



**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,  
HARYANA REGIONAL OFFICE ,  
PLOT No.03, SECTOR- 34 A, CHANDIGARH – 160022**

**TENDER FOR/ निविदा**

**Annual Maintenance Contract for Providing Services of Runner Boy and Part Time  
Sweeper in Cluster Offices at Ambala, Gurugram, Hisar, Karnal and Rohtak in Haryana  
through- **TWO BID TENDER****

Name of the Contractor to whom issued or who has downloaded from website/  
ठेकेदार का नाम जिसको जारी किया गया है या जिसने वेबसाइट से डाउनलोड किया है :

Address/ पता : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

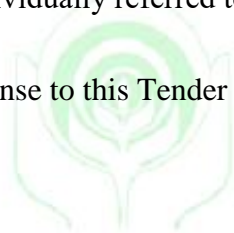
निविदा संख्या : 2041/ Cluster Staff-110/2021-22  
Tender No: 2041/ Cluster Staff-110/2021-22

**Earnest Money Deposit: ₹ 40,000/- (Rupees Forty thousand only)**  
**बयाना राशि : ₹40,000/- ( चालीस हजार रुपए)**

**Chief General Manager,  
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,  
HARYANA REGIONAL OFFICE ,  
PLOT No. 03 , SECTOR- 34 A, CHANDIGARH - 160022**

### **Important Definitions**

1. “NABARD” means National Bank for Agriculture and Rural Development.
2. “The Bank” means NABARD, Haryana Regional Office, Chandigarh.
3. “Recipient”, “Respondent”, “Tenderer”, “Contractor”, “Agency”, “Applicant” and “Bidder” means respondent to the Tender Document.
4. “RO” means NABARD, Haryana Regional Office.
5. Selected Bidder and Bank shall be individually referred to as “Party” and collectively as “Parties”.
6. “Bid” , ‘Tender”, “Offer” means response to this Tender Document.



## **Disclaimer**

The information contained in this Tender Document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of National Bank for Agriculture & Rural Development (NABARD), Haryana Regional Office, Chandigarh is provided to the bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is not an offer or invitation to bid by NABARD, Haryana RO, Chandigarh to any party other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this Tender Document is to provide the bidder(s) with information to assist them in formulation of their proposals. This Tender Document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis regarding any information contained in the Tender Document and the meaning and impact of that information and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice. National Bank for Agriculture & Rural Development, Haryana RO, Chandigarh makes no representation or warranty, express or implied, and shall incur no liability under any law, statute rules or regulations as to the accuracy, reliability or completeness of this Tender Document. National Bank for Agriculture & Rural Development, Haryana RO, Chandigarh may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

This Tender Document has been prepared solely for the purpose of enabling the Bank in defining the requirements for engaging the Services of an Agency for providing Services of Runner Boy and Part Time Sweeper in Cluster Offices at Ambala, Gurugram, Hisar, Karnal and Rohtak in Haryana.

The Tender Document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process.

## **TABLE OF CONTENTS**

### **TWO BID TENDER FOR PROVIDING SERVICES OF RUNNER BOY AND PART TIME SWEEPER IN CLUSTER OFFICES AT AMBALA, GURUGRAM, HISAR, KARNAL AND ROHTAK IN HARYANA**

<b>SI.NO.</b>	<b>PARTICULARS</b>	<b>PAGE</b>	
		<b>FROM</b>	<b>TO</b>
1.	NOTICE INVITING TENDER (NIT)	5	7
2.	FORM OF SUBMISSION OF TENDER	8	8
3	TECHNICAL BID		
A)	SCOPE OF WORK	9	11
B)	PRE-QUALIFICATION CRITERIA with Part-I, Part-II & Part-III	11	19
C)	TERMS & CONDITIONS with GENERAL INSTRUCTIONS/ CONDITIONS OF OFFER & SPECIAL TERMS & CONDITIONS	20	23
D)	SAFETY CODE	24	24
4	ANNEXURE- 1 : Agreement Form	25	31
5	ANNEXURE- 2 : Report Format	32	33
6	ANNEXURE- 3 : Electronic Payment Details	34	34
7	ANNEXURE – 4 : Letter of Authorisation	35	35
8	ANNEXURE – 5 : EMD payment details	36	36
9	ANNEXURE -6 : Integrity Pact Format	37	41
10	ANNEXURE – 7 : Non-disclosure Format	42	48
11	ANNEXURE – 8 : Indemnity Bond	49	49
12	PRICE/ FINANCIAL BID ( to be submitted in separate sealed envelope only)	50	51

## **NOTICE INVITING FOR two bid envelope system ( NIT)**

### **Section 1 Notice Inviting Tender**

Ref. No. NB. HR. DPSP/2041/ Cluster Contract Staff-110/ 2021 -22 dated 07 January 2022

Madam/Dear Sir,

#### **Notice Inviting Tender – Annual Maintenance Contract for Providing Services of Runner Boy and Part Time Sweeper in Cluster Offices at Ambala, Gurugram, Hisar, Karnal and Rohtak in Haryana**

##### **1.1 Invitation for Bids**

National Bank for Agriculture and Rural Development (NABARD), is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "The Bank") having its Head Office at Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.

NABARD, Haryana Regional Office, Chandigarh intends to invite Techno-Financial Bids from qualified bidders, for Providing Services of Runner Boy and Part Time Sweeper in Cluster Offices at Ambala, Gurugram, Hisar, Karnal and Rohtak in Haryana. **A complete set of the Tender Document/Instructions for two bid envelope system can be obtained from NABARD website [www.nabard.org](http://www.nabard.org) and <https://eprocure.gov.in>.**

##### **1.2 Objectives of the Tender**

The Bank has floated this Tender to invite techno-financial (Two bid system) bids through two bid envelope system process, to engage a reputed Agency for Providing Providing Services of Runner Boy and Part Time Sweeper in Cluster Offices at Ambala, Gurugram, Hisar, Karnal and Rohtak in Haryana and executing an Annual Maintenance Contract from **01/02/2022 to 31/03/2023** which can be renewed on existing terms & conditions subject to review of annual performance of the agency. The extension will be given on the sole discretion of NABARD. The tender document is available free of cost from NABARD website – [www.nabard.org](http://www.nabard.org) .

##### **1.3 Tender Submission**

The Bids can be submitted through **two bid envelope system** for the aforesaid Tender as per detailed technical specifications and other requirements as mentioned more specifically in the tender document. The tenderer has to submit the two envelopes; one envelope of “Technical Bid” by superscribing “ Technical Bid for

Runner Boy and Part time Sweeper for Cluster Office” and other enveloper of “Financial/Price Bid” by superscribing “ Financial/Price Bid for Runner Boy”. These two envelopes may be kept in one big envelope by superscribing “ Tender for Runner Boy and part time sweeper in Cluster Office” addressed to Chief General Manager, NABARD, Sector 34-A, Haryana.

The tender will be available to the bidders /contractors on NABARD’s website <https://www.nabard.org/> as well as from Central Public Procurement Portal for download from **5PM onwards from 07.01.2022.**

#### 1.4 Tender Schedule

The details related to Bid Collection and submission are given below:

<b>Bid Reference number</b>	<b>Ref. No. NB. HR. DPSP/2041/ Cluster Contract Staff-110/ 2021 -22 dated 07 January 2022</b>
Earnest Money Deposit (Interest free and Refundable) (To be paid before submission of the Bid & its acknowledgement have to be uploaded)	₹ 40,000/- (Rupees Forty Thousand only) by way of NEFT to NABARD current A/c as per the bank details given below : Name of the A/c Holder : National Bank for Agriculture and Rural Development Bank Name : NABARD Branch Name : Head Office, Mumbai IFSC : NBRD00000002 A/C No : NABADMN40 Type of A/c : Current
Date of issue of the Tender	<b>07 January 2022</b>
Last date for submission of pre-bid queries	<b>14 January 2022 upto 10.30 A.M. and your details may be shared for sending link for online Pre-bid meeting</b>
Pre-Bid Meeting	<b>14 January 2022 at 11.30 A.M. – agencies may join physically or through online. It will be held in main conference room, 2<sup>nd</sup> Floor, NABARD Haryana Office, Chandigarh.</b>  <b>The pre-bid clarifications will be issued and will be part of tender, if any. If no agency comes for pre-bid meeting till 12:00 Noon, it will be presumed that all bidders have understood the tender. NABARD reserves the right to revise technical and price bid after pre-bid meeting.</b>
Last date and time for submission of Bids	<b>21 January 2022 upto 2.00 p.m.</b>
Opening of Technical Bid	<b>21 January 2022 at 3.00 PM at NABARD Haryana Regional Office, Sector 34 A, Chandigarh.</b>
Opening of Financial Bid	Date & time will be advised separately to the shortlisted/qualified bidders
Contact Persons & Email	For any clarification you may contact below mentioned Phone/Mobile nos. and email ID :  1. Sh. Devinder Kumar, Asst. General Manager 9417007233

	<p>2. Sh. Rajat Verma, Assistant Manager , 9717076791</p> <p>Email- <a href="mailto:dpsp.haryana@nabard.org">dpsp.haryana@nabard.org</a></p>
--	--

-sd/-  
( Ravinder Singh )  
Deputy General Manager  
Haryana Regional Office  
NABARD



**FORM OF APPLICATION FOR SUBMITTING TENDER**  
( to be submitted on Contractor's own letterhead)

Ref. No.

Date :

Chief General Manager  
National Bank for Agriculture and Rural Development  
Haryana Regional Office,  
Chandigarh – 160022

Dear Sir,

**Annual Maintenance Contract ( 01/02/2022 to 31/03/2023) for Providing Services of Runner Boy and Part Time Sweeper in Cluster Offices at Ambala, Gurugram, Hisar, Karnal and Rohtak in Haryana.**

1. With reference to your advertisement in the Newspaper on \_\_\_\_\_ for the tender for the captioned work, I am / We are pleased to offer myself/ourselves to be prospective bidder for this work in your organization.
2. I am / We are already registered/empanelled with “ \_\_\_\_\_ ” (write one/two names of Govt./ Semi Govt. / Govt. Undertakings/Autonomous bodies/Bank/Reputed Private corporate company with which the Applicant is registered. All the desired information, documents and certificates as required by you, are enclosed herewith in the prescribed proforma as per tender requirement for your perusal.
3. I / We have read and understood the tender and Instructions/conditions appearing in the techno-financial bid/ tender and I/We understand that if any false information is detected at a later stage, any future contact made between me/ourselves and NABARD, on the basis of the information given by me/us , will be treated as invalid by NABARD.
4. I/We agree that the decision of NABARD, Haryana RO, Chandigarh in selection/shortlisting/empanelment/awarding will be final and binding on me/us.
5. All the required information have been furnished along with price/financial bid through two bid envelope system.
6. I/We also agree that I/We have no objection if enquiries are made about the works listed by me /us in the accompanying sheets/ documents as well as for any other additional inquiry/documents sought by NABARD on mine/our submitted documents.
7. I/We, therefore, request you to kindly do the needful to shortlist/pre-qualified me/us for the captioned work.

Thanking you

Yours faithfully,

(Signature of Authorised person on behalf of firm/agency/contractor)

Attachments – Technical Bid and Price/Financial Bid through two bid envelope system



## **Section 02 TECHNICAL BID**

### **A. Scope of Work under AMC Work**

#### **A.1 Description of the Property-**

##### **Cluster Office Locations:**

Sl. No.	Cluster Office	Address of Cluster Office
1	Ambala	2nd Floor, Bearing Property No. 341/290, Model Town, Old Delhi Road, Ambala City 134003
2	Gurugram	SCO 96, First Floor, Sector 10 A, Gurugram 122018
3	Hisar	SCO 9 A, First Floor, Sector 16/17, Hisar 125001
4	Karnal	SCF 49, Ground Floor, Sector 7, Karnal 132001
5	Rohtak	SCO 37, Ground Floor, Main Market, Sector 2, Rohtak 124008

Each Cluster office has office area of 960-1200 sq. ft. with 01 Pantry, 02-03 washrooms, staircases (as applicable), other Common Areas and open area around the building (including the road and pavement area) of the Cluster Offices. Minor increase / decrease in the area or change of office location may take place during the year and no extra payment and deductions will be made in this regard.

#### **A.2 Period of the AMC**

The contract shall be executed initially for a period of one year from **01.02.2022 to 31.03.2023** which may be renewed further on annual basis subject to review and satisfactory performance by agency and on mutual consent of both the parties on same terms and conditions of contract. The renewal will be done on the sole discretion of NABARD. The Tenderer is advised to quote the rates with due statutory provisions as necessary, based on the scope of works and specification/ description of items as well as terms and conditions contained in the Tender Document.

#### **A.3 Scope of Work at Cluster Office Premises at 05 locations in Haryana**

##### **a. Runner Boy on Monthly Basis**

- Opening and closing (locking and unlocking) of office by collecting and depositing the office keys from the residence of Cluster Officer/ Cluster in Charge of NABARD Cluster Office.
- Extending protocol to guests /visitors and attending telephone calls.

- Providing pantry related services, like preparation of tea/coffee, serving water, food to visitors/cluster officers, cleaning of utensils etc.
- Inward/outward of dak and receipt/ dispatch of dak
- Carrying of files, filing of documents and arrangement of files/books in cabinets.
- Provide support in conduct of visits/workshops/meetings/seminars, inside and visiting outside the office. Keep record of keys, newspapers, magazines etc.
- Taking care of services like water, telephone, electrical fittings, dead stock articles, pest control, provisions etc.
- Services may be provided on all working days and also in case of holidays (if required).
- Ensuring provision of any other service, all incidental and /or related work.

#### **b. Part Time Sweeper on Monthly Basis**

- Daily sweeping of all staircases and mopping/wet-cleaning/scrubbing of office premises and corridor, common area, washrooms, etc.
- Cleaning of all accessible external glasses (including windows of the office) and internally for the entire office premises building.
- Daily cleaning of all toilets including sweeping / mopping / wet-cleaning of floors, clearing and cleaning of litter bins, cleaning of mirrors, etc., as per requirement
- Disposal of garbage from the cluster office to the nearest designated MC disposal point (if required)
- Sweeping of open compound area of the office – daily
- Any other incidental or related work as per the instructions of the Bank.

Note – The consumables ( like harpic, acid etc.) and manual tools/tackles ( like broom, wiper, duster etc.) for cleaning and completing above works will be provided by the bank.

#### **A.4 Details of Manpower/persons to be provided and their timings**

##### **a. One Runner Boy:**

Timings for the duty –

Monday- 08:30 Hrs to 19:00 Hrs (or till closing of office)

Tuesday to Friday- 08:30 Hrs to 18:30 Hrs (or till closing of office)

##### **b. Part Time Sweeper:**

Timings- The sweeper is to engaged on part time basis from Monday to Friday for one/ two hour basis as per the extant DC Rates of concerned cluster district for the **minimum hours of engagement** of the part-time sweeper. The part time sweeper should be available anytime between 08:30 AM-10:00 AM. The holidays will be applicable as per the holidays of Cluster Offices of NABARD. The AMC service provider is to ensure availability of alternate runner boy/ part time sweeper when the concerned allocated manpower is one leave, failing which corresponding deductions in the wages will be made by NABARD.


Note- For emergency requirement, the engaged labour/workmen have to come to office without any extra/additional payment.

## B. Pre-Qualification (PQ) Criteria

### B.1 - Details of PQ Criteria

S.No	Criteria	Qualification	Supporting Documents to be uploaded
1	<p>Working Experience in House Keeping / Sweeping &amp; Cleaning as mainly described below:</p> <ul style="list-style-type: none"> <li>✓ Providing manpower (semi-skilled or unskilled) to various offices</li> <li>✓ Sweeping &amp; Cleaning of open space &amp; Common areas in the office buildings and residential Colony/ies.</li> <li>✓ Collection and segregation of the household waste (wet and dry waste) every day.</li> <li>✓ Cleaning / deep cleaning of residential flats, toilets and bathrooms etc.</li> </ul>	<p>Having experience of similar works during the last 07 years ending on 31 December 2021.</p> <p>Agencies with date of registration prior to 01 January 2015 are only eligible for participation.</p>	<p>Copies of registration or formation of firm shall be submitted.</p>
2	<p>Annual turnover during <b>each</b> of the three years ending 31 March 2021</p>	<p>Not less than Rs.6.00 lakhs</p>	<p>Copies of Audited Account Statements (Balance Sheets / P&amp;L A/c)</p> <p>2018-19</p> <p>2019-20</p> <p>2020-21</p>

3	Contractors/Agencies who are registered/empaneled with any Govt. Semi-Govt./ Govt. Undertakings / Autonomous bodies/ Reputed Corporate Sector Company /Banks and having experience of executing works under AMC contract as mentioned at S. No. 1	Agency/ contractor shall be empanelled / registered with any of these institutions	Copy of registration / empanelment may be submitted
4	Value of Works (AMC annual contract amount) attended in last 03 years  ( contractor has to fulfil at least one of three criteria and one year/annual value of the works will be considered under AMC)	Three works of the nature similar to details mentioned at Sr No 1 above of each work order value not less than Rs 08.00 lakh  Or  Two works of the nature similar to details mentioned at Sr No 1 above of each work order value not less than Rs 10.00 lakh  Or  One work of the nature similar to details mentioned at Sr No 1 above of work order value not less than Rs 16.00 lakh	Copies of work Orders / Agreements
5	Nature of Clients for on-going /existing AMC works	At least one of the on-going / existing maintenance contract with a Government Department/ Organisation/ PSU/ Bank/ Reputed private corporate company/ Corporation	Copy of the work Order for on-going works may be provided.

6	Own Office	Should have their own office within the areas of Chandigarh Tricity or anywhere in Haryana	Copy of Telephone Bill / Rent Agreement, etc
7	Registration with Govt. departments / Institutions	Copies of registration with Registrar of companies ( ROC ) / GST / Tax authorities	Copy of documents for the firm may be submitted.
8	Current/Saving Bank A/c in Commercial/ Co-operative / Regional Rural Bank	Details of Bank A/c may be given 	Copy of details of bank A/c

**Detailed Proforma for PO Criteria**

**PART-I  
BASIC INFORMATION**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Bidder's/Contractor Response</b>
1	Name of the organization/ Firm and address of Registered office	
2	Year of Establishment	
3	Type of Organisation ( like Sole Proprietorship, Partnership, private limited company, Public limited company, co-operative society etc. )	
4	Name of the Proprietor/Partners/Directors in the organisation	1. 2. 3.
5	Details of Registration a) Whether registered as partnership firm or company etc. b) Name of Registering Authority c) Registration No. d) Date of Registration	a) b) c) d)
6	Whether registered/ empaneled for similar works with a) Government / Semi-Government / Municipal Authority / Public Organization /reputed Private corporate company / Bank/ Autonomous bodies of Govt. ( Yes/No) b) If Yes, name of authority; and c) Since When	a) b) c)

7	Details of experience in the field of Housekeeping work as on 31/12/2021	Years
8	a) Areas of business activities, other than civil construction, if any, and b) Place and address of such business	a) b)
9	a) Address of the existing office through which the proposed work of the bank will be handled; and b) Name and Designation of Officer-in-charge	a) b)
10	Adequate and satisfactory evidence to indicate financial capacity of the person/organisation to undertake the said works like Certificates from Clients on timely completion of high value work/ copy of monthly AMC amount/ copy of <b>few AMC Contract Work Order</b> during last three year ending on 31.03.2021	
11	Name and Full address of the Bank/Bankers, Bank Code, IFSC code, Type of Account & Account no.	
12	Yearly turnover of the organization for the last 3 years ending 31 <sup>st</sup> March 2021  (Please, enclose copy of Audited Final Accounts in support.)	
	Year 2018-19	
	2019-20	
	2020-21	
13	a) Registered Office address and Telephone number of the bidder	
	b) Office address through which the work will be handled,	
	*Details of factory and its location, machinery, technical personnel to be employed to be attached in separate sheet.(If any)	

14	Whether working with any of the Govt./Semi Govt. Undertaking/s etc. as approved contractors and if so, furnish details in Part II as per PQ criteria	
15	Details of staff employed in the organization and if so, give details of their experience, qualification etc. Part III	
16	<p>a)Indicate if involved in any litigation, arbitration or any civil suits pending in any of the works executed during last 05 years/being executed.</p> <p>b)If yes, please furnish the name of the project, employer, nature of work, work order and date, contract value, present stage of work and brief details of litigation. Attach a separate sheet if required.</p>	
17	Kindly mention if your firm/agency/company is blacklisted/ debarred by NABARD mention the relevant details. Also, the details of re-empanelment by NABARD of the previously debarred/blacklisted firm, if any	

Note- Please attach self-certified copies of the following documents :

- a) Latest Income Tax Clearance Certificate
- b) Audited Balance Sheets and Profit & Loss Account for the past three years

\_\_\_\_\_  
Signature of the applicant  
( with seal )

Address :



## **PART – II**

### **COMPETENCE, CAPABILITY AND PREVIOUS EXPERIENCE**

**(a) LIST OF SIMILAR WORKS (AMC annual contract amount)  
OF HIGHER VALUES EXECUTED BY THE FIRM DURING  
THE **LAST 03 YEARS** ENDING 31/03/2021**

**(Costing more than **Rs. 08.00 lakhs** as mentioned in the eligibility/  
PQ criteria)**

\* The Details of previous experience and work for NABARD in any of the centers may be separately provided.(in tabular form).

Sl. No.	Name of the work & location	Nature of work Involved in the contract eg. Residential etc.	Name & address of the owner & Manager	The name & full address of the officer under whom the work was carried out.	Contract/ Work order Amount		Contract period stipulated	Contract period actual	Whether the work was left incomplete or contract was terminated from either side. Give full details.	Any other relevant information including reason, if any, for delay in completion of work.
(1)	(2)	(3)	(4)	(5)	(6)		(7)	(8)	(9)	(10)

**SIGNATURE OF THE APPLICANT  
(WITH SEAL)**

\* Attach a separate sheet, if required.

**(b) LIST OF IMPORTANT WORKS (AMC annual contract amount) IN  
HAND/EXISTING/ON-GOING**

(Costing more than **Rs. 08.00 lakhs**)

Sl. No.	Name of the work & Location	Nature of work Involved in the contract (e.g. residential , offices, industrial etc.)	Name & address of the owner & Manager	The name & full address of the officer under whom the work was carried out.	Contract Amount	Contract period as per agreement	Actual Contract period	Whether the work was left incomplete or contract was terminated from either side. Give full details.	Any other relevant information including reason, if any, for delay in completion of work.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

\_\_\_\_\_  
**SIGNATURE OF THE APPLICANT**  
(WITH SEAL)

\* Attach a separate sheet, if required

### **PART-III**

#### **1. Details of key Administrative Personnel:**

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

2. Please give reference with full postal address of two persons ( Manager/ Owner or top officials of an organization for whom the applicant has been associated for Housekeeping work ), who may be directly contacted by the Bank or by the Bank's Official about the ability, competence or capability of the applicant's organization.

2.a Copies of client certificate for the executed and completed work as mentioned in Part II (a)

2.b. Self-certified copies of work order/ agreements , client certificates etc. for the executed and completed work as mentioned in Part II (a)

3. Number of sheets attached in this regard :

**Signature of the applicant**  
**Seal**

**\* Attach a separate sheet, if required**

## C -TERMS & CONDITIONS

### C.1 - General Instructions/Conditions to the tenderer/bidder / Agency

1. Intending applicants are required to submit the full bio-data giving details about their organization , experience , technical personnel in their organisation, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed form/format which will be kept confidential.
2. While deciding upon the selection of Tenderers/agency/contractor, emphasis will be given on the ability and competence shown in good quality work executed to meet PQ criteria in accordance with the specifications and within the time schedule as mentioned in the attached performa.
3. Decision of the Bank in regard to selection/empanelment of contractor/agency/firm will be final. The bank is not bound to assign any reason thereof.
4. Each page of the application shall be stamped and signed by authorized signatory of the firm/agency/contractor as a token of acceptance or of self-certification. The authorized person shall have necessary authorization / power of attorney to do so.
5. If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper stated therein the part of the proforma and serial number of relevant row. Separate sheet shall be used for each part.
6. NABARD reserves the right to verify any or all the documents furnished by the Tenderers/applicant/agency/firm with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof.
7. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies. Any agency blacklisted /debarred by NABARD will be ineligible to participate in the tendering process. In case the debarred agency has been empaneled by NABARD in any office, the same may be mentioned.
8. Agency/contractor has to submit the one sets of documents relating to PQ criteria.
9. 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 tender/work order amount for PQ criteria.
10. Clarifications regarding applying for tender , if any required, may be obtained from Deputy General Manager, NABARD, Haryana RO, Chandigarh by sending email to [dpsp.haryana@nabard.org](mailto:dpsp.haryana@nabard.org) till 10:30 AM of 14 January, 2022.
11. Applicants shall have office in the Chandigarh Tricity or anywhere in Haryana for participating in tender.
12. No mobilization advance will be given by NABARD, so necessary financial resources will be mobilized by agency/contractors.
13. Rates for the Item Rate Tender shall be quoted as per the stipulated technical specifications and in accordance with terms & conditions of tender and visiting the sites. Quoted rates shall be inclusive of all applicable taxes, statutory payments and latest minimum wages. Contractor shall ensure the desired quality in the work.
14. Interest free initial EMD ( Earnest Money Deposit) amount of Rs.40,000/- shall be deposited in NABARD A/c before the last date of submission of tender. EMD amount of unsuccessful bidders will be refunded.
15. Validity of submitted tender will of 03 months. The work will be awarded on the basis of Least Cost System (LCS) on **total quoted amount** as mentioned in Section -2 Price / Financial Bid-. The pre-bid meeting clarification & Integrity pact (IP) will be part of tender. The integrity pact shall be submitted alongwith Technical Bid with proper judicial stamp paper.
16. All the disputes will be settled amicably or through arbitration as per Arbitration and Conciliation Act with amendments upto December 2021.
17. Successful bidder has to give Indemnity Bond to NABARD.

## **C.2 - Special Terms and Conditions**

1. In the event of the bidder / tenderer quoting “NIL” charges for contractor profit & overhead charges , the bid shall be treated as **unresponsive** and will not be considered. It should be kept in mind that the charges for supplying/arranging the dress/uniform cost, gratuity , charges for coming to office etc., insurance expenses etc. shall be mentioned in the “overhead charges” in Price Bid.
2. The Bank 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 the Bank. If required, the Bank may call written clarification from the 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 the Bank within a stipulated time. The Bank reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract. The contractor has to submit the Annexure-2 details with bill/s for settlement.
3. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
4. The responsibility of engaging and maintaining approved strength of housekeepers/manpower lies with the Contractor. The Contractor shall ensure timely attention and completion of the routine works within the given time frame. In case of non-attendance or non-timely attendance or below-standard carrying out of any work by the contractor, the Bank shall get the work satisfactorily carried out through its other agencies at the risk and cost of the contractor. Apart from making payments to the said other agencies from the dues of the contractor, the Bank shall also levy a penalty @ 1.5% of all such payments made.
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, a penalty of Rs. 50.00 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. If the contractor continues to fail to engage sufficient workers and does not show sufficient progress in attending to the works, NABARD may, after issuing written notices, levy additional penalty at its discretion, which will be recovered from the Contractor's bill. After three notices for improving services, NABARD has right to cancel the AMC agreement by giving 30 days final notice.
7. In case of emergency / exigency, no extra payment for working in odd hours will be made. The property will be handed over to the Contractor for the AMC 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.
8. NABARD reserves to change scope of work or the number of workers during the contract period. NABARD may at its discretion increase or decrease the number of workers. The payment will be made on the basis of supplied manpower to NABARD/bank.

9. Rates are to be quoted inclusive of all prevailing taxes, levies like GST, etc. and as per scope of housekeeping work & BOQ and after visiting the site.
10. I have understood the clarifications given during the pre-bid meeting and all are acceptable to me.
11. Bidder may specify particulars of the other statutory payments. if any. If the Bidder doesn't quote for the other statutory payments. Then responsibility of such payments will be borne by the bidder himself and NABARD will not be responsible for the same and will not entertain any claims thereon in this regard.
12. The quoted rates in price bid ( for runner boy/ part time sweeper ) will be considered for revision only in case of (i) revision of minimum wages by state govt./centre government/ DC Rates and (ii) revision of statutory taxes like GST to the relevant extent. For any other reasons, there will not be any escalation or price increase during the Contract Period.
13. The contractor has to quote for all the items of BOQ in Price Bid. Incomplete BOQ will not be considered. No conditional bid/offer will be accepted.
14. The rates have to be quoted by including GST even if the contractor is not registered with GSTN. The rates will be compared only after comparing rates with taxes while evaluation of the price bids.
15. Before deployment of staff, their bio-data / competence shall be verified by the Bank's Officials/ designated official in the beginning of AMC as well as at the time of changing the staff/labour. The contractor will provide ID to engaged manpower/labour.
16. The contractor has to give satisfactory services for all works AMC and bank reserves the right to remove/ delete any particular work from the awarded AMC.
17. The contractor has to submit monthly/ quarterly bill, as the case may be. Statutory & applicable deductions will be done in the bill payments as per the applicable penalty clauses in the tender document.
18. The contractor will comply all the Labour Law requirements and maintain the muster roll and wage register etc. and produce the same in the Cluster Office and/ or NABARD Regional Office. If required. The contractor shall submit the necessary information/ data to the concerned statutory authorities and bank officials in the desired format for verification /checking or signing in these documents. All the payment to the workmen/labour shall be made in their bank account and submit the bank the documentary evidences in this regard.
19. The working hours as mentioned in price bid includes **one- hour lunch break.**
20. **All the charges viz. for dress/uniform, insurance, local conveyance for coming to office etc. shall be included as "Overhead Charges" in the price bid.**
21. Cleaning material required for housekeeping activities as per the scope of work will be provided by the Bank as per the requirement assessed by the officials of the bank.
22. The cost of the stamp papers will be borne by the successful bidder/tenderer. The original documents will be kept by NABARD.

#### **Declaration by the Contractor**

We / I have read and understood the Scope of Work , general & special terms and conditions of the “AMC Work for Providing Services of Runner Boy and Part Time Sweeper in Cluster Offices at Ambala, Gurugram, Hisar, Karnal and Rohtak in Haryana”. We / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

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

Signature :

Place:

Date :

Name and Seal:



## **Section D**

### **Safety Code**

1. 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.
2. The Contractor shall maintain in a readily accessible place **first-aid** appliances including adequate supply of sterilized dressings and cotton wool. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Smoking and chewing pan/tobacco/gutkha, consuming alcohol any other drugs etc by persons deployed by Contractor are strictly prohibited in the building premises.
4. The Contractor shall ensure that the persons deployed for the work are well conversant with the operation of fire extinguishers. In case of fire emergency, it should be ensured by the contractor that the staff deployed by him/her should be able to handle and use fire extinguisher. Any expense occurred towards such training on fire-fighting, will not be paid by NABARD.
5. The Contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding the safety during working of his staff in the premises/site. The contractor has to ensure that the persons deployed at the site should wear proper uniform and carry ID cards within NABARD premises.
6. It is entirely the responsibility of the contractor to follow the safety procedures depending upon the nature of works and the Contractor is free to approach NABARD for any suggestion in this regard. However, if there is any lapse in following the safety procedures, the same will be viewed seriously.
7. A penalty of Rs. 100/- (Rupees. One Hundred only) shall be levied for violation of safety norms. A penalty of Rs. 200/- (Rupees Two Hundred only) shall be levied if violation is repeated.
8. Penal action will also be taken if the Contractor's supervisors and workmen do not wear proper uniforms/dress 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.
9. The decision of the Bank in all cases attracting penalties shall be final and binding on the contractor.
10. An adequate insurance cover 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 performing the work and Bank should be kept indemnified from any such eventualities. In case of fire emergency, it should be ensured by the contractor that the staff deployed by him/her should be able to handle and use fire extinguisher.

#### **Declaration by the Contractor:**

We / I have read and understood the Safety code for the said contract 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.

Signature:

Place:

Date :

Name and Seal:



**Agreement Format**

(On Non- Judicial stamp paper of Rs 200/- to be borne by contractor)

**AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT OF PROVIDING RUNNER  
BOY and SWEEPER ( PART TIME)****THIS AGREEMENT** is made in Chandigarh on this \_\_\_\_\_ day of 2022**BETWEEN**

National Bank for Agriculture and Rural Development a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Haryana Regional Office at Annexe Building, Plot No- 3, Sector 34-A, Chandigarh – 160022, hereinafter referred to as **NABARD** (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the **ONE PART**.

**And**

M/s \_\_\_\_\_ a firm/ society/ company registered/incorporated under the Companies Act, 1956 Act having its registered office at \_\_\_\_\_ hereinafter referred to as the ‘Contractor’ (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the **OTHER PART**.

(NABARD and the Contractor are collectively hereinafter referred to as “**the Parties**”)**WHEREAS**

- (1) NABARD, being desirous of outsourcing the works relating to Annual Maintenance contract for Housekeeping, open space cleaning, garbage collection, flat/ façade cleaning Services (hereinafter referred to “**the said works**” of its premises at building (hereinafter collectively referred to as **the said premises**” for the period of 01.02.2022 to 31.03.2023 had vide its letter no \_\_\_\_\_ Dated \_\_\_\_\_ issued a “Notice Inviting Tender” (hereinafter referred to as “the NIT”) inviting bids for providing the said works at the said Premises. A copy of the NIT is annexed herewith as “Annexure 1” and to be read as part and parcel of this Agreement.
- (2) The Contractor had, vide its letter dated \_\_\_\_\_ 2022 submitted its Tender for undertaking the said works at the said Premises.
- (3) NABARD, vide this letter of Intent No \_\_\_\_\_ Dated \_\_\_\_\_ 2022, had selected the Contractor for carrying out the said works at the said Premises.
- (4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

**NOW THIS INDENTURE WITNESSES AS FOLLOWS:**

1. The Contract shall commence from 01.02.2022 and shall continue till 31.03.2023 unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of **Rs** \_\_\_\_\_ **for a period of one year** to the contractor for carrying out the said works in the said Premises as per the details given in NIT/tender. The rate will remain fixed throughout the entire period of contract is inclusive of all costs

such as insurance, taxes, duties, leaves, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. However, in case of payment of supply of un-skilled & semi- skilled labour, the quoted rates will be revised proportionately as per the revision in minimum wages as announced by State/ Central Govt./DC rates whose rates are adopted on monthly/ quarterly basis as indicated in the price bid /tender document.

2. The contract may be extended for further period's after the expiry of the initial period i.e 31.03.2023 as indicated in the tender document NABARD shall, in that event, make a request contract/ extended contract and upon such request, the Contractor shall provide the said works at the said Premises. On the same terms and conditions or with some addition/ deletion/ modification, for further specific period. Mutually agreed upon by the parties.
3. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.
4. The Contractor should make discreet inquiries about the character and antecedents of the persons whom they are deploying in NABARD. The contractor shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.
5. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by:-
  - i) List of Individuals deployed.
  - ii) Bio-data containing educational qualifications and previous experience /s, date of birth, etc.
  - iii) Certification of verification or antecedents of persons by local body /police authority.
  - iv) Identity Cards bearing Photograph.
6. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in the Price Bid of the tender document. No additional payment shall be made if the contractor keeps more staff for completing the pending work or if minimum staff strength is not able to perform satisfactorily as per the Contract provision. All deployed manpower shall wear Identity Cards provided by the office every day during working hours.

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

7. The said works at the said Premises which will be entrusted to the Contractor from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.
8. The Contractor shall, for all intents and purposes. Be the "Employer" within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him 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 provisions of the Industrial Disputes Act,1947 or Contract Labour (Regulation & Abolition) Act,1970.

9. The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc. as may be necessary or required for carrying out the said works in the said Premises in accordance with this Agreement. The Contractor shall also inform and assist NABARD in procuring any registration, permissions or approvals. Which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement. The Contractor shall obtain appropriate license under the Contract Labour ( Regulation and Abolition) Act 1970 and the Rules and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and / or renewed from time to time throughout the currency of this Agreement.
10. All persons deployed by the Contractor in NABARD will be subjected to security check by the NABARD while entering and leaving the premises. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.
11. The Contractor shall attend to complaints relating to the said work received from the employees of the NABARD and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.
12. The Contractor shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.
13. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions / duties, or for payment towards any compensation.
14. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Contractor so deployed enters in dispute of any nature Whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.
15. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD. It will be the responsibility of the Contractor for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.
16. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, and Sweater to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as safety shoes, gloves, masks etc.
17. The Contractor, wherever and whatever material is provided by NABARD shall use it properly, any improper use leading to wastage/ pilferage shall be made good by the Contractor to NABARD.
18. NABARD will not be liable for any loss, damage, theft burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel

of the Contractor. 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/Insurance) for his employees at his cost and should be responsible for the safety of persons employed by him.*

19. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, administrative/ organizational matters as all are of confidential / secret nature.
20. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.
21. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks. Paan, smoking, loitering without work etc.
22. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the office NABARD. so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
23. The Contractor shall immediately provide a substitute in the event of any person leaving the job duty to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost thereof shall be recovered from the Contractor at the discretion of NABARD. 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. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.
24. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/ conflict of interest/ improper conduct.
25. In case, the manpower deployed by the Contractor commits any act of omission/ commission that amounts to misconduct/ indiscipline/ incompetence, the contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD remove him / them from the said Premises.
26. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act. 1948 as applicable in the UT Chandigarh / GOI whichever is higher on a monthly basis. The Contractor shall also make PF contribution ESI contribution, and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.
27. The Contractor, as taxable service provider, must be registered with central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices/ Bills/ Challans should be serially numbered and it should contain the Name and Address of Service Provider & Service Receiver, Description of services etc.

28. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are released before the 7<sup>th</sup> day of the following month in the presence of NABARD's representative, irrespective of receipt of payment from NABARD. The payment shall be made in the bank account of the workmen/deployed person.
29. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act or other statutory deductions, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.
30. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
31. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand. To NABARD or any other authority under law.
32. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part or its staff and its employees etc. if NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees/ agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/ or deduct any of the amounts as aforesaid from the payments due to the Contractor under this Contract.
33. The Contractor will have to deposit an interest free earnest money deposit (EMD) of Rs.40,000/- ( Rupees Forty thousand only) which will be kept by NABARD till the continuation of services from the engaged agency (through NEFT in NABARD A/c) alongwith tender. In case the Agreement is further extended beyond the initial period, the security deposit would be retained.
34. In case of breach of any terms and conditions of this Agreement, the EMD Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.
35. In case, the Contractor fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/ obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the EMD/security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.
36. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.
37. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement, 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 performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.
38. The Contractor shall not transfer, assigns, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.



39. If the services of the contractor are not found satisfactory, the contractor will be given one-month notice 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. However, the Contractor fails to Deposit will be forfeited. Notwithstanding anything contained in this Agreement. The Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till date of termination this Agreement.
40. On the Expiry or early termination of the Agreement the Contractor will withdraw all its personnel without in any way causing any damage to the said premises and the property therein and clear their accounts by paying them all their legal dues. The persons deployed by the contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/ otherwise capacity in NABARD.

#### **41. Resolution of Disputes**

- 41.1 This Agreement shall be governed by and construed in accordance with the laws of India.
- 41.2 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representatives.
- 41.3 In case of failure to resolve the dispute and differences amicably within 30 days of the receipt of notice by the other party. Then the same shall be resolved as follows:  
"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration with latest amendments and the award made in pursuance thereof shall be binding on the parties.
- 41.4 The Venue of the arbitration shall be at **Chandigarh.**
- 41.5 The language of arbitration shall be English.
- 41.6 Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that it requires discontinuation of services.
- 41.7 That the several parts of this contract have been read by the tenderer and fully understood by the tenderer.

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

For and on behalf of National Bank for Agriculture & Rural Development (NABARD)

Name :
Designation :
Place :
Signature

For and on behalf of \_\_\_\_\_ ( Tenderer)

Name :
Designation:
Place:
Signature

IN THE PRESENCE OF

Signature	Signature
Name:	Name:
Date:	Date:



**Annexure -2**

**Report** in respect of the Works of Runner Boy and Part Time Sweeper carried out at the site and to be submitted along with the bill by the contractor

Name of the Site: \_\_\_\_\_ Cluster Office

Address- \_\_\_\_\_

**(i) Runner Boy- Month \_\_\_\_\_**

SN	Date	Present / Absent/ Holiday

**Signature of Cluster in Charge:**

**(ii) Part Time Sweeper – Month \_\_\_\_\_**

SN	Date	Present / Absent/ Holiday

**Signature of Cluster in Charge:**

The Performa may be modified as per the site, scope of work and schedules thereof.



**PROFORMA FOR ELECTRONIC PAYMENT**

Details of Bank account to be furnished by the Contractors for effecting payments

1	Name of the Account Holder (As appearing in the Bank Account)	
2	Name of the Bank	
3	Name of the Branch	
4	Account number	
5	RTGS/NEFT/IFS Code	
6	Type of Account (Savings, Current, etc)	
7	PAN Number	
8	GSTN Number	

Signature

Please attach

- i. Photocopy of one cancelled cheque leaf of the above Bank Account
- ii. Copy of PAN Card and
- iii. Copy of GST No
- iv. Copy of Registration of the Firm



**Letter of Authorization to Bid**

(LETTER TO THE BANK ON THE COMPANY'S / FIRM'S LETTER HEAD)

Ref No: \_\_\_\_\_ Date: \_\_\_\_\_ 2022

To

The Chief General Manager

Haryana RO, Sector 34 A, Chandigarh-160022.

Dear Sir,

Subject: Authorization Letter for submitting the tender/ bid documents

Ref: Tender no/name.....

This has reference to your above RFP for 'Annual Maintenance Contract for Providing Services of Runner Boy and Part Time Sweeper in Cluster Offices at Ambala, Gurugram, Hisar, Karnal and Rohtak in Haryana' **Ref. No. NB. HR. DPSP/2041/ Cluster Contract Staff-110/ 2021 -22 dated 07 January 2022.** Mr/Mrs/Miss \_\_\_\_\_ is hereby authorized to participate in signing the tender documents , in opening (Technical and financial bids) and to sign the contract on behalf of our organization required by the bank for this tender.

We confirm that all the prices quoted in tender by him/her shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till tender process is completed. Certified Xerox copy of Power of Attorney (P/A) of the person authorising such person is duly submitted, if applicable.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered against this tender/bid.

The specimen signature is attested below:

\_\_\_\_\_

Specimen Signature of Representative

Thanking you.

Yours faithfully,

\_\_\_\_\_

Signature of Authorizing Authority

\_\_\_\_\_

Name of Authorizing Authority

(Certified Xerox copy of P/A of authorised Signatory/authority is to be submitted, if applicable)

Note:

This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.

**Annexure 5****Details of EMD Deposited**

Name of the Firm / Agency	
Name of the Bank as per details in NIT	
Amount (Rs)	40,000/-
UTR No	
Date	



**Pre-Contract Integrity Pact (on Rs.100/- stamp paper)**

Between

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

And

..... hereinafter referred to as

**“The Bidder/Contractor”****Preamble**

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

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

**Section 1 – Commitments of the Principal**

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

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

- c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

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

bids or any other actions to restrict competitiveness or to introduce 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 1 – 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 1, 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 1, or if the Principal is entitled to terminate the contract according to Section 1, 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**

- (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 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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





### Non-Disclosure Agreement Form

This Non-Disclosure Agreement made and entered into at ..... this.....day of ..... 2022.

BY AND BETWEEN

..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at ..... (hereinafter referred to as the Agency, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

National Bank for Agriculture and Rural Development, a body corporate established under an act of Parliament, viz., National Bank for Agriculture and Rural Development Act, 1981 having its Haryana regional office at Plot no-3, Sector-34 A, Chandigarh – 160022 (hereinafter referred to as “NABARD” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

1. The Agency and NABARD are hereinafter collectively referred to as “the Parties” and individually as “the Party”
2. Receiving Party means who receives the confidential information.
3. Disclosing Party means who discloses the confidential information.

WHEREAS:

1. NABARD is engaged in banking business and floated a Request for Proposal to appoint Agency for Annual Maintenance Contract for Providing Services of Runner Boy and Part Time Sweeper in Cluster Offices at Ambala, Gurugram, Hisar, Karnal and Rohtak in Haryana’, the scope of which is specified in NIT Ref. No. NB. HR. DPSP/2041/ Cluster Contract Staff-110/ 2021 -22 dated 07 January 2022 and whereas \_\_\_\_\_ (Name of Agency) has through a tender process, bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Implementation partner some Confidential Information (as hereinafter defined), to enable the Implementation partner to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").
2. The Agency is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.

3. The Implementation partner is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.
4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the above premises and NABARD granting the Implementation Partner and or his agents, representatives to have specific access to NABARD property / information and other data it is hereby agreed by and between the parties hereto as follows:

### **1. Confidential Information:**

- i. “Confidential Information” means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the agency during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the agency to carry out the assignment and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential".
- ii. “Confidential Information” also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.
- iii. Information such as (i) intellectual property information (ii) technical or business information or material not covered in (i) (iii) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc. and (v) all such other information which by its nature or the circumstances of its disclosure is confidential
- iv. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual

property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

- v. The Agency may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the purpose stated above.
- vi. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.
- vii. Confidential Information does not include information which:
  - a) is or subsequently becomes legally and publicly available without breach of this Agreement
  - b) was rightfully in the possession of the agency without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient
  - c) was rightfully obtained by the agency from a source other than NABARD without any obligation of confidentiality
  - d) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality
  - e) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential information shall be returned to NABARD or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.

In the event agency is legally compelled to disclose any Confidential Information, agency shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. The agency shall not disclose to third party any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the agency will apply to its own similar confidential information but in no event less than reasonable care. Notwithstanding anything to the contrary contained herein, the Agreement shall be valid for a period of three years and the obligations of this clause shall survive the expiration, cancellation or termination of this Agreement for a period of three years

## **2. Non-disclosure:**

The Agency shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Agency who have a need to have access to and knowledge of the Confidential Information solely for the purpose authorized above. The Agency shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Agency agrees to notify NABARD immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding 'NABARD' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity, or
- b) any aspect of NABARD's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right, or
- c) Business processes and procedures, or
- d) Current and future business plans, or
- e) Personnel information, or
- f) Financial information
- g) Capital adequacy computation workings.



### **3. Publications:**

The Agency shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of NABARD.

### **4. Term:**

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The Agency hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed by NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Agency further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable for a period of three years from expiry. The Implementation partner agrees and

undertake to treat Confidential Information as confidential for a period of three years from the expiry, cancellation or termination of the date of the Contract/Agreement.

## **5. Title and Proprietary Rights:**

Notwithstanding the disclosure of any Confidential Information by NABARD to the Agency, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABARD.

## **6. Return of Confidential Information**

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

## **7. Remedies:**

7.1. The Agency acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Agency will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, NABARD shall be entitled, in addition to other remedies for damages & relief (as listed below but not exhaustive) as may be available to it, to an injunction or equitable or similar relief prohibiting the Agency, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees):

- a) Suspension of access privileges
- b) Change of personnel assigned to the job
- c) Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.
- d) Termination of contract

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

7.4. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

#### **8. Entire Agreement, Amendment, Assignment**

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

#### **9. Miscellaneous**

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

9.4. For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the Agency to Bank shall be the property of the Bank and shall not be considered as confidential information to the Bank. However, such service / solutions or other deliverables shall be considered as confidential information by the Agency and shall disclose such details to any third parties without having the express written permission of the Bank.

9.5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.



9.6. In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

9.7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.9 All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

## **10. Suggestions and Feedback**

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

## **11. Governing Law:**

The provisions of this Agreement shall be governed by the laws of India and the competent court at Mumbai shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

## **12. General:**

NABARD discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of National Bank for Agriculture & Rural Development (NABARD)

Name :
Designation :
Place :
Signature

For and on behalf of \_\_\_\_\_ Ltd.

Name :
Designation:
Place:

Signature
-----------

IN THE PRESENCE OF

Signature	Signature
-----------	-----------

Name:	Name:
-------	-------

Date:	Date:
-------	-------





**INDEMNITY BOND**

(On Rs.100/- Stamp Paper)

KNOW all men by these presents that I, Shri.....of M/s .....do hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development ( NABARD), having their Haryana Regional Office at Plot-3, Sector-34 A, Chandigarh – 160022 and M/s..... having their office at ..... on this ..... day of..... 2022.

WHEREAS NABARD have appointed M/s.....as the Contractor for their Proposed Service Work relating to " **Annual Maintenance contract for Providing Services of Runner Boy and Part Time Sweeper in Cluster Offices at Ambala, Gurugram, Hisar, Karnal and Rohtak in Haryana**".

THIS DEED WITNESSETH AS FOLLOWS :-

I/We M/s .....hereby do Indemnify, and same harmless NABARD against and from

1. any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,
2. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
3. any claim by an employee or contract labour of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.
4. any act or omission of mine/ours or sub-contractor/s if any, our/their servants or agents which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/s .....has set his/their hands on this .....day of ..... 2022.

SIGNED AND DELIVERED BY THE AFORESAID for M/s.....

Name of Signatory

IN THE PRESENCE OF WITNESS :

(1) .....

(2) .....

**Section -2 Price / Financial Bid-**  
**Annual Maintenance Contract for Providing Services of Runner Boy and Part Time Sweeper in Cluster Offices at Ambala, Gurugram, Hisar, Karnal and Rohtak in Haryana ( to be submitted in separate envelope)**

S. No.	Financial Particulars →  Item Description	A) Monthly amount calculated on the basis of latest Minimum wages (as per Central Government or State Government or DC Rates whichever is higher) inclusive of Special Allowance /VDA etc. and no. of days mentioned . (Monthly charges to be quoted in Rs. )	B) Add EPF (Employer Portion)@ 13% (in Rs)	C) Add ESI Contribution @ 3.25% (in Rs)	D)Other Charges/ policy / other statutory payments etc (inRs)	E) Sub Total (A+B+C+D)	F)Add Contractors Profit, Overheads etc.(in Rs)	G) SubTotal (E+F) in Rs	H)Applicable GST @ 18% ( in Rs)	I) Gross Monthly Charges per person[ G+H ] (Rs.)	No. of Persons	Total amount for one year and two months (Rs.) ie.14 months
1	Providing <b>Runner Boy</b> as per detailed description as well as terms & conditions mentioned in technical bid/ tender											
a	Ambala Cluster										1	
b	Gurugram Cluster										1	
c	Hisar Cluster										1	
d	Karnal Cluster										1	
e	Rohtak Cluster										1	
	<b>Subtotal 1</b>											
2	Providing <b>Part time Sweeper</b> as per detailed description as well as terms & conditions mentioned in technical bid/ tender											
a	Ambala Cluster										1	
b	Gurugram Cluster										1	
c	Hisar Cluster										1	

d	Karnal Cluster										1	
e	Rohtak Cluster										1	
	<b>Subtotal 2</b>											
	<b>Gross TOTAL ( 1+2)</b>											

**Total in Words-** \_\_\_\_\_

**Note – 1. The L-1 will be decided on the least cost method and on the basis of lowest total quoted amount.**

- 2. The no. of days for calculating monthly charges may be taken as 26 or 30 days as applicable and stipulated in Minimum Wage Act or DC rates notification etc.**
- 3. The payment will be made on the basis of Annexure -2 and certification from respective cluster office.**
- 4. The contractor may raise a preferably a single bill for payment.**
- 5. The price bid of technically qualified agencies will be opened.**
- 6. The tenderer has to submit the properly executed Integrity Pact with Technical Bid.**
- 7. The successful bidder has to supply the manpower on short notice after issue of work order.**
- 8. The EMD amount of unsuccessful tenderer will be refunded as per the details submitted by bidders. The EMD of successful bidder will be changed in RMD and will be kept with the NABARD without any interest obligation.**

**All the terms and conditions of the Tender accepted**

**( Stamp & Sign of bidder )**

**Date**