bid and also once the contract is awarded.
4. If no rate/amount is mentioned against any of the items in Financial Bid, the same shall be considered to be covered in the quoted items, or the tender may be rejected at the discretion of NABARD.
5. Notes given in the Financial Bid should be read carefully before quoting the rates.
6. All quoted rates shall be inclusive of all taxes including goods and service tax, wages, etc. as per minimum wages Act etc. unless otherwise stated. No other claim whatsoever in this respect shall be entertained.
7. Income Tax, Works Contract Tax or any other Tax as applicable will be deducted from any payment due to the Contractors. The Contractor shall furnish necessary documentary evidence related to PAN and Certificate for Registration under Works Contract Tax/ Goods and Service Tax.

(Name and Designation) of Authorized Official Signature

PENALTIES

1. If in the opinion of NABARD the work done by the contractor is not satisfactory, NABARD may decide depending upon the merit of the work to deduct such amount from the monthly bill amount as it may deem fit.
2. Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by him. Any damage caused will fully or in negligence to the works executed, shall be borne by him. The penalties mentioned in Service Level Agreement (SLA) given in GeM portal shall be applicable.
3. Forfeiture clause: In case of negligence/dereliction of duty by contractor's staff, the above contract shall be terminated without giving any notice by the Bank and the security deposit shall be forfeited.
4. Recovery of GST-TDS, income tax, education cess, work contract tax, goods and service tax etc. as applicable & in force shall be deducted from the bill during the currency of the contract.

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

DATE:
PLACE:

Signature of the Bidder
NAME AND SEAL

PRICE BID
Manpower for Gardening

	Particulars	Remarks	Rates / %age	Amount per month (Rs.)
a	Unskilled Gardener			
i.	Basic Wages plus VDA	For 26 days (as per latest Central govt. minimum wages)	628	16328
ii.	EPF, EDLI & Admin Charges	% of (i) (max. limit of basic wage & VDA is 15000pm)	13%	1950
iii.	ESIC	% of (i)(max. limit of basic wage & VDA is 21000.00 pm)	3.25%	530.66
	Wages for 01 worker			18808.66
	Total Wages for 06 manpower (unskilled), rounded off			112852.00
	Service charge to be quoted (in percentage and in amount)		Min 4%	
	GST @ 18 %			
	Total cost for Gardening Manpower			

Note 1: - Rates shall be quoted as “Total Cost per Gardening staff”. GST will be paid as per the prevalent GST rates for the service.

Note 2: - For all calculation, there shall be 26 working days in a month and a year shall comprise of 12 months. The duty hours shall be 08 (Eight) hours per day i.e. as per Central Govt. Minimum Wage Act. No change shall be allowed in this table. Sl. No. ii & iii above shall be paid as per Central Govt. Acts/Notifications including amendments. Basic Wages plus VDA at Sl No. i are as per Central Govt. Minimum Wages w.e.f. 01 October 2023.

Note 3: - Rates quoted would be applicable for the entire period i.e. up to 31st March 2027. However, revision in rates would be considered only if the minimum wages & taxes are revised. If a bidder quotes impracticably low service charges i.e. less than or equal to 4%, the bid shall be treated unresponsive and will not be considered for further evaluation and will be disqualified. If a bidder quotes impracticably high service charges i.e. more than or equal to 7 % the bid shall be treated unresponsive and will not be considered for further evaluation and will be disqualified. Service charges should be written in % and in figures.

Date:

Signature of the Bidder with seal

Place: