



परिसर, सुरक्षा और अधिप्राप्ति विभाग  
DEPARTMENT OF PREMISES, SECURITY  
AND  
PROCUREMENT

राष्ट्रीय कृषि एवं ग्रामीण विकास बैंक  
NATIONAL BANK FOR AGRICULTURE  
AND  
RURAL DEVELOPMENT

पंजाब क्षेत्रीय कार्यालय, सेक्टर 34 A, चंडीगढ़  
Punjab Regional Office, Sector 34 A, Chandigarh

**Tender For Annual Maintenance Contract for Providing  
Runner Boys Services (Maintenance staff) at Cluster offices  
Amritsar, Bathinda, Jalandhar, Ludhiana & Patiala.**

क्लस्टर कार्यालयों अमृतसर, बठिंडा, जालंधर, लुधियाना और पटियाला में रनर बॉयज़ सेवाएं  
(रखरखाव स्टाफ) प्रदान करने के लिए वार्षिक रखरखाव अनुबंध के लिए वार्षिक रखरखाव  
अनुबंध- निविदा।

निविदा संख्या : 01/2024-25  
Tender No: 01/2024-25

**Earnest Money Deposit: Rs 57,700 /-(Rs Fifty Seven thousand Seven  
Hundred only)**

बयाना राशि जमा: Rs 57,700/- रुपये सत्तावन हजार सात सौ रुपये मात्र

Signature and Seal of Tenderer

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**PART I**

**TECHNICAL BID**

**TENDER PROCESS SCHEDULE**

<b>Activity</b>	<b>Date and time</b>
Date of Issue of Tender	<b>08.05.2024</b> on 1700 hrs onwards
Last date for submission of the Bid	29.05.2024 till 1700 hrs
Date of Pre – Bid Meeting	16.05.2024 at 1430 hrs
Date and Time of Opening of Technical Bid	31.05.2024 at 1100 hrs (Tentative)
Date and Time of Opening of Financial Bid	To be communicated later

**Note:** Any change in above schedule, on account of reasons, whatsoever, shall be informed to the bidders by e-mail. Tenderers are advised to periodically check their e-mails for latest updates related to this Tender.

### **Important Definitions**

1. "NABARD" means National Bank for Agriculture and Rural Development.
2. "The Bank" means NABARD, Punjab Regional Office, Chandigarh.
3. "Recipient", "Respondent", Tenderer and "Bidder" means respondent to the Tender Document.
4. "RO" means Regional Office.
5. Selected Bidder and Bank shall be individually referred to as "Party" and collectively as "Parties".
6. "Bid" means response to this Tender Document.
7. "Tenderer" or "Contractor" shall mean the individual, or Manager of the firm or company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assignees of such firm or company.
8. "Contract Price" shall mean the final accepted rates in the Bill of Quantities.
9. "Accepting Authority" shall mean the Chief General Manager of the National Bank for Agriculture and Rural Development (the Employer), 'Approval' wherever used in the specifications or scope of work shall mean, approved by or approval of the 'Accepting Authority' in writing.
10. "Appellant Authority" shall mean the Chief General Manager, Head Office of the Bank (the Employer), who shall also be the authority to consider any extension of time or compensation as detailed in clause hereunder.
11. Notice in writing or written notice shall mean a notice in writing typed or written characters delivered to or sent by contractor, and shall be deemed to have been received when in ordinary course of post, it would have been delivered, and/or delivered personally, or otherwise proved to have been received.
12. "Letter of Acceptance" shall mean an intimation by a letter issued by the Accepting Authority of the Employer to tenderers that his tender has been accepted in accordance with the provisions in the said letter.

Signature and Seal of Tenderer

### **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), Punjab 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, Punjab 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, Punjab 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, Punjab 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 Tender 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 as mentioned in the Scope of Work.

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The Tender Document is not a recommendation, offer or invitation to enter 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.

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**भाग 1/Section 1****निविदा आमंत्रण सूचना****Notice Inviting Tender**

संदर्भ सं.रा.बैं.पं.क्षेका./डीपीएसपी/ 210/क्लस्टर कार्यालय /2024-25

08 मई 2024

महोदया, महोदय/Madam/ Sir

निविदा आमंत्रण सूचना - अमृतसर, बठिंडा, जालंधर, लुधियाना और पटियाला में नाबार्ड, पंजाब क्षेत्रीय कार्यालय के डीडीएम क्लस्टर कार्यालयों में रनर बॉय सेवाएं प्रदान करने के लिए वार्षिक अनुरक्षण अनुबंध

**Notice Inviting Tender – Annual Maintenance Contract for Providing Runner Boy Services at DDM Cluster Offices of NABARD, Punjab RO at Amritsar, Bathinda, Jalandhar, Ludhiana & Patiala.**

**1.1 बिड के लिए अमंत्रण/Invitation for Bids**

राष्ट्रीय कृषि और ग्रामीण विकास बैंक जो कि नाबार्ड अधिनियम, 1981 के तहत स्थापित एक कारपोरेट निकाय है (जिसे इसके बाद 'नाबार्ड' कहा गया है) जिसका प्रधान कार्यालय प्लॉट सं. सी-24, 'जी' ब्लॉक, बान्द्रा कुर्ला कॉम्प्लेक्स, बान्द्रा (पूर्व), मुंबई – 400051 और जिसके क्षेत्रीय कार्यालय और प्रशिक्षण प्रतिष्ठान देश के विभिन्न शहरों में स्थित है।

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.

**1.2 निविदा का उद्देश्य/Objectives of the Tender**

नाबार्ड, पंजाब क्षेत्रीय कार्यालय, चंडीगढ़ अमृतसर, बठिंडा, जालंधर, लुधियाना और पटियाला में नाबार्ड, पंजाब क्षेत्रीय कार्यालय के डीडीएम क्लस्टर कार्यालयों में रनर बॉय सेवाएं प्रदान करने और 01.07.2024 से से 30.06.2026 तक वार्षिक समीक्षा के अधीन वार्षिक अनुरक्षण अनुबंध निष्पादित करने के लिए तकनीकी-वित्तीय बिड आमंत्रित करता है।

NABARD, Punjab Regional Office, Chandigarh intends to invite Techno-Financial Bids from qualified bidders, for providing Runner Boy Services at DDM Cluster Offices of NABARD, Punjab RO at Amritsar, Bathinda, Jalandhar, Ludhiana and Patiala and executing an Annual Maintenance Contract from 01.07.2024 to 30.06.2026 subject to annual review.

**1.3 निविदा जमा करना/Tender Submission**

जेम पोर्टल पर लॉगिन करके ई-निविदा ((ई-बिड) मोड के माध्यम से प्रस्तुत की जा सकती हैं।

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ई-निविदा बोलीदाताओं/ठेकेदारों के लिए 08 मई 2024 को शाम 0500 बजे से जेम (GEM) पर और नाबार्ड की वेबसाइट <https://www.nabard.org> (केवल संदर्भ उद्देश्य के लिए) पर भी उपलब्ध होगी

The Bids can be submitted through e-tendering (e-bid) mode by login to GEM.

The e-tender will be available to the bidders /contractors on GEM from 0500 PM onwards from 08 May 2024 and also on NABARD's website <https://www.nabard.org> (for reference purpose only)

#### 1.4 निविदा अनुसूची/ Tender Schedule

बोली संग्रहण और जमा करने से संबंधित विवरण नीचे दिया गया है:

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

बोली संदर्भ संख्या Bid Reference number	01/ 2024-25											
बयाना जमा राशि (वापसी योग्य) Earnest Money Deposit (Refundable)	<p>₹57,700/- (रुपये सत्तावन हजार सात सौ मात्र) नीचे दिए गए बैंक विवरण के अनुसार नाबार्ड के चालू खाते में एनईएफटी के माध्यम से:</p> <p>₹57,700/- (Rupees Fifty-Seven Thousand Seven hundred only) by way of NEFT to NABARD current A/c as per the bank details below:</p> <table border="1"> <tr> <td>खाता धारक का नाम /Name of the A/c Holder</td> <td>राष्ट्रीय कृषि और ग्रामीण विकास बैंक/ National Bank for Agriculture and Rural Development</td> </tr> <tr> <td>खाता सं./A/C No</td> <td>NABADMN09</td> </tr> <tr> <td>आईएफएससी/IFSC</td> <td>NBRD0000002</td> </tr> <tr> <td>बैंक/Bank</td> <td>नाबार्ड, प्रधान कार्यालय, मुंबई/NABARD Head Office, Mumbai</td> </tr> <tr> <td>खाते की प्रकृति/Type of A/c</td> <td>चालू/Current (To be paid before submission of the Bid)</td> </tr> </table>		खाता धारक का नाम /Name of the A/c Holder	राष्ट्रीय कृषि और ग्रामीण विकास बैंक/ National Bank for Agriculture and Rural Development	खाता सं./A/C No	NABADMN09	आईएफएससी/IFSC	NBRD0000002	बैंक/Bank	नाबार्ड, प्रधान कार्यालय, मुंबई/NABARD Head Office, Mumbai	खाते की प्रकृति/Type of A/c	चालू/Current (To be paid before submission of the Bid)
खाता धारक का नाम /Name of the A/c Holder	राष्ट्रीय कृषि और ग्रामीण विकास बैंक/ National Bank for Agriculture and Rural Development											
खाता सं./A/C No	NABADMN09											
आईएफएससी/IFSC	NBRD0000002											
बैंक/Bank	नाबार्ड, प्रधान कार्यालय, मुंबई/NABARD Head Office, Mumbai											
खाते की प्रकृति/Type of A/c	चालू/Current (To be paid before submission of the Bid)											
निविदा जारी करने की तिथि Date of issue of the Tender	08 मई 2024 2023 (बुधवार) को साँय 05:00 बजे											
प्री-बिड प्रश्नों को प्रस्तुत करने की अंतिम तिथि Last date for submission of pre-bid queries	15 मई 2024 2023 (बुधवार) को साँय 04:00 बजे तक											
प्री-बिड बैठक Pre-Bid Meeting	16 मई 2024 (गुरुवार) को अपराहन 2:30 बजे तक											

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बिड जमा करने की अंतिम तिथि और समय Last date and time for submission of Bids	29 मई 2024 (सोमवार) को साँय 5:00 बजे तक
तकनीकी बिड खोलने की तिथि Opening of Technical Bid	31 मई 2024 (शुक्रवार) 31 May 2024 (Friday)
वित्तीय बिड खोलना Opening of Financial Bid	चयनित बोलीदाताओं को अलग से सूचित की जाने वाली तिथि Date to be advised separately to the shortlisted bidders
संपर्क करने हेतु अधिकारियों के नाम Contact Persons	1. श्री राज कुमार मोघा, समग्र 0172-5071415 2. श्री राहुल मलिक, सहायक प्रबन्धक 0172-5046745
ई-मेल/E- mail	<a href="mailto:dpsp.punjab@nabard.org">dpsp.punjab@nabard.org</a>

खाता संख्या और आईएफएससी कोड में '0' को "शून्य" के रूप में पढ़ा जाए।  
'0' in Account No. and IFSC code may be read as "Zero".

--SD--  
(उप महाप्रबंधक)  
पंजाब क्षेत्रीय कार्यालय  
नाबार्ड

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## **Section 02**

### **Terms and Conditions -General**

#### **2.1 Information Provided**

The Tender Document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this Tender Document. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers have carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the Tender Document.

#### **2.2 For Respondent Only**

The Tender document is intended solely for the information of the participating bidders who (“the Recipient” or “the Respondent”) are interested to participate in tendering process.

#### **2.3 All Costs to be Borne by the Respondents**

All costs and expenses (whether in terms of time or money) incurred by the Recipient /Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent. Stamp duty that may be incurred towards entering into agreement with the successful Bidder for awarding the contract will be borne by the successful Bidder in equal proportion.

#### **2.4 No Legal Relationship**

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

#### **2.5 Bidder’s obligation to Inform Itself**

The Recipients are advised to study the Tender Document carefully. Submission of the bids will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the Tender

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Document with full understanding of its implications. Bids not complying with all the given clauses in this Tender Document are liable to be rejected. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in all respects may result in the rejection of the bid. The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the Tender Document and the meaning and impact of that information.

## **2.6 Errors and Omissions**

Each bidder shall notify the Bank of any error, omission, or discrepancy, if any, found in this Tender Document.

## **2.7 Acceptance of Terms**

The bidders will, by responding to the Bank's Tender Document, be deemed to have accepted the terms as stated in this Tender Document.

## **2.8 Earnest Money Deposit and Initial Security Deposit**

**2.8.1** The Bidders shall deposit an amount of Rs 57,700/- towards Earnest Money Deposit by way of NEFT to the Account of NABARD as per the details given below:

Name of the A/c Holder	National Bank for Agriculture and Rural Development
A/C No	NABADMN09
IFSC	NBRD0000002
Bank	NABARD Head Office, Mumbai
Type of A/c	Current

(To be paid before submission of the Bid)

The option of submitting EMD as Bankers Cheque/Demand Draft is not available.

**2.8.2** The EMD is to be paid before submission of the bid.

**2.8.3** However, MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations are exempted from clause of EMD subject to the providing of copy of such Registration Certificate.

The EMD receipt or certificate of registration (as MSME) with Central Procurement Organizations should form part of the Technical Bid Document submitted by the Vendor/Bidder. Failure to comply with this condition shall result in summary rejection of the Quotation/Bid.

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**2.8.4** The EMD shall be forfeited if:

- i.) A Vendor/Bidder withdraws the offer during the period of validity of the bid.
- ii.) The successful Vendor/Bidder fails to execute the work satisfactorily within the stipulated time schedule. NABARD's decision in the above cases will be final.

**2.8.5** No interest shall be paid on the EMD deposited by the tenderer. EMD of the successful bidder shall be refunded after the successful completion of the work, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder.

**2.8.6** The EMD of the unsuccessful Bidder shall be returned within four weeks of the successful completion of the Bid Process (issuance of work order).

**2.8.7** The EMD of the successful Bidder shall be retained as Retention Money Deposit (RMD) payable at the end of the Contract Period on completion of all dues between both parties.

## **2.9 Indemnity**

- i. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to labour act, minimum wages act, engaging the manpower laws etc.
- ii. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.
- iii. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- iv. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making a decision in respect of such loss or damage.

## **2.10 Liability of the Selected Bidder**

Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the Contract.

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Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the firm and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this Tender Document. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.

"Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including but not limited to loss of income or profits."

### **2.11 Negligence by the Bidder**

In connection with the work or contravening to the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such time as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf.

### **2.12 Obligations of the Bidder**

The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

### **2.13 Termination of the Contract**

The Bank reserves its right to cancel the entire contract in whole or part at any time without assigning appropriate reasons in the event of one or more of the following conditions:

- i. Delay in completion of the work/ supply of manpower assigned.
- ii. Serious discrepancies noted in the conduct of the work/ supply of manpower.
- iii. Breaches in the terms and conditions of the contract.
- iv. If the bidder fails to perform any other obligation(s) under this Tender/and subsequent agreement.

### **2.14 Effect of Termination**

The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder. Termination shall not absolve the liability of the Bank to make

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payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

### **2.15 Publicity**

Any publicity by the selected bidder in which the name of the Bank is to be used should be one only with the explicit written permission of the Bank.

### **2.16 Inspection of Records**

All bidder's records with respect to any matter covered by this Tender Document shall be made available to the Bank or its authorized officials at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.

### **2.17 Integrity Pact**

As per Central Vigilance Commission guidelines, all PSBs/Insurance Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors / bidders and the buyer (i.e. NABARD), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the buyer and all bidders and stipulates rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the Pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished in Annexure IV. The Prospective bidders have to submit the same duly signed on a non-judicial stamp paper of Rs.100/- at the time of submission of the Bid. **Non-submission of 'Integrity Pact' shall disqualify the prospective bidder at the initial stage and their Technical/Financial bids shall not be opened.**

The IP also envisages appointment of Independent External Monitors (IEMs), persons having high integrity and reputations, who will examine any complaint received regarding tenders and submit their report to the Chief Executives and also to the Chief Vigilance Officer of bank in case of suspicion of irregularities.

### **2.18 Compliance with Laws**

**Compliance with all applicable laws:** The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and

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shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

**Compliance in obtaining approvals/permissions/licenses:** The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes for providing the Electrical Operation and Maintenance Services under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

## **2.19 Resolution of Disputes**

In case of failure to resolve the disputes and differences amicably, the matter may be referred to a single arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out the specific disputes therein. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party, and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the Arbitration. The venue of the arbitration shall be Chandigarh under the exclusive jurisdiction of the courts at Chandigarh. The language of arbitration shall be English. The award shall be final and binding on both the parties. Work under the contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by NABARD or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by NABARD, to the bidder shall be withheld on account of the on-going arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters, thereof. The cost of arbitration (except the cost and fee of advocates) shall be borne by each party in equal proportion. The cost of the advocates shall be borne by respective party appointing the advocates.

## **2.20 Corrupt and Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action

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of an official in the procurement process or in contract execution and "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, for award of contract, if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### **2.21 Violation of Terms**

It is clarified that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Tender Document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### **2.22 Non-disclosure of Information**

The Selected Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them.

### **2.23 No Commitment to Accept any Bid**

Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank has the right to re-issue tender/bid. Bank reserves the right to make any changes in the terms and conditions of Tender Document that will be informed to all bidders. Bank will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder.

### **2.24 Signing of the Bid**

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

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### **2.25 Exit Option**

The Bank reserves the right to cancel the contract in the event of the failure of the bidder to agree on the terms of the contract within 30 days from the date of communication of award by the Bank and sharing of terms of contract by the Bank and subject to a cure period of 30 days. If the bidder does not meet these criteria, then the Bank may at its discretion declare the next best bidder as the successful bidder. The contractor will have an option to exit from the contract if felt so, by serving a notice period of 90 days.

### **2.26 Force Majeure**

In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, systemic breakdown, failure of electricity supply, accident and labour trouble, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives 10 days' notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented. In case, Force Majeure continues more than 30 days, both the parties should discuss to find out mutually agreeable solution to the problem. In case, it is decided to terminate the contract, the Bank shall be required to pay the bidder only such amounts as due to it on account of completed items. The bidder shall not be liable for any loss, damage or claims under this Agreement for termination due to Force Majeure clause.

### **2.27 Disqualification**

1. Any form of canvassing/lobbying/influence/query regarding short-listing, status, etc. will be a disqualification.
2. Bids quoted with administrative/service charges less than or equal to the applicable TDS (IT-TDS and/or GST-TDS) would be treated as unresponsive and invalid, which are liable for rejection.
3. Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.
4. Non-compliance of any of the conditions of the tender by the bidder will amount to non-eligibility for the service for which tender has been invited and such bids shall be summarily rejected.

### **2.28 Methodology of selection: -**

1. **The methodology of selection bidder is done on rates of Service charges quoted by the bidder.**

- 2.** In the event of more than one bidder quoting the lowest amount, the L1 bidder shall be selected by GeM (Auto run programme).

### **Section 03**

#### **Terms and Conditions-Special**

**3.1** In the event of the bidder / tenderer quoting NIL charges (which includes all derivatives of zero / consideration), the bid shall be treated as unresponsive and will not be considered.

**3.2** 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 it is found to be abnormally low to deliver/perform the contract.

**3.3** The Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.

#### **3.4 Other Persons or Agencies engaged by the Employer**

The employer reserves the right to execute any part of the services included in this contract by other agency or persons and contractor for execution of such work. The contractor shall extend all co-operation in this regard.

#### **3.5 Contractor's Workers**

The contractor shall be directly responsible for employing suitable persons and for all reasons only the contractor shall be responsible to the Employer and all authorities concerned. The following terms shall also form part of the contract.

- i. Only competent persons: The contractor shall employ competent workers for the services.
- ii. No Child Labour: No labour below the age as prescribed by the law/Act/Rule shall be employed for the services. The NABARD shall not be responsible, or any deviation and the contractor shall indemnify the Employer from any legal action or in any way directly or indirectly.
- iii. Labour Legislation: The tenderer shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees liability Act, 1939, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity benefits Act, 1961, and the Contractors Labour (Regulation and Abolition) Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time. The contractor will ensure that the rates of work/services payable to the workmen by the contractor shall not be less than the rates prescribed under the local laws for such employment.

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- iv. The Statements of all the payments (Wages, Bonus, ESI EPF etc.) made by contractor to his employees (deployed in NABARD Premises) need to be submitted to Bank on a periodic basis.
- v. Dismissal of Workmen: The contractor shall on request of the Employer immediately dismiss or take off from the services any person employed thereon by him, who may in the opinion of the employer be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation of damages against the Employer or any of their employee.

### **3.6 Assignment**

The services included in the contract shall be provided by the contractor and the contractor shall not directly or indirectly transfer, assign or under let the contract or any part, share of interest therein. Such cause of action can be treated as breach of contract and liable for appropriate action by the Employer. In the event shall not relieve the contractor from the full and entire responsibility of the contract and to the Employer.

### **3.7 Escalation**

The rates quoted shall be firm throughout the tenure of the contract subject to renewal of rates by notification by the competent Govt. authority.

### **3.8 Lien**

Whenever any claim or claims for payment of a sum of money arises out of contract against the contractor, NABARD shall be entitled to recover the whole or in part from the security amount, if any, deposited by the tenderer and for the purpose aforesaid, the Employer shall be entitled to withhold as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount of amounts referred to above, from any sum found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the employer pending finalization or adjudication of any such claim.

### **3.9 Execution of Agreement**

The selected Bidder will be required to execute (a) Agreement (PA), which must include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank. The selected Bidder will be required to execute the agreement within 15 days from the date of issues of work order. A specimen of contract proposed to be executed with the successful bidder is given in Section 11.

### **3.10 Professionalism**

The selected Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard

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of ethics, values, code of conduct, honesty and integrity while executing the assignment.

### **3.11 Adherence to Standards**

The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the selected Bidder. The Bank reserves the right to ascertain information from the other banks and institutions to which the Bidders have rendered their services for execution of similar projects.

### **3.12 Settlement of Disputes and Arbitration**

It shall be inseparable part of the agreement that in the event of any dispute arising in connection with this contract that such dispute shall be referred to the sole arbitration to be appointed by the appellant authority.

The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940, or any statutory modification or re-enactment hereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The award of the arbitrator shall be final and binding on both the parties.

It is also a term of the contract that any fee TA, DA and other charges are payable to the Arbitrator shall be paid by both the parties equally.

### **3.13 Miscellaneous:**

1. Service Charges claimed by contractor should include management and supervisory charges including Contractor's Profit, materials required on monthly basis wherever the tender requires the contractor to bear the cost of materials, tools and equipment as per requirement, uniform for labourers, other overheads, etc. Contractors may be advised to quote service charges after due diligence which should be reasonable and workable.
2. The bidder shall hold valid license under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and shall fulfil all conditions required under the Act/Rules as amended from time to time.
3. The bidder shall, irrespective of number of persons employed, be registered under the relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 respectively.
4. The bidder shall be registered with Income Tax and Goods & Services Tax (GST) authorities.
5. A declaration/ Affidavit on letter head to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax to be submitted.

## Section 04

### Scope of Work

#### 4.1 Details of the DDM Cluster Offices (As on Date)\*

Sl No.	DDM Cluster Office	Address
1.	Amritsar	SCO 113, First Floor, AS Tower, Dushhera Ground, Ranjit, Avenue, Amritsar
2.	Bathinda	SCO 54-55, First Floor, Model Town, Phase III, Bathinda
3.	Jalandhar	422-A, Ground Floor, Mota Singh Nagar, Jalandhar
4.	Ludhiana	Frontier Tower-180/I, G T Road, Millerganj, Ludhiana
5.	Patiala	Ground Floor, Grid Road, Saraba Nagar, Badson Road, Patiala

\* Location of the cluster office may undergo change within the main city during the period of contract.

#### 4.2 Period of the AMC

The contract shall be executed from 01.07.2024 to 30.06.2026 subject to annual review which may be renewed for a further 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 for five years. The renewal will be done on the sole discretion of NABARD. The tenderer is advised to quote the rates with due 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.

#### 4.3 Scope of Work

The Agency will be responsible for providing multitasking manpower (Runner Boys) who will be responsible for ensuring below mentioned services to DDM Cluster Offices:

- I. 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.
- II. General Upkeep and Maintenance of the Premises and Ensuring Cleanliness.
- III. Attending to Telephone and Extending Protocol to the Incumbent and Visiting Officers and other Visitors/guests etc.
- IV. Taking care and Maintenance of Services like Telephone, Electricity, Water, etc. and Collecting and Depositing related Bills
- V. Provision of Pantry related services like preparation & serving of tea, serving of water, cleaning of utensils, serving food to visitors/cluster officers etc.

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- VI. Taking care of all provisions/ services required in the Office such as services like water, telephone, electrical fittings, dead stock articles, pest control, provisions etc.
- VII. Providing Supporting Services for Meetings, Visits, Events, in and outside the Office.
- VIII. Filing of Papers, taking out and Keeping the Files in Cupboards/ cabinates, etc
- IX. Ensuring receipt/ dispatch of dak/ letters, documents, etc.
- X. Services may be provided on all days including holidays, whenever required.
- XI. The above list is illustrative only. Any other service may be added to the list by the Bank as and when required.



**Section 05**  
**Pre-Qualification 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 March 2024.</p> <p>Agencies with date of registration prior to 01 April 2017 are only eligible for participation.</p>	<p>Copies of registration or formation of firm shall be uploaded .</p>
2	<p>Annual turnover during <b>each</b> of the last three Financial years ending 31 March 2023 or 2024 (if prepared)</p>	<p>Not less than Rs. 8.7 lakhs</p>	<p>Copies of Audited Account Statements (Balance Sheets / P&amp; L A/c) 2020-21, 2021-22, 2022-23 may be uploaded.</p>
3	<p>Contractors/Agencies who are registered/empaneled with any Govt. Semi-Govt./ Govt. Undertakings / Autonomous bodies/ Reputed Corporate Sector Company /Banks</p>	<p>Agency/ contractor shall be empanelled / registered with any of these institutions like GST no., ROC certification etc.</p>	<p>Copy of registration / empanelment may be uploaded</p>
4	<p>Value of Works (AMC annual contract amount) attended in last 03 years</p> <p>(Contractor has to fulfil at least one of three criteria and one year/annual value of the works will be considered under AMC)</p>	<p>Three works/services of the nature similar to details mentioned at Sr No 1 above of each work order value not less than Rs 11.60 lakh</p> <p style="text-align: center;">Or</p> <p>Two works of the nature similar to details mentioned at Sr No 1 above of each work order value not less than Rs 14.50 lakh</p> <p style="text-align: center;">Or</p> <p>One work/service of the nature similar to details mentioned at Sr No 1 above of work order value not less than Rs 23.2 lakh</p>	<p>Copies of work Orders / Agreements may be uploaded on GeM portal.</p>

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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 (Chandigarh, Mohali & Panchkula)	Copy of Telephone Bill / Rent Agreement, etc, may be uploaded
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 uploaded on GeM portal
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 may be uploaded on GeM portal.

- i. The bidder shall be registered with Income Tax and Goods & Services Tax (GST) authorities.
- ii. An affidavit/ Declaration on letter head to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax to be submitted.

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## Section-6

### Submission of the Bid

#### 6.1 Who can submit the Bid?

The bid shall be submitted only by those agencies which should meet the Pre-Qualification Criteria of the tender indicated in section 05.

#### 6.2 Technical & Financial Bids

The bids (Technical & Financial) must be submitted in form of E- Bid at GEM portal.

#### 6.3 Submission of the Bids

The Technical and Financial Bids shall be submitted as per the details given below :

**6.3.1 The Technical Bid** The interested bidders may submit the Technical Bid as per Annexure I of the tender Document on the portal. The following documents shall be uploaded with the Technical Bid:

- Details of EMD deposited - Annexure II
- Letter of Authorisation to Bid – Annexure III
- Pre-Contract Integrity Pact – Annexure IV (To be submitted along with Technical bid on the requisite stamp paper. NO hard copy of contract is required).
- Letter of Undertaking from the Contractor – Annexure V
- Non-Disclosure Agreement – Annexure VI
- Declaration / Self-Affidavit by the Contractor as to their technical suitability as per Pre-Qualification Criteria – Annexure VII

#### 6.3.2 The Financial Bid

The Financial Bid shall indicate the financial quotes for the Services as per the terms and condition and format prescribed in Part II of E-Tender. Features of the Financial Bid are indicated below:

- i. The financial quote should be in Indian rupees and it should include all expenses proposed and applicable.
- ii. Bids with variability other than on account of statutory levies, taxes, etc. will be rejected.
- iii. Rates must be quoted for all the items of BOQ. Incomplete BOQ will not be considered.
- iv. Validity of offer will be for 180 days from the date of opening of Price- Bid.
- v. Financial Bids should be inclusive of Service Charges which should not be zero (including all derivatives of zero). Financial Bids with Service charges zero will be summarily rejected.
- vi. Rates should be quoted for a month.
- vi. The working hours as mentioned in price bid includes one- hour lunch break.
- viii. Validity of offer will be for 180 days from the date of opening of Price- Bid.

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## Section 07

### Evaluation and Selection of the Bids

#### 7.1 Opening of the Bids

Bids will be opened through E-Tendering Process the Bank in the presence of bidders who choose to attend the bid on the opening date through offline/online mode. No separate intimation will be given in this regard to the bidders for deputing their representatives except electronic message.

#### 7.2 Criteria for Evaluation of Bids

- i. The Bank will constitute separate Committees for Technical and Financial Evaluation of the bids and to decide on selection of the successful bidder. The decision of the Bank shall be final and the bidder shall have no right to challenge the decision of the Bank.
- ii. The Technical Bids shall be evaluated on the basis of their response and by applying Evaluation Criteria specified in this Section. If any requisite document is required, the same should be given to NABARD on short notice.
- iii. In the first stage of Technical Evaluation, a proposal would be rejected, if it is found deficient as per the requirements indicated in **Section 05** of this document.
- iv. The Technical Bids shall be evaluated first and the Financial Bids of qualified agencies will be opened later on. The Evaluation Criteria for Technical Bids is as defined in para 7.3. On completion of Technical Evaluation of all proposals, the Financial Bids of the technically qualified bidders will be opened and tender will be awarded to the eligible bidder.

#### 7.3 Evaluation criteria for Technical Bid

- i. The evaluation of Technical Bid will be completed on a maximum of 100 marks as indicated below:

Sr.No.	Criteria	Max. Marks
<b>I</b>	<b>Past Work Experience of the Agency</b>	<b>30</b>
A	=Or>7<10 years	10
B	=Or>10<15 years	20
C	=Or>15	30
<b>II</b>	Turnover (Rs lakh)	<b>15</b>
A	=Or>50<75	05
B	=Or>75<100	10

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C	=or>100	15
<b>III</b>	<b>Assignments executed/ongoing in Government Departments / Organisations / PSUs /Banks/Insurance companies</b>	<b>15</b>
A	=or>3<5	5
B	=or>5<8	10
C	=or>8	15
<b>IV</b>	<b>Number of fire trained manpower</b>	<b>10</b>
A	=or >10<20	5
B	More than 20	10
<b>V</b>	<b>No of employee on role of company</b>	<b>15</b>
A	=or>20<50	5
B	=or>50<70	10
C	=or>70<90	15
<b>VI</b>	<b>Type of Legal Structure of firm</b>	<b>15</b>
A	Proprietorship	5
B	Partnership	10
C	Private Limited/Public Limited	15

- ii. The Bank may add any other relevant criteria for evaluating the proposals received in response to this Tender at its sole discretion, to seek more information from the Respondents in order to normalize the Bids.
- iii. All those Bidders who attain a minimum of 50 marks on Technical Evaluation score will be eligible for Financial Bid Evaluation.

#### **7.4 Evaluation of the Financial Bid**

- i. The proposal of the successful bidder/s of the Technical Bid with the lowest Financial Bid will qualify as the L1 Bidder.
- ii. In the case of a tie between two or more Bidders on the basis of price-bid , contract will be awarded to the agency who has scored higher marks in the evaluation criteria of Technical Bid.

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### **7.5 Execution of Agreement**

The selected Bidder will be required to execute (a) Agreement (PA), which must include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank. The selected Bidder will be required to execute the agreement within 15 days from the date of issues of work order. A specimen of contract proposed to be executed with the successful bidder is given in the tender document.

### **7.6 Professionalism**

The selected Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while contract executing the assignment.

### **7.7 Adherence to Standards**

The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the selected Bidder. The Bank reserves the right to ascertain information from the other banks and institutions to which the Bidders have rendered their services for execution of similar projects.

**Section 08**  
**Draft of Article of Agreement**

(On Non- Judicial stamp paper of Rs 200/-)

**AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT**

**THIS AGREEMENT** is made at Chandigarh on this \_\_\_\_\_ day of 2024

**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 Head office at C-24, 'G' Block, Bandra Kurla Complex, Bandra (East) Mumbai-400051, 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 01.07.2024 to 30.06.2026 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 offer on GeM portal dated \_\_\_\_\_ 2024 submitted its Tender for undertaking the said works at the said Premises.

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- (3) NABARD, vide this letter of Indent No \_\_\_\_\_ Dated \_\_\_\_\_ 2024, 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 01.07.2024 and shall continue until 30.06.2026 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 the Tender. The rate will remain fixed throughout the entire period of contract i.e. till 31.03.2025 and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled / Semi-Skilled labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/ Central Govt. whose rates are adopted on monthly/ quarterly basis as indicated in the tender document.
2. The contract may be extended for further periods after the expiry of the initial period i.e. 30.06.2026 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 should make sure about the genuineness of the personnel deployed for duty and necessary verification may be done at their level e.g. police verification, address verification, workable age as per act/ rules etc.
6. 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 police authority.
  - iv) Identity Cards bearing Photograph.

Signature and Seal of Tenderer



7. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in Scope of Work 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.
8. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

Signature and Seal of Tenderer

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. NABARD will not be liable for any loss, damage, theft burglary or robbery of any personal belongings, tools, equipment, machinery, Contractor's 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 and Contractors all Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD.
21. 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.

22. 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.
23. 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.
24. 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.
25. 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.
26. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who are found unacceptable to NABARD because of security risks, incompetence/ conflict of interest/ improper conduct.
27. 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.
28. 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 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.
29. 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.
30. 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.

31. The Tax Deduction at Source (TDS) shall be affected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.
32. The Contractor shall also be 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.
33. 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.
34. 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.
35. The Contractor will have to deposit a security amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as RMD (Retention money deposits) the period of this Agreement. In case the Agreement is further extended beyond the initial period, the RMD would be retained.
36. The Contractor will have to deposit an interest free Performance Security Deposit (PSD) of Rs.22,000/- ( Rupees Twenty two thousand only) within 15 days on acceptance of terms and conditions which will be kept by NABARD till the discontinuation of services from the engaged agency (through NEFT in NABARD A/c).
37. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.
38. 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 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.
39. 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.

40. 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.
41. 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.
42. 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.
43. 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.

**44. Resolution of Disputes**

- 44.1 This Agreement shall be governed by and construed in accordance with the laws of India.
- 44.2 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representatives.
- 44.3 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 and the award made in pursuance thereof shall be binding on the parties.
- 44.4 The Venue of the arbitration shall be at Chandigarh.
- 44.5 The language of arbitration shall be English.
- 44.6 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 unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

- 44.7 Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.
- 44.8 This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.
- 44.9 This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.
- 44.10 The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies. In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorised officials at the place and on the day, month and year first herein above written.

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).

Signed, sealed and delivered  
By Shri \_\_\_\_\_

For & on behalf of NABARD

In the presence of

- 1.....
- 2.....

Signed, sealed and delivered  
by Shri \_\_\_\_\_

the duly authorized signatory for &  
on behalf of the Contractor

In the presence of

- 1.....
- 2.....

**Annexure I**  
**Format for Technical Bid**

1. Name of the firm / Agency and Officer-in-Charge, with contact details and e-mail address
2. Details of the Coordination Offices
3. Litigation & Civil Suits  
(The Tenderer should furnish details of his involvement in any type of litigation with any of his present or past clients. He should also furnish the details of any civil suits pending against him or his workmen in any court of law.)
4. Whether registered for GSTN/ Service Tax purposes. If so, also furnish relevant copies.
5. Details of Registration with Provident Fund and ESIC.
6. Details of key Administrative Personnel

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

7. Annual turnover during each of the three years ending 31 March 2023 or 31 Mar 2024 if prepared (Copy of Audited Financial Statements as supporting documents)
8. Details of work experience as per the requirements in the pre-qualification criteria supported by work orders indicating the value & general specification of work. No. of persons to be engaged as per agreement, other document and certificated. The details along with documentary evidence of previous experience, if any, carrying out works for NABARD/RBI/Public Sector Banks/ Government Department/ Semi Government Department\ other public sector undertakings/ private banks/ Private Sector/ housing societies at any other center should also be given.

Signature and Seal of Tenderer



9. Details of persons engaged

(The Tenderer should furnish the no. of persons engaged by him for each of his clients with details of qualification of each person and details of job assigned to him / job handled by him.

10. Whether registered in the panel of other banks and other financial institutions and if yes, furnish the details of registration viz. names, category and date of registration, etc.

11. Name(s) and address(es) of the Bankers and their present contact executives (Written information about the names and address of their bankers along with full details like names, postal address, e-mail IDs, telephone (landline & mobile Nos), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.)

12. Litigation & Civil Suits

(The Tenderer should furnish details of his involvement in any type of litigation with any of his present or past clients. He should also furnish the details of any civil suits pending against him or his workmen in any court of law.)

Signature of the Tenderer / Authorized person on behalf of the Firm / Organization (Authorization letter/power of attorney to be enclosed)

Signature and Seal of Tenderer

**Annexure II (a)**  
**Details of EMD Deposited**

Name of the Firm / Agency	
Name of the Bank	
Amount (Rs)	
UTR No	
Date	

**MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations are exempted from clause of EMD subject to the providing of copy of such Registration Certificate.**

**Annexure II (b)**

**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

Signature and Seal of Tenderer

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

Signature and Seal of Tenderer

**Annexure III**  
**Letter of Authorization to Bid**

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

Ref No:

Date: \_\_\_/ \_\_\_/2024

To

The Chief General Manager  
NABARD Punjab Regional office, Sector 34 A,  
Chandigarh-160022.

Dear Sir,

Subject: Authorization Letter for attending opening of bid documents

Ref: Tender no/name.....

This has reference to your above RFP for Providing the Electrical Operation and Maintenance Services at Punjab RO Chandigarh and its residential colonies at Mohali Ref. No. NB.PB. DPSP/ 210 /2024-25. Mr./Mrs./Miss \_\_\_\_\_ is hereby authorized to participate in tender opening (Technical and financial bids) and to sign the contract on behalf of our organization required by the bank as called for vide the bank's request for proposal vide tender no \_\_\_\_\_ **dated May 2024.**

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

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

The specimen signature is attested below:

\_\_\_\_\_

Specimen Signature of Representative

\_\_\_\_\_

Signature of Authorizing Authority

Signature and Seal of Tenderer

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Name of Authorizing Authority

---

(Certified Xerox copy of P/A of authorized Signatory/authority is to be submitted)

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.

Signature and Seal of Tenderer

## **Annexure IV**

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

Between

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

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

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observe the following principles during participation in the tender process and during the contract execution:

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 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.

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**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 No3. Sideshwar Sahi**  
**Cuttak City, Cuttack District Odisha 753008**

- (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 an 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

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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)

Place \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
(For & on behalf of the Bidder/Contractor)

(Office Seal)

Signature and Seal of Tenderer

Witness 1:

(Name & Address)

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Witness 2:

(Name & Address)

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Signature and Seal of Tenderer

**Annexure V**  
**Letter of Undertaking from the Contractor**

The Chief General Manager,  
Department of Premises, Security and Procurement  
National Bank of Agriculture and Rural Development  
Plot No.3A, Sector 34-A, Chandigarh

Dear Sir,

Annual Maintenance Contract for Annual Maintenance contract for  
Providing Runner Boy Services at 05 in no. DDM Cluster Offices of NABARD,  
Punjab Regional Office for the period 01.07.2024 to 30.06.2026.

1. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the Tender invited by you.
2. I / We have visited the site, examined the scope of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
3. I / We have offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me /us in the attached Financial Bid / Bill of Quantities in all respects as per the specifications and scope of works described in the Tender Document and the Annexures containing Terms and Conditions.
4. I / We agree to deposit interest-free EMD along with tender's technical bid by NEFT in favour of NABARD subject to Clause 2.8.
5. I / We agree to deposit all taxes, levies, Cases etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. I / We agree to pay all Government (Central and State) Taxes such as Income Tax, Surcharge, Cess, GST, etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same. Rates are inclusive of all taxes and valid for the currency of the contract. Even if the contracts are extended, the rates will not be charged by us.
6. I / We further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted.

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- 7. The rates quoted by me /us, excepting for the items where payment is for supply of skilled/ semi-skilled /unskilled labour, are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever for the captioned period. The payment of items In respect of skilled/ semi- skilled/ unskilled labour will be revised as per the periodical revision in minimum wages published by State/ Central Govt. from time to time.
- 8. I / We hereby certify that all the statements made and information supplied in the tender document and accompanying statements are true and correct.
- 9. Should this tender be accepted, I / We hereby agree to abide by and fulfil all the Terms and conditions and Provisions of Contract Document.
- 10. We also enclose all informant in the prescribed.
- 11. The details in the personnel of the Agency is also enclosed.

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

(I) \_\_\_\_\_

(II) \_\_\_\_\_

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

Yours Faithfully.

Signature:  
 Name & Seal:  
 Place:  
 Date:

Signature and Seal of Tenderer

**Annexure VI**  
**Non-Disclosure Agreement Form**

This Non-Disclosure Agreement made and entered into at ..... this.....day of ..... 2024.

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 registered office at NABARD Head Office, C-24, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051 (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:

NABARD is engaged in banking business and floated a Request for Proposal to appoint Agency for providing Annual Maintenance Contract for Providing Runner Boy Services at DDM Cluster Offices of NABARD, Punjab RO at Amritsar, Bathinda, Jalandhar, Ludhiana & Patiala for the period 01.07.2024 to 30.06.2026 the scope of work which is specified in NIT Ref No. NB.PB.DPSP/210 / Cluster offices/2024-25 dated 08 May 2024 and whereas \_\_\_\_\_

(Name of Agency) has through an RFP 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").

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1. 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 NIT or otherwise shall remain confidential.
2. 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.
3. 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

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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 authorized 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.

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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.

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**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

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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

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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 \_\_\_\_\_ ( Agency).

Name :
Designation:
Place:
Signature

IN THE PRESENCE OF

Signature Name: Date:	Signature Name: Date:
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**Annexure VII**  
**Form of Self-Affidavit / Declaration**

[TO BE SUBMITTED IN FIRM'S / COMPANY'S LETTER HEAD ONLY]

We, M/s \_\_\_\_\_, are one of the BIDDERS for Providing Runner Boy Services at DDM Cluster Offices of NABARD, Punjab Regional Office.

We, hereby declare that our Firm/Company does not have any pecuniary liability nor any judiciary proceedings, defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax or any restraint restricting us in fulfilling the consultancy services.

We further declare that in case the Bank finds our averments are not true and incorrect, the Bank can initiate necessary action against us, as deemed fit.

AUTHORISED SIGNATORY  
(Name, Designation and Seal)

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**PART II**

**FINANCIAL BID**

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**Section 9**  
**Financial Bid/ Bill of Quantities**

Annual Maintenance Contract for Providing Runner Boy at DDM Cluster Offices of NABARD, Punjab Regional Office, Chandigarh for the Period 01 July 2024 to 30 June 2026

**(i) Operation**

**(Payment for the manpower will not be part of financial bid. The minimum wages as per the Government guidelines and labour commissioners' rate will be paid. The payment will include Minimum wages, EPF and ESI as applicable and Reliever charges only.)** For this, no service charge will be paid to the contractor.

S.No	Description	Amritsar	Jalandhar	Bathinda	Ludhiana	Patiala
A	Minimum wages for one semi- skilled worker (as per CLC order dated 01.04.2024) inclusive of Special Allowance /VDA for 26 days	19,084/-	19,084/-	15,860/-	15,860/-	15,860/-
B	EPF(Employer Portion) @ 13% of (A) upto rs. 15,000/-	1,950/-	1,950/-	1,950/-	1,950/-	1,950/-
C	ESI Contribution @ 3.25 of (A)	620/-	620/-	515/-	515/-	515/-
D	Sub Total (A+B+C)	21,654/-	21,654/-	18,325/-	18,325/-	18,325/-
E	Add Contractors Administrative / Service charges (in Rs) – also mention the percentage of 'D+E'					
F	Total (D+E+F)					
G	GST @ 18% on manpower					
H	Grand Total (F+G)					
I	Grant total (I) for 24 months					

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

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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.

Accepted all terms & conditions of price bid

Note:

1. Minimum wages for Manpower will be paid as per the statutory requirement as mentioned in terms and conditions.
2. Rates quoted would be applicable for a period of two years i.e. 01 Jul 2024 to 30 June 2026. No revision in Contractors Administrative / Service charges rates would be considered for the contract period.
3. For selection of L1, only Contractors Administrative / Service charges will be considered.
4. While quoting the Contractors Administrative / Service charges it is advised that please understand the scope of work thoroughly and visit the said sites and analysing the cost incurred for providing the required work/services as per the scope of work of tender.
5. During the period of contract, no request of Contractors Administrative / Service charges will be entertained.
6. The price bid of technically qualified agencies will be opened on GeM portal.
7. The tenderer has to submit the properly executed Integrity Pact with Technical Bid.
8. The successful bidder has to supply the manpower on short notice after issue of work order.
9. For EPF calculation, NABARD's contributions will be payable on maximum wage ceiling of Rs.15,000/- per month or as revised from time to time. However, the contract manpower can pay at a higher rate and in such case, NABARD is not under any obligation to pay at such higher rate.
10. For ESI, NABARD's contributions will be payable where the monthly wages are below Rs. 21,000/- or as revised from time to time. Agency shall quote accordingly.
- 11. Main points:-**
  - a) I understand that my bid will be rejected, if it is conditional, or it has not been submitted as per NABARD's approved format.

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- b) I understand that my bid will be treated as invalid and rejected if Point 'E' of Price Bid- 'Contractors Administrative / Service Charges etc.(in Rs)' is quoted less than to 3.85 per cent.

Place:

Date:

Name, address and seal of the contractor

Signature and Seal of Tenderer