

PART I (TECHNICAL/PQ BID)

TO BE SUBMITTED IN SEPARATE SEALED
COVER



NABARD

Name of work	Tender for Comprehensive Maintenance for Sweeping and cleaning works in its two residential colonies at sector-A & C of Shahpura, Bhopal (for period- 01 April 2020 – 31 March 2022)
Date of issue of tender	06 March 2020
Pre Bid Meeting	11.00 AM on date 20 -03- 2020
Last Date of submission of sealed tender document	Till 15:00 hrs (IST) on date 27-03-2020
Date of Opening of Part-I (Technical/PQ Bid) of tender document	16:00 hrs (IST) on date 27-03-2020
Venue for Submission and Opening of Part-I (Technical/PQ Bid) of tender document	DPSP (Department of Premises, Security and Procurement), NABARD, Madhya Pradesh Regional Office, E-5, Arera Colony, Bhopal

Note: Any PQ bid with incomplete information will be rejected.

Signature of the Tenderer:

Name & Designation: Dr K V S Prasad, DGM

Signature of the authorized
Person with seal

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Tender for Comprehensive Maintenance for Sweeping and cleaning works in its two residential colonies at sector-A & C of Shahpura, Bhopal
(for period- 01April 2020 – 31 March 2022)

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TENDER SUBMITTED BY:

M/S _____

Tel _____

Mobile _____

E-mail-.....

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Tender for Comprehensive Maintenance for Sweeping and cleaning works in its two residential colonies at sector-A & C of Shahpura, Bhopal (for period- 01April 2020 – 31 March 2022)

SCHEDULE OF TENDER:

Sr. No.	Particulars	Important Dates
1	Tender document will be available from	06 March 2020
2	Pre Bid meeting will be held on	20-03-2020
3	Submission of tender document	27-03-2020 up to 15.00 Hrs.(IST)
4	Opening of technical/Pre-Qualification Bid (Part-I) of tender document	27-03-2020 16.00Hrs. (IST)
5	Venue for Submission and Opening of Part-I (Technical/PQ Bid) of tender document	DPSP (Department of Premises, Security and Procurement), NABARD, Madhya Pradesh Regional Office, E-5, Arera Colony, Bhopal

PARTICULARS OF EMD

Please enclose DD for EMD of Rs. 12,000/-

Particulars	Amount (Rs.)	Details of Demand Draft		
		DD No.	Date	Name of Issuing Bank/Branch
EMD	12,000			

Signature of the authorized
Person with seal

NOTICE INVITING TENDER

Ref No.: - NB.DPSP.BPL/

/ AMC-Housekeeping/2019-20

Date- 06 March 2020

M/S.....

Dear Sirs/Madam,

Tender for Comprehensive Maintenance for Sweeping and cleaning works in its two residential colonies at sector-A & C of Shahpura, Bhopal (for period- 01 April 2020 – 31 March 2022)

- 1) National Bank for Agriculture and Rural Development (NABARD), Madhya Pradesh Regional Office, intends to award the Maintenance Contract for Sweeping and cleaning works in its two residential colonies at sector-A & C of Shahpura, Bhopal.
- 2) For this, a two stage bidding process i.e. Pre-qualification with respect to Techno-Commercial aspects and Competitive Rates is being followed. The hard copies of tender documents can be obtained from the office of the Chief General Manager, National Bank for Agriculture and Rural Development (NABARD), Madhya Pradesh Regional Office, E-5, Arera Colony, Bhopal-462016 on any working day (Monday to Friday) from 06 March 2020 on payment of non- refundable amount of Rs.500/- (Rupees Five Hundred only) by submitting a Demand Draft (an account payee Demand Draft issued by a scheduled Bank in India) in favour of NABARD, Bhopal. However, no cost will be charged for the tender document downloaded by bidders from website www.nabard.org/tenders.
- 3) The Contractors having experience of undertaking similar nature of maintenance contract work for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies/Private Sector/Housing Societies etc. during the last three years and having office or such set up only need to tender for work.
- 4) The tenderers are advised to visit the site, conduct survey of the existing conditions so as to familiarise themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates. The details of the properties are as follows:

Property and its Location	Plot Area	Built Area/Description
Officers' Quarters Sector 'A', Shahpura, Bhopal	20239.10 m ²	10481.04 sq m / 100 Nos. Residential Units 1 Community Hall, 1 Gym, 4 Bungalows, Flats (G+3) : 56 Type B (7 X 8), 40 Type C (5 X 8)
Staff Quarters Sector 'C', Shahpura, Bhopal	12141.90 m ²	4760.59 sq m / 40 Nos. Residential Units Flats (G+3) 40 Type D (5 X 8)

- 5) The Sealed Tenders in two separate sealed envelopes in PART-I (Technical /Pre-qualification Bid) and PART-II (Price/Finance Bid) as specified at para -7 below should be addressed to The Chief General Manager, NABARD, Madhya Pradesh Regional Office, E-5, Arera Colony, Bhopal – 462016 and super-scribed " Tender for Maintenance Contract for Civil, Plumbing, Carpentry, Gardening, Electrical and Cleaning work".
- 6) The envelopes containing the tender document completed in all respects, duly signed by the tenderer and sealed as necessary, should be dropped inside the Tender Box (By hand/Post) available at the DPSP, 3rd Floor of NABARD, Madhya Pradesh Regional Office, E-5, Arera Colony, Bhopal-462016 on or before 27-03-2020 upto 15.00 hours. Late tenders shall not be accepted.
- 7) The PART-I (Technical/Pre-qualification Bid) of the tender shall contain all the documents from Sr.No-1 to 6 as described at page-6 of tender document along with terms and conditions as per Annexure-I to IV on the same page. The PART- II (Price/Financial Bid) of the tender shall contain only the financial bid in the prescribed format.

- 8) Part-I and Part-2 of tender document shall be submitted in a separate sealed cover. Tenders submitted in a single envelope shall not be accepted and would be returned unopened to the respective bidders.
- 9) The PART-I (Technical/Pre-qualification Bid) of the tender document shall be opened first on date 27-03-2020 at 16.00 hours (IST) in the presence of the tenderers or their authorised representatives who choose to be present.
- 10) Based on the scrutiny of Part-I (Technical/Pre-Qualification bid) of tender document as per Banks requirement, the Part-II (Price/Financial bids) for competitive rates submitted by such of the eligible bidders will only be opened / considered.
- 11) NABARD reserves the right to accept or reject any tender, either in whole or in part and it is not binding on the part of the NABARD to accept the lowest or any tender.
- 12) Tenders which do not fulfil all or any of the NABARD's conditions or are incomplete in any respect and tenders with the tenderer's own conditions other than those specified by NABARD are liable to be rejected.
- 13) Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the "The Chief General Manager, National Bank for Agriculture and Rural Development, NABARD, Madhya Pradesh Regional Office, Bhopal – 462016" who will review the same and information sought if not clearly indicated or specified, NABARD will issue clarifications to all the tenderers which will become part of the Contract Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the date of submission of the Tender.
- 14) **The tenderer shall deposit Earnest Money Deposit (EMD) amounting to Rs.12,000/- (Rupees Twelve Thousand only) by enclosing (an account payee Demand Draft issued by a scheduled Bank in India) in favour of NABARD, Bhopal.**
- 15) No interest shall be paid on the EMD submitted by the bidders. EMD of unsuccessful bidders would be refunded within a reasonable period of time after awarding the work.
- 16) Validity of offer should be 90 days from the date of opening of price bids. However, the rates quoted by the successful bidder would remain firm till the end of the contract period.
- 17) The successful tenderer will be required to submit @ 2% of the accepted total value of tender for one year as initial Security deposit/Performance security (Bank Guarantee) within 10 days after award of work, which will be refunded after the satisfactory expiry of defect liability period/contract and will not bear any interest. The Earnest Money Deposit of the successful tenderer shall be adjusted towards initial Security Deposit.
- 18) **A Pre-Tender Meeting shall be held on date 20-03-2020 at 11.00 AM in the office of NABARD. You are also invited to attend the meeting after thoroughly visiting the site for clarification of your doubts / queries, if any.**
- 19) This Notice Inviting Tender (NIT) shall also form part of the Tender Document.



Deputy General Manager
Department of Premises Security and Procurement (DPSP)

**INSTRUCTIONS TO THE TENDERERS FOR FURNISHING INFORMATION
AS A PART OF PRE QUALIFICATION CRITERION**

1. The work involved is upkeep/ general maintenance and housekeeping services under the Maintenance Contract for Sweeping and cleaning works in its two residential colonies at sector-A & C of Shahpura, Bhopal (for period- **01 April 2020 – 31 March 2022**). Contractors having experience in undertaking similar nature of work at similar organisations only need to tender for this work.
2. The tenderers should have average Annual Turn Over of more than Rs.20.00 lakh during the last three years ending 31 March 2019 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.
3. The tenderers should have applicable Tax registrations (PAN, GSTIN etc.) supported with documentary evidence and licences, permissions, approvals issued by Labour enforcement and other statutory authorities, wherever applicable and furnish copies of the same with tender.
4. Should have their own office in Bhopal.
5. Tenderers are requested to enclose the following documents in Envelope containing PART - I (Technical/Pre-qualification bid) for examining their qualification/suitability. Opening of Part - II (Price/Financial Bid) will be subject to satisfying the prescribed eligibility criteria:
 - a. Copies of Work Orders and Completion Certificates from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies/Private Sector/Housing Societies etc. during the last three years. "Similar Works" means experience in executing Maintenance Contracts in similar Government/PSUs/Public Sector Banks/Autonomous Bodies/Private Sector/Housing Societies etc. having offices or such similar set-up.
 - b. IT returns of last three consecutive years.
 - c. References of clients/particulars of bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executives/officials.
6. Intending tenderers 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 (Table I, II & III) which will be kept confidential.
7. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of tenderers to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.
8. If required, the Bank will obtain reports on past performance of the tenderer from their clients and bankers and evaluate the said reports before opening of the PART-II (Financial Bid) of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or their performance reports received from their clients and/or their bankers are found not satisfactory, the Bank reserves the right to reject their offer even after opening of PART-I (Pre-qualification Bid) of the tender and their sealed cover containing PART-II of the tender will be returned to them. The Bank is not bound to assign any reason for rejecting the tender.
9. After scrutiny of Part-I (Pre-qualification Bid), if any of the tenderers is found not satisfying the required eligibility criteria, the tender submitted by them will not be processed further and returned to the tenderer.
10. Each page of the tender shall be signed. The tender shall be signed by person/persons on behalf of the organisation having necessary authorisation/Power of Attorney to do so.

11. If the space in the given proforma is insufficient for furnishing full details, the information shall be supplemented on separate sheets of paper stating therein the part of the statement and serial number. Separate sheets shall be used for each part which shall also be signed by all the Authorised signatories.
12. Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, Madhya Pradesh Regional Office, Bhopal.

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

Signature of the Tenderer

Name & Designation : Dr K V S Prasad, DGM

Address: NABARD, E-5 Arera Colony, Bhopal-462016

Date: 06/03/2020

Place: Bhopal

Signature of the authorized
Person with seal

Form of Tender (Declaration by the Bidder)

The Chief General Manager
National Bank for Agriculture and Rural Development
Madhya Pradesh Regional Office,
E-5, Arera Colony, Bhopal - 462016

Sir/Madam

Tender for Comprehensive Maintenance for Sweeping and cleaning works in its two residential colonies at sector-A & C of Shahpura, Bhopal **(for period- 01 April 2020 – 31 March 2022)**

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:

3) Address of the firm :

Tel. No :

Fax :

Mobile No(s) :

i) _____

ii) _____

iii) _____

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

i) _____

ii) _____

iii) _____

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

i) _____

ii) _____

iii) _____

6) The names of the Partners/Directors of our firm are

i) _____

ii) _____

iii) _____

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

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

9) 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 Bill of Quantities in all respects as per the Specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.

10) I / We enclose herewith interest free Earnest Money Deposit Receipts receipt of (EMD) of Rs.12000/- (Rupees Twelve Thousand only) by Demand Draft and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and / or in the event of our failure to execute the Contract when called upon to do so by accepting our Tender.

11) I / We agree to pay all statutory Government (Central and State) Taxes such as GST, Income Tax 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.

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

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.

DATE :

PLACE :

YOURS FAITHFULLY

(SIGNATURE OF THE TENDERER)
NAME AND ADDRESS OF THE TENDERER
AND SEAL

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this..... day of, 2020 between the National Bank for Agriculture and Rural Development, a body constituted by the NABARD Act 1981 and having its Head Office at C-24, G Block, Bandra-Kurla Complex, Bandra(E) Mumbai-400051 and Regional Office at E-5, Arera Colony, Ravishankar Nagar, Bhopal - 462016(hereinafter called as 'Employer') which expression shall, unless repugnant to the context mean and include its successors and assigns of the one part and

_____ of _____
(hereinafter called "the Contractor") which expression shall unless repugnant to the context mean and include its successors and assigns of the other part.

WHEREAS the Employer is desirous of getting executed work of Comprehensive Maintenance for Sweeping and cleaning works in its two residential colonies at sector-A & C of Shahpura, Bhopal from _____ to _____ and has caused specifications and schedule of quantities describing the works to be done. The Employer to monitor, control and supervise the works and progress thereof.

AND WHEREAS

The Contractor has agreed to execute the same subject to the provisions hereinafter contained and subject also to the instructions to the Bidders, general conditions of contract, special conditions, specifications, the said schedule of quantities, all of which are hereinafter collectively referred to as 'the said conditions', and the Specification and Schedule of Quantities referred to above at or for the respective rates set out in the Schedule of Quantities annexed hereto and marked as Part-II, amounting to the sum as there under arrived at or such either sum as may become payable hereunder (herein under referred to as the said contract amount).

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT: -

- 1) In consideration of the said Contract Amount to be paid by the employer to the contractor at the time and in the manner set forth in the said conditions and in accordance with the schedule of payments, the Contractor shall upon completion subject to the said conditions execute and complete the work shown in the said Tender Document and described in the said Specifications (Part-I) and Schedule of Quantities (Part-II).
- 2) The said Conditions and the Annexure thereto shall be read and construed as forming part of this agreement and the parties hereto respectfully abide by, submit themselves to the said conditions and perform the agreements on their part respectively contained in said conditions.
- 3) Tender documents containing notice to the Contractors, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Technical Specifications and Schedule of Quantities with the rates entered therein, shall be read and stamped forming part of this agreement and the parties hereto shall positively abide by and submit themselves to the conditions and specifications and perform the agreements on their part respectively in conditions contained.
- 4) This Contract is neither a fixed lump sum Contract nor an item rate Contract, but is a Contract to carry out work to be paid for according to actual measured quantities and rates contained in the Schedule of Quantities and probable quantities provided in the said Conditions.
- 5) The Employer reserves to itself the right of altering the drawing nature of the work through the Employer by adding to, reducing or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
- 6) The contractors should have experienced and competent staff which will enable them to ensure proper quality check on the materials, and who will ensure that the Contractor will carry out proper tests as required by the specifications and will supervise the day-to-day working and execution of contract works.
- 7) If the Contractors have any doubt about the quality of any materials or any difficulty in supervision of the day to day work it shall be the duty of the Contractors to report the matter in writing forthwith to the Employer and for the time being, to suspend that portion of the work about which difficulty is experienced and the Contractors will abide by the direction of the Bank.

- 8) The Contractors covenant and warrant that completed items of work as well as the entire work on completion will be in conformity with the Specifications and the terms and conditions of Contract and will be of proper quality and description.
- 9) Time shall be considered as the essence of this Agreement and Contractor hereby agrees to complete the work as specified in the Form of Tender subject to the provisions of extension of time as contained in the said conditions.
- 10) The contract herein contained shall comprise not only the work mentioned above but all subsidiary works connected therewith within same site as may be ordered to be done from time to time by the Employer for the time being, even if such work may not be shown on the said Tender Document or described in the said schedule of specifications and quantities.
- 11) All payments by the Employer under this contract will be made at BHOPAL through NEFT/RTGS only after satisfactory execution of aforesaid work as per Banks requirement.
- 12) All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at BHOPAL and only court at BHOPAL shall have jurisdiction to determine the same.
- 13) This agreement shall be signed in duplicate, the original document shall be kept in the custody of the Employer, the duplicate with Contractor. The stamp duty shall be borne and paid by the Contractor and Employer in equal proportion.
- 14) That the several parts of this contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Officer/Engineer.

IN WITNESS WHEREOF the Employer has set its hands hereunto and three duplicates hereunto through its duly authorized official and the contractor has caused these presents and three duplicates hereof under its common seal/by its duly authorized representative at the place and on the date and year first hereinabove written.

As witness our hands are affixed this day of _____ 2020.

Signed by the said

Employer

In the presence of

Witness No.1 _____

Witness No.2 _____

Signed by the said

Contractor

in the presence of

Witness No.1 _____

Witness No.2 _____

INTEGRITY PACT

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 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 their 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 Shri Pramod Kumar Sangewar, Address- H.No.12-5-65/1, Flat No.109, Sri Harsha Sethuram Unique, Vijayapuri Colony, South Lalaguda, Secunderabad-500017, Telangana State
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs their/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for them/ 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 them self/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 them 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 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)

Table 1.

BASIC INFORMATION

Sr No	Particulars	Details to be filled by the tenderer
1	Name and Address of the organization	

Sr No	Particulars	Details to be filled by the tenderer			
	i. Address of Registered Office with telephone number and e-mail address				
	ii. Address of the office through which work with NABARD would be handled with telephone number and e-mail address. Also indicate the name of the authorized official with Designation				
2	Type of Organisation– (Proprietorship, Partnership/ Company established under the Companies Act, 1956 and the date of Incorporation).				
3	Name/s of the Proprietor /Partners /Directors of the Organisation with telephone number and e-mail address.				
4	Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc. (Not applicable for proprietorship.)				
5	Presence in other cities of India and Branch/Office at Bhopal				
6	Whether the tenderer is continuously in business at least for 3 years as on 31 March 2019				
7	i. Whether the tenderer has experience of similar work in Govt. institutions/ bodies/ establishments (including residential premises) or institute of repute?				
	ii. The tenderer should furnish three Reference Sites and the Referees may be requested by NABARD to testify about the performance of the tenderer to the NABARD's satisfaction. (please furnish details of minimum of three clients, preferably Govt. / public sector clients availing the service.				
8			2016-17	2017-18	2018-19

Sr No	Particulars	Details to be filled by the tenderer			
	Annual turnover of the tenderer for the last 3 years (Turn over should be more than Rs.20.00 lakh in each year)	Financial Year			
		Turn over (Rs. Lakh)			
9	Name and address of the banker/s.				
10	Details of PAN issued to the firm/company.				
11	Details of Income Tax Return filed for the last 03 years	Financial Year	2016-17	2017-18	2018-19
		Yes/No			
12	Details of Supervisory Infrastructure and network of the firm/company.				
13	Whether Audited Balance Sheet for last 3 financial Years is available? (please enclose copies, including the latest IT Return for 2018-19, if available)	Financial Year	2016-17	2017-18	2018-19
		Yes/No			
14	Details of Certificate from ESI Corporation (latest).				
15	Details of Certificate from EPF Organization under EPF and Miscellaneous Provisions Act, 1952 (latest).				
16	Details of Licence under Contract Labour (Regulation and Abolition) Act, 1970.				
17	Details of Registration Certificate for GSTIN.				
18	Indicate if involved in any litigation or any civil suits pending relating to the service provided. Attach a separate sheet if required. (give the details)				
19	Whether the tenderer is adhering to Minimum Wages				

Sr No	Particulars	Details to be filled by the tenderer
	Act, Private Security Agencies (Regulation) Act, 2005, other provisions relating to Provident Fund deduction or any other legal provisions relating to providing of the service	
20	The tenderer should submit solvency certificate certified by its banker.	
21	The Bank Account details (Account Number and IFSC Code) where payments would be received by the Tenderer in respect of the deployed staff should be provided. Payments will be made through RTGS/ NEFT.	

DECLARATION BY THE CONTRACTOR

I/We have read and understood all the instructions / conditions given above and I/we have taken into account the above instructions / conditions while quoting the rates.

Place :

Signature of Authorized
Signatory
with SEAL :

Date :

Table II. Details of previous experience

(Works of similar nature, i.e. works related to Comprehensive Maintenance related to Sweeping and Cleaning works)

Sr. No.	Duration of Contract	Nature of Services rendered	Name, full address and phone no. of the office/institution under whom the work was carried out	Contract Amount (Rs.)

Place :

Signature of Authorized
Signatory
with SEAL

:

Date :

Table III. Details of works in hand

(Works of similar nature, i.e. works related to Comprehensive Maintenance related to Sweeping and Cleaning works)

Sl. No.	Duration of Contract	Nature of Services being rendered	Name, full address and phone no. of the office / Institution under whom the work was carried out	Contract Amount (Rs.)

Place :

Signature of Authorized
Signatory
with SEAL

:

Date :

Annexure-I

GENERAL INSTRUCTIONS TO THE CONTRACTORS AND GENERAL CONDITIONS OF CONTRACT

- 1) Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
- 2) Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor would be required to furnish Rate Analysis for scrutiny of the rates, as and when called by NABARD.
- 3) Rates should include all statutory taxes (GST etc.) as per relevant Act, 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.
- 4) Monthly payment will be made based on bill submitted by the contractor and certified by the concerned Assistant Care Taker/ Caretaker to the effect that the complaints recorded in the Registers are attended satisfactorily as per the scope of the work. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/Caretaker) after completion of the respective work on the formats enclosed/given for respective work and should submit all these with the bill. Bills for Maintenance and House Keeping should be raised separately.
- 5) Separate work orders will be issued by NABARD in respect of additional works 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) All statutory taxes (as applicable) as applicable, will be deducted from total payment due to the Contractors.
- 7) The Successful Applicant shall furnish requisite Security Deposit to the Bank @ 2% of the Annual contracted value rounded off to thousands on higher side. The Security Deposit should be paid before start of the work by the contractor in the form of Demand Draft. No interest will be paid to the Contractor for the amount of Security Deposit during the period of agreement. EMD of the successful bidder will be adjusted towards Security Deposit and the balance amount if any, will have to be paid to Bank in the form as explained above.
- 8) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract. The applicant shall be liable to compensate NABARD for any loss incurred by the Bank. The security deposit shall be returned within a reasonable time after the date of expiry of the contract subject to the contractor carrying out all obligations / operations as required under the contract.
- 9) NABARD reserves the right to recover any part or the whole of the amount of the security deposit for losses suffered by Bank due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation/insolvency or change of composition. The decision of NABARD in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the contractor and the decision shall not be questionable.
- 10) 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.
- 11) NABARD will not be under any liability to pay any compensation to the persons deployed by the contractor if they sustain any injury etc., while discharging the duties in the said premises. The contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for their employees at their cost and should be responsible for the safety of persons employed by them. The Contractor shall be fully responsible and shall compensate NABARD with suitable Insurance cover 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 their agents and / or their employees or

workforce. The insurance policy may be obtained in the joint name of NABARD (to be appeared first) and the contractors respectively for the insured amount to the amount of at least 1.25 times of the tender amount and the original Insurance policy may be deposited with NABARD. In case, no insurance policy furnished before commencement of the work, NABARD will take the policy on behalf of the contractor and recover the amount of premium, interest on premium etc. from the contractor. The decision of NABARD in their regard shall be final and binding. The insurance policy shall be work and site specific. 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 their cost.

- 12) The contractor shall deploy such minimum number of qualified and experienced staff as indicated in the scope of work to ensure that the work is attended qualitatively in time as per the scope of work of the tender, to the satisfaction of NABARD.
- 13) All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules. 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 wages payment are liable to be rejected which will be ascertained on the basis of Section-IV submitted by the contractor. 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.
- 14) 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 noncompliance 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 their staff employed at various sites and wage register for payment (at least minimum wages as per Centre or State Govt. whichever is higher shall be paid) 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 them. The contractor is advised to ensure that the payment is regularly credited to the bank account of the individual staff employed and payslips for respective payments are duly issued regularly. NABARD may ask for past payslips and payment records to be submitted along with the monthly bill. In case wages are required to be disbursed in cash, same may be done in the presence of authorized representative of NABARD as required under relevant law.
- 15) The contractor should ensure payments to the labourers as per latest minimum wages act and also payment to be disbursed to the contract labourer and supervisor in the presence of the NABARD's representative on or before 7th of every month irrespective of the fact that previous monthly bill is paid or not by NABARD.
- 16) The 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.
- 17) 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.

- 18) The contractor shall ensure regular payment to their staff posted for the captioned work and the payment made to their staff should not be less than the minimum wages notified by the Central /State Govt. from time to time and make available for inspection of the Bank the relevant records. However, rate quoted by the Contractor shall be firm and remain valid till the expiry of the contract period. The contractor should quote the rates accordingly so that the revision of wages during the currency of the contract can be done.
- 19) The manpower deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously. 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 provisions.

The Contractor's workmen should report to ACT/ CT as per timings mentioned in the Price bid/ Bill of Quantities. A register will be kept at site on all the locations showing attendance on day to day basis and which will be countersigned by the security guard on duty the time when contractor's worker arrives & sign at site. The same shall also be signed by ACT/CT & the same or copy shall be presented along with the Contractor's monthly bill.

- 20) The Contractor shall abide by the requirements of Security from time to time and shall strictly follow the obligation required by NABARD.
- 21) The Contractor should obtain necessary permissions that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
- 22) The Contractor or their 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. 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 or their employees should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbance 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 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 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 NABARD.

30) EXIT:

- a. First three months 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 of 30 days, to improve their services. If the contractor fails to improve their 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.
- b. The contract is liable for termination by giving one-month notice by the Bank and three-month notice by the contractor.

- 31) The contractor shall provide mobile/ phone numbers to the site supervisor and these numbers to be communicated to ACT/CT of NABARD.
- 32) The Contractors should provide 2 sets of uniforms and one set of shoes of approved colour every year for the employees deputed in NABARD at their own cost.
- 33) 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 leave.
- 34) On-site storage space will be provided to the Contractor. 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. Safe disposal of Building rubbish/garbage/waste material from NABARD premises in safe municipal dump will be the responsibility of the contractor.
- 35) The contractor shall provide everything necessary for the proper execution of the works. NABARD will not supply any Tools & Plants (T&P) or any other equipment, labour, etc.
- 36) The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.
- 37) While submitting the monthly bill for comprehensive maintenance bill, the contractors have to submit detailed information on the complaints received, pending and the reasons therefor and likely date of attending the same. Bill will be considered for payment after receiving the statements. Contractor will not link payment to their employees/workers with the settlement of bills by NABARD.
- 38) **VALIDITY OF TENDER:** 90 Days from the date of opening of the Tenders.
- 39) 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.
- 40) The Contractor shall extend necessary help to other Contractors engaged by NABARD under separate contract for their respective work.
- 41) The Contractor shall be required to furnish NABARD, as and when required, the following:
 - a. The Power of Attorney, name and signature of their authorized representative, who will be in-charge of execution of their contract.
 - b. Wage Book, Muster Book pertaining to labourers/employees/workers engaged under their contract.
 - c. 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.
 - d. Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by them. Any damage caused wilfully or in negligence to the works executed, shall be borne by them.
- 42) The contractor shall remove from work any worker who is found to be failing in their duties or whose presence in premises is otherwise objectionable in the opinion of NABARD.

- 43) 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.
- 44) The Contractor shall at their 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 their contract to the entire satisfaction of NABARD.
- 45) Notwithstanding anything contained therein the labourers, workmen, supervisors and other persons employed 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.

Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank's decision shall be levied.

- 46) In case of any stoppage of work resorted to by the employees of the Contractors, NABARD reserves the right to employ workers from other sources, without any notice for carrying out the maintenance work. In such cases, either the actual cost of such labourers on whole day basis shall be deducted from the Contractor's bills or recovery will be made on the basis of actual amount paid to the other contractor plus statutory taxes and any other tax, as applicable.
- a. **The contract shall be valid for period - 01 April 2020 – 31 March 2022**. The bank also reserves the right/option to extend the validity of their contract at the same rates and on the same terms and conditions.
 - b. Forfeiture clause: In case of negligence/dereliction of duty by contractor's staff, the above contract shall be terminated without giving any notice and the security deposit shall be forfeited.
 - c. Recovery of statutory taxes like GST, income tax etc. as applicable & in force shall be deducted from the bill during the currency of the contract.
- 47) Note: The property shall be handed over to contractor for maintenance on as-is-where-is basis and the contractor shall be required to complete the pending work (if any), without any extra cost.

DECLARATION BY THE TENDERER

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

2. I/ we hereby confirm that the rates quoted in the tenders shall remain valid for acceptance by the Bank for a period of 90 days from the date of opening of the financial bid. The aforesaid period of three months may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

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.

DATE ::

SEAL & SIGNATURE OF THE TENDERER

PLACE::

ADDITIONAL INSTRUCTIONS TO THE TENDERER

- 1) All the pages of the Tender Document shall be signed by the Tenderer.
- 2) NABARD takes no responsibility for delay / loss in post or non-receipt of Tender Documents.
- 3) The envelope containing Tender / Quotation should be properly sealed, addressed, duly super-scribed as PART-I (Technical/Pre-qualification Bid) and PART-II (Price/Financial Bid) as the case may be, with name of work and due date of opening and should be submitted in tender box located on 3rd floor of office premises and shall be addressed to The Chief General Manager, National Bank for Agriculture and Rural Development, Madhya Pradesh Regional Office, E-5, Arera Colony, Bhopal – 462016. The last date of receipt of Tender is 27-03-2020 (15.00 hrs). Tenders will be opened on the same date at 16.00 hours or at a later date convenient to NABARD.
- 4) Bids submitted by unauthorised agents and by FAX / Telex / Telegrams shall not be entertained.
- 5) Tenderers are advised to visit the site at their own 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.
- 6) 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.
- 7) The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tenders may be rejected without making any reference to the Tenderers.
- 8) The tenders will be opened in the presence of such tenderers or their authorised representatives who choose to be present.
- 9) No tenderer will be allowed to withdraw their Tender during the validity period. Subletting of the Contract is not permitted. In case any tenderer withdraws his/her tender during the validity period, the EMD amount received from such tenderers shall be forfeited.
- 10) Rates should be neatly filled in the Tender document and as far as possible, no correction/overwriting shall be made. The rates quoted should be written legibly in words and figures. If on arithmetic check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by them, scrutiny of the tender shall be done as per NABARD's guidelines.
- 11) Notwithstanding anything stated above, NABARD reserves the right to assess the tenderers capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.

DECLARATION BY THE CONTRACTOR

I/We have read and understood all the instructions / conditions given above and I/We have taken into account the above instructions / conditions while quoting the rates.

Place :

Signature of Authorized
Signatory
with SEAL :

Date :

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 etc. are prohibited in the building.
- 2) For any job involving welding, soldering, lighting of flames, use of heat source or temporary electrical connection, prior permission from competent authority / designated engineer shall be taken before execution of the same. No job involving heat sources are permitted to be carried out after office hours, holidays and Sundays without prior permission.
- 3) It is entirely the responsibility of the contractor to see that safety appliances such as safety belts, life lines, helmets, rubber gloves of appropriate voltage (1100V) rating etc., depending on the job demand, are made available to their staff at contractor's own cost. If the contractor need any suggestion on the safety matter, he may approach NABARD's designated Officer/Engineer for the same. Any lapse on safety will be viewed seriously.
- 4) The contractor shall ensure that the persons posted for the work are well conversant with the operation of fire extinguishers.
- 5) The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of their staff in the premises.

B. Safety precautions of portable electrical appliances

Precautions in handling portable electrical appliances are more significant under monsoon conditions. Some likely situations are highlighted here for your attention and action to ensure that conditions and methods of usage conform to the safety of personnel and property.

- 1) **Broken sockets / pin plug / loose connections:** These conditions cause sparks which lead to fault conditions or electrical shock situations. Wires shall not be directly inserted into the sockets as the earth lead of the equipment inserted into the phase socket may give shock to the operator.
- 2) **Polarity of phase / neutral and earth:** certain appliances like Poroscope may give violent electrical shock during work if polarity conditions are not satisfied.
- 3) **Joints in flexible cables:** Usage of portable appliance is such that electrical and physical integrity of joint may be suddenly affected, leading to severe sparking and fire if combustible / inflammable materials are present near the joint. Perhaps this may not be noticed by the operator at all. So, the work should have carried out in presence of a Supervisor/helper and integrity of the cable should be ensured.
- 4) **Appliance body grounding and system grounding:** In absence of or ineffective appliance body grounding, operator may receive severe shock in case of phase to earth fault during usage. All earth pins in sockets must have low impedance and mechanically firm earthling according to Indian Electricity Rules/BIS 3043 so that safety is assured to operators even under fault condition.
- 5) **Water leakage:** Water reduces efficiency of insulation depending upon exposure. Presence of moisture on ordinary switches may give a shock during operation, switches in chronic leakage areas should preferably be de-energised until the rectification is done and contractor take clearance from NABARD designated Officer/Engineer on the issue.
- 6) **Excavation / Addition / Alteration of the Building:** During excavations, alterations of the building etc. every care shall be taken that electric shock or damages to cables, are avoided. De-energisation of circuits must be considered whenever required.

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

Signature of the tenderer with seal

Date:

Place:

Scope of work, Specifications and Terms & Conditions

1) Introduction

This section deals with the scope of the work for Tender for Comprehensive Maintenance for Sweeping and Cleaning works in its two residential colonies at sector-A & C of Shahpura, Bhopal (for period- 1 April 2020 – 31 March 2022). The location and the description of work is given below:

Location	Description of work
Two residential colonies of NABARD, viz., Officer's Quarters at Sector 'A' and Sector-C of Shahpura, Bhopal	Sweeping and Cleaning work

The contract would involve the following maintenance works:

- a. The contractor shall rectify the defects on the basis of instructions given by NABARD officers, authorised for the purpose and complaints lodged by occupant officers / staff in a complaint / suggestion register maintained by NABARD's Care Taker in the said premises.
- b. All complaints shall be attended immediately on receipt of the complaints / information.
- c. No complaint shall remain unattended for more than 24 hours. If any complaint is likely to take more time for its resolution, the same will be immediately brought to the notice of Caretaker / Protocol & Security Officer.
- d. The complaints of complicated nature and beyond the scope of work shall be reported back immediately to the Caretaker / Protocol & Security Officer.
- e. The attendance of all the workers employed by the contractor should be for full time and they should attend the work promptly and ensure the quality of work.
- f. The skilled workers (e.g. electrician, plumber) of the contractor should have valid license from the appropriate authority.
- g. The contractor shall make their own arrangements for tools, safety equipment (hand gloves, helmets etc.) to be provided to their workers.
- h. The contractor shall ensure payment to all workers (under this contract). The minimum wages as per minimum wages act, as applicable in Madhya Pradesh State. He shall also submit a certificate to this effect (in the Banks prescribed format) that payment has been made as per minimum wages act with the monthly claim for payment under this contract.

2) Sweeping, Cleaning related work

Sweeping, cleaning related work in 140 nos. of Staff / Officers quarters including Visiting Employees' flats (VEFs), Single Room Accommodation (SRAs), dispensary, staircases, common areas, community hall, gym, guard rooms, Care Taker office, compound / lawn lights, pump house etc. and any other electrical fittings and / or fixtures inside and around the periphery of NABARD Staff Quarters, Sector 'A' and Sector 'C', Shahpura, Bhopal. **Separate contract for cleaning work (of toilets & common areas) is awarded for office premise. So this tender includes cleaning work only for Residential Colonies.**

Part I: Cleaning of Open Spaces:

The work should be carried out in such a way as to maintain high standard aesthetic and hygienic conditions in the colonies.

- a) The contractor shall provide the modern cleaning equipment's/tools for ensuring the cleanliness of required area in effective manner.
- b) Daily sweeping & mopping of the common areas, staircase within the buildings, sweeping of open spaces (including lawns & gardens), pathways, passages, stilts, parking areas, without any dirt or dust including unwanted material thrown by the residents. Any portion of the NABARD blocks falling under common area shall be considered for sweeping / cleaning as per the requirement.
- c) Daily cleaning and mopping of Dispensary, Community Hall, ACT's room, Sports Club room, Security Guard rooms, Gymnasium, including fans, geysers, furniture, toilets, bathrooms, doors and windows, lights, etc. in these places.
- d) Daily cleaning and mopping of the entrance passage (including letter boxes and name boards) at ground floor, staircases and passages at all floors in all buildings (including granite/Tile cladding on the walls).
- e) Monthly cleaning of the terraces, common area doors & top of parapets by removing algae deposits, silt/dust, weeds, shrubs, etc. Special care should be taken during the rainy-season to avoid water logging on account of non-cleaning. The periodicity will not be considered as a constraint in these type of works.
- f) The fallen/dry leaves of plants/trees of gardening areas in both the residential colonies shall be collected on regular basis in a systematic manner for ensuring proper cleanliness and hygiene. The stock of these leaves shall be utilised for preparation of manure to be utilised in gardening areas.
- g) Periodic removal of unwanted plants/shrubs as and when required from the outer walls/parapet/chajjas, etc. of the buildings and preventive measures for stopping the growth of such plants.
- h) Monthly sweeping, mopping and cleaning of all vacant flats. The same should be got certified by the CT.
- i) Monthly - Removal of cobwebs from the staircases, passages, cleaning of pipes/conduits, windows in the staircases, etc.
- j) Quarterly cleaning & washing of the paver blocks in common area so that the area is free from dust, algae deposits to avoid slippery surfaces, especially during rainy season using bleaching powder. Special attention should be given to the entrance areas all the time.
- k) Keep all the Open/ Storm water drain/pipe clean, such that water flow is free without any blockage or stagnation.
- l) The contractor shall arrange for removal of bee hives, if any from the Banks premises.
- m) All other works relating to the maintenance including sweeping, washing and cleaning, etc. as NABARD may specify from time to time.

Part II: Special cleaning works in the flats:

Cleaning of Flats

- a) Quarterly - Cleaning of ceiling fans, lighting fixtures, chandeliers, exhaust fans, geysers, glass mirrors, cupboards (outside), wooden windows and grills, etc. with soft cloth
- b) Weekly - Cleaning of toilets and bathrooms including basins and glass louvers using cleaning material of good quality.
- c) Monthly - Cleaning the kitchen platform including modular furniture and storages
- d) Quarterly - Cleaning of sliding windows (both from inner and outer side including jhoola if required), window panes, grills, balcony railings, doors, ventilators, name plates, sign boards and letter boxes.
- e) Quarterly - Removing the cobwebs from wall, ceiling, pelmet and inaccessible spots by broom, etc.
- f) Quarterly - Thorough sweeping, mopping and cleaning works in the flat after carrying out the above cleaning works.
- g) Half – yearly – Cleaning of Mosquito nets/ Netlon / metal screens
- h) Yearly- Thorough sweeping, mopping & cleaning works in all the rooms in the flats.

General requirements for Sweeping, Cleaning related work:

1. The work shall be carried out in proper workmanship manner as directed by the Bank.
2. The Contractor has to take the signature of the residents as token for work done in their flat etc. all complete as directed. The work to be done in following type of flats (along with periodicity).
3. The cleaning equipment and materials for their work will be of good quality and should be used after approval by the Care Taker / designated official of NABARD.
4. The contractor will provide sufficient number of supervisors to ensure proper and effective supervision.
5. Sufficient number of lady sweepers may be deployed for cleaning of flats / VEF of under exclusive use by ladies.
6. The manpower provided by you should be available from 8:00 Hrs to 14.00 Hrs.
7. The deployment of manpower and their timing may be flexible and could be changed/increased depending upon the quantum of work and requirement of Bank.
8. The contractor will provide necessary substitutes in case of absentees.
9. The rate quoted by you for the housekeeping work will include the cost of manpower (including supervisors), cost of equipment/machinery/tools and the cost of cleaning material required for cleaning of Staff Quarters.
10. The cleaning material to be provided are:
 - A) Phenyl
 - B) Deodorised detergent for moping
 - C) Odonil / Deodorant
 - D) Sanitary cubes
 - E) Soft and Hard Brooms
 - F) Dusters/wipers
 - G) Mops
 - H) Harpic
 - I) Colin
 - J) Brushes
 - K) Liquid soaps
 - L) Toilet rolls/papers
 - M) Buckets
 - O) Mugs
 - P) Cleaning powder
11. The aforesaid items used for cleaning will be of reputed brand like Hindustan Lever Ltd. or equivalent as approved by NABARD.
12. All staff must be suitably trained to perform duties entrusted to them, and must be in proper uniform at all times.
13. Details of Manpower to be deployed

Sr. No.	Location	Number of Staff	Working Hours
1	NABARD Officers Colony, Sector-A, Shahpura, Bhopal	Six sweepers	8:00 Hrs to 16.00 Hrs.
2	NABARD Employees Colony, Sector-C, Shahpura, Bhopal	Two sweepers	

3) Additional Terms and Conditions

- a) The contractor shall comply with the payment of statutory taxes and municipal and other laws, obtain license, permission as required under the contract labour laws and cover all the employees under their charge with all statutory requirements like minimum wages, PF, ESIC etc. The

contractor shall indemnify and keep indemnified NABARD against any lapse on the contractor's part in complying with these conditions or any other statutory requirements in connection with the housekeeping work.

- b) All replacements, fittings / fixtures, etc., irrespective of cost per item as per schedule rates shall be done only with the concurrence / written permission of the NABARD's officer/CT designated for this purpose.
- c) For any breach of the aforesaid terms & Conditions, NABARD shall be at liberty to terminate the contract summarily giving one-month notice and also without assigning any reason in writing and the contractor shall not be entitled to any compensation in the event of such termination. The agreement can be terminated by the contractor by giving three-month notice.
- d) Payment shall be made as per the schedule of rates for replacement of fittings / fixtures and repairs separately on monthly basis. The cost of materials used while executing repairing / replacement will be paid as per the approved rates. For this purpose, the contractor will provide the list of rates of various items for approval of NABARD.
- e) AMC for maintenance works will be awarded on the basis of rates furnished to us for maintenance as well as supply of all replacements, fittings and fixtures. The rates will be approved in consultation with the contractor. These rates will hold good for entire period of contract. No request for enhancement in the approved rates will be entertained under any circumstances during the currency of contract.
- f) All statutory deductions like GST, Income Tax and other taxes prevailing from time to time shall be made from the total payment due to the contractor.
- g) No request for increase of rate shall be entertained by NABARD on grounds of increase in cost of material, labour costs or any other reasons during the period of the agreement.
- h) The Compensation shall be payable to the contractor by NABARD within 15 days from the date of receipt of the bill for the month for which services have been rendered to the satisfaction of NABARD.
- i) The contractor should arrange to obtain necessary insurance cover (Workmen compensation policy) for their employees at their cost and should be responsible for the safety of persons, engaged by them. 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.
- j) This agreement shall stand automatically terminated in the event of insolvency, death or mental disorder of the contractor.
- k) On the expiry or earlier termination of this agreement the contractor shall remove them self and their employees and agents from the premises and all articles belonging to them, or to their employees or agent.
- l) If any dispute arises on any matter concerning this agreement, then the decision of NABARD shall be final and binding in respect of such dispute.

- m) The reference to the Chief General Manager, NABARD in the agreement shall mean the Chief General Manager, holding, charge of NABARD, Madhya Pradesh Regional Office, Bhopal and shall include, in respect of any powers exercisable by them under this agreement any officers of NABARD designated by them in that behalf from time to time.
- n) The agreement shall be executed in duplicate. NABARD shall retain the original and party the duplicate, Stamp duty on original and duplicate shall be borne by the contractor.

Declaration

I/We have read the detailed scope of work of contract explicitly mentioned above and accept the same to execute the contract, if awarded.

Place:

Signature of Contractor

Date :

Name

Designation

Seal of the firm

PART II (PRICE/FINANCIAL BID)

TO BE SUBMITTED IN SEPARATE SEALED COVER



NABARD

Name of work	Tender for Comprehensive Maintenance for to Sweeping and Cleaning works in its two residential colonies at sector-A & C of Shahpura, Bhopal (for period- 01 April 2020 – 31 March 2022)
Last Date of submission of Financial Bids	Till 15:00 hrs. on 27-03-2020
Date of Opening of Financial bid	Will be intimated later
Venue for Submission and Opening of PQ bid	DPSP (Department of Premises, Security and Procurement), NABARD, Madhya Pradesh Regional Office, E-5, Arera Colony, Bhopal

Note: Any incomplete Financial bid will be rejected.

Name of Tenderer: _____

Address: _____

Contact Number: _____

Signature of the
Tenderer/Authorised Signatory with seal

Part-2 (Price/Financial Bid)

Tender for Comprehensive Maintenance for to Sweeping and Cleaning works in its two residential colonies at sector-A & C of Shahpura, Bhopal (for period- 01 April 2020 – 31 March 2022

PREAMBLE

A) Quoted rates should be workable and reasonable and should include:

- i. Rate should include GST, Safety Insurance and all applicable charges.
- ii. Goods & Service Tax (GST) will be payable extra as per applicable rates and will be paid as per the payment method prescribed from time to time
- iii. Payment to all the contract workers engaged by contractor on site as per minimum wages as notified by Regional Labour Commissioner, Govt. of MP from time to time. The payment shall be made to saving bank account of the workers.
- iv. ESI & PF benefits (Employer's contribution towards ESI & PF)
- v. Any increase in minimum wages during the currency of the contract
- vi. Cost of equipment/machinery, if required
- vii. Insurance (Both Workmen's Compensation and Contractor's All Risk policy)
- viii. Cost of two sets of uniform and one set of shoes per annum
- ix. Charges, if any, towards safe disposal of garbage from NABARD premises in safe municipal dump
- x. Incidental expenses and all overheads and profits.
- xi. Electrician shall have valid electrical license.

B) The contractor should, if asked for by NABARD, furnish Rate Analysis, along with the price-bid, for the rates quoted by them in this tender.

C) Rates shall have to be quoted both in words and figures

Price/Financial Bid: Bill of Quantities

Tender for Comprehensive Maintenance for to Sweeping and Cleaning works in its two residential colonies at sector-A & C of Shahpura, Bhopal (for period- 1 April 2020 – 31 March 2022)

Sl. No.	Description of work	Unit	Amount per month in Rs.	
			(Amount in figures)	(Amount in words)
1	Sweeping and Cleaning: Monthly charges for Comprehensive Maintenance as per the scope of works mentioned in tender for satisfactory upkeep of the residential premises. The rates include keeping six sweepers at Officers Colony (100 flats) and Two sweepers at Staff Colony (40 flats) as per details given in the scope of work and terms and conditions of the tender and including the supervision cost of the contractor.	Lump sum charges per month		
	Total amount per month for AMC excluding GST(Rs.)			
	GST @ 18 % (as applicable) on monthly total amount			
	Total amount per month for AMC including GST @18% (Rs.)			

**Name & Address
of the Agency :**

Contact Phone No. :

e-mail :

**Signature of Authorized Signatory
with SEAL :**

Place :

Date :