



Annual Maintenance Contract for External Glass and ALCO panels (façade) cleaning works of NABARD Karnataka Regional Office premises at NABARD Tower, 46 K G Road, Bangalore 560009 for the financial years 2021-22 & 2022-23.

PART I (TECHNICAL BID)

Tender Ref. No.	NB.KA.RO.DPSP / 1996 / AMC-Façade cleaning / 2020-21 dated 17 March 2021
Date of commencement of issue of Tender	17 February 2021
Due date and time for submission of e-Tender	14:00 hrs on 10 March 2021
Date and time of opening of the e-tender (Technical Bid)	15:00 hrs on 10 March 2021
Date and time of opening of the financial bid	Shall be communicated to the technically qualified bidders later.

Name of the Bidder	
Address	

Note: Any bid with incomplete information will be rejected

Signature and stamp of the Bidder
or Authorized Signatory

FORM OF TENDER

To

Shri. Niraj Kumar Verma

Chief General Manager

NABARD Karnataka Regional Office,

NABARD Tower, 46, Kempe Gowda Road,

Bengaluru – 560009

Dear Sir,

Name of Work	Annual Maintenance Contract for External Glass and ALCO panels(façade) cleaning works of NABARD Karnataka Regional Office premises at NABARD Tower, 46 K G Road, Bangalore 560009 for the financial years 2021-22 & 2022-23
Earnest Money Deposit (interest free)	EMD of Rs. 16,000/- (Rupees Sixteen Thousand only) through online fund transfer only. Tenders without EMD are liable to rejection.
Validity of tender	90 days from date of opening
Mode of submitting The tenders	Hard copy submission of the tender. Tender to be submitted in sealed cover in the Tender box placed in 4 th floor A wing, NABARD Karnataka Regional Office, K G Road, Bangalore 560009
Pre-bid meeting	3.00 pm on 01 March 2021
Time up to which e-tenders can be submitted online	2.00 PM on 10 March 2021
Time of opening of Technical Bid	3.00 PM on 10 March 2021

Having examined the specifications and schedule of quantities relating to the work/s specified in the memorandum hereinafter set out and having visited and examined the site of the work/s specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the work/s specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are

provided for and in all other respects in accordance with such conditions so far as they may be applicable.

Should this tender be accepted, I/We hereby agree to abide by the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof the Earnest Money Deposit may be forfeited.

Details of the Firm/ Company/ Individual

.1 Name of our firm / Company / Individual

1. Address of our firm / Company/ Individual

2. Telephone No.: _____, Mobile No. _____

3. E-mail address _____

4. a) Bank a/c no. is _____ with _____ Bank.

1. Type of account: Current A/c OR Saving A/c (please tick)

2. IFSC Code of bank branch: _____ (For receiving payments against bills of works)

1. Address of bank branch: _____

1. The names of partners of our firm are (if applicable):

(i)

(ii)

Name of the partner of the firm authorised to sign tender / agreement

(Specimen Signatures)

OR

Names of person having Power of Attorney to sign the contract. (Specimen Signatures)
(Certified true copy of the Power of Attorney should be attached)

Yours faithfully

Signature of Contractor/Authorised person

(Signature and addresses of witnesses)

(1)

(2)

A. PRE-QUALIFICATION CRITERIA and Supporting Documents

1. The intending firm/contractor shall enter into Integrity Pact with NABARD as per the format given in Annexure A of this tender document in Rs. 100/- non-judicial stamp paper.
2. The firm/contractor should have experience of similar works during the last 07 years. The date of registering of the firm/contractor, work orders etc may be submitted in this respect.
3. The estimated cost of the AMC for one year is Rs. 8.00 lakh. The annual turnover of the firm/contractor during each of the last 3 years (ending 31.03.2020) should be at least 30% of the estimated cost of AMC ie 2.40lakh.
The Audited balance sheets or registered Chartered Accountant statement of accounts may be submitted in this respect.
4. The firm/contractor should have done at least:
 - I. Three similar works whose individual values not less than 40% of the estimated cost ie 3.20 lakh
OR
 - II. Two similar works whose individual values not less than 50% of the estimated cost ie 4.00 lakh
OR
 - III. One similar work whose individual value not less than 80% of the estimated cost ie 6.40 lakhThe work orders and work completion certificates issued by the client institutions may be submitted in this respect.
5. The tenderers should have applicable Tax registrations (GST, PAN).
6. Tenderers should have a current / savings bank account with a scheduled commercial bank.
7. NABARD reserves the right to verify any or all the documents furnished by the Tenderers with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof.
8. Intending applicants are required to furnish details about their firm/organization, experience, competence etc as per the Performa listed below. Failing which shall lead to cancellation of application of Tenderer.
9. While deciding upon the selection of Tenderers, emphasis will be given on the ability and competence to do good quality work in accordance with the specifications and within the time schedule.
10. The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.
11. If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.
12. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies. Any agency blacklisted /debarred by NABARD will be ineligible to participate in the tendering process.

PART - I
BASIC INFORMATION

Sl.	Particulars	Information
1	Name of the firm/contractor	
2	Type of Organisation- Whether Proprietorship, Partnership, Private Limited company etc. (Please enclose related documents)	
3	Name of the Proprietor/Partners/Directors in the organisation	
4	Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc.	
5	Experience in the respective field of work Please enclose documents in support	- Years
6	Name and address of the Bank/Bankers.	
7	Yearly turnover of the organization for the last 3 years ending 31 st March 2020 (Attach a separate neatly typed sheet on letter head of chartered accountant or enclosed copies of audited balance sheets & profit & loss for the previous three financial years.)	

	Year 2017-18	
	2018-19	
	2019-20	
8	a) Registered Office address and Telephone number	
	b) Office address through which the work will be handled in Bengaluru.	
9	Whether working with any of the Govt. /Semi Govt. Undertaking/s as approved contractors and if so, furnish details.	
10	Details of experience in similar AMC works executed/being executed by the firm. Please attach work orders and work completion certificates from the client institutions in this regard.	

Signature of the applicant
(with seal)

TERMS AND CONDITION OF TENDER

1. Quoted rate shall be workable and inclusive of all material and labour cost, scaffolding/Jhulla/Spider cost, cleaning charges, contractor overheads and profits, insurance cost, prevailing taxes etc., all complete. GST as applicable shall be indicated separately in the price bid format given. Nothing extra will be paid over and above the rates quoted by the contractor on this account. The National Bank will deduct income tax, GST etc at source as per relevant rules in force. Electricity & water, if required, will be provided by the Bank free of cost at the mentioned work site/s. The contractor has to arrange the tapping points at its cost in consultation with Banks officials.
2. All the rates must be quoted in figure for each of the item, neatly and all the corrections shall be initialed. No conditional rebate will be accepted. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed:
 - a. When there is a difference between the rates in figures and in words the rates which corresponds to the amounts worked out by the Contractor shall be taken as correct.
 - b. When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.
 - c. When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.
3. The contractor must acquaint himself with the site condition before quoting his rates and carrying out the work.
4. The Contractor should have valid License relating to his Contract and the workmen employed by the Contractor should also have the valid License and/or experience in their trade.
5. **The Contractor should arrange to obtain necessary insurance cover (Workmen compensation policy) for his employees at his cost and should be responsible for the safety of persons, employed by him.**
6. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
7. The Contractor shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be held responsible for any penalty on failure of the any Labour Regulations. NABARD shall have the power to inspect the Wage Register and for physical verification of salary paid to the staff with reference to any records of the Contractor and to insist the Contractor to comply with Laws.
8. The quantities mentioned in schedule of quantities are only tentative and may vary to any extent. Some of the items of work may not be executed at all and some may be partially executed at the sole discretion of NABARD. The contractor shall not have any claim on account of variation.

9. The rate of additional items / non-tendered items (if considered necessary during the execution of work will also have to be undertaken) will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's profit and overheads plus applicable GST. In such cases, contractor shall submit the documents supporting the price with rate analysis along with all relevant supporting market rates list / vouchers for consideration of the Bank.

10. In case the contractor is constrained to substitute/ variate in the material specifications on account of non-availability of the same in the market or long delivery time, he/they must obtain the approval for any such substitution/variation from Bank. For variate/substitute item, Bank will make the suitable deduction/additional payment on the basis of difference in the cost of item specified in tender and substituted item or proportionate cost in case of variation in size plus 15 % towards contractor's profit and overheads from the quoted rate. In such cases, contractor shall submit the documents supporting the cost of the material purchased and quotation of the material specified in the tender for consideration of the Bank.

11. No escalation on the rates of any items shall be considered by the Bank after finalisation and award of contract. The rates will be considered for revision only in case of revision of statutory taxes like GST to the relevant extent

12. Materials used should conform to relevant BIS Codes. BIS and CPWD Specifications and method of measurements shall be followed as applicable. However, in the absence of the same, the decision of NABARD will be final.

13. The contractor will make temporary arrangements at the site at his cost for storage space. All material required for proper completion of work including labour, scaffolding, safety equipments, tools and plants etc. shall be arranged by the contractors. The contractor will take all the steps to ensure the safety of labour, persons and NABARD property. The contractor will maintain a First Aid Box at site.

14. The cleaning of façade glasses and ALCO panels from Ground floor to Terrace floor need to be done on a quarterly basis. The work shall be carried out during the first fortnight of each quarter, preferably during Saturdays and Sundays.

15. **Quarterly** payments will be made based on the bills submitted by the Contractor and certified by the concerned ACT/Security Officer/Bank's Officer to the effect that the works are attended as per the scope of the work.

16. The work must be carried out without causing any damage to the Bank's and other's property. The Contractor shall be fully responsible and shall compensate NABARD in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees, or workmen. The decision of NABARD in this regard shall be final and binding. For this, the contractor shall indemnify NABARD against any losses as per format given at **Annexure D** on Rs.100/- non judicial stamp paper.

17. All bidders are required to deposit EMD of Rs.16,000/- (Rupees Sixteen Thousand only), through **online** fund transfer only, in favour of NABARD as per the details furnished below. The tender application of the bidders not depositing the EMD shall be rejected. MSEs as defined in MSE Procurement Policy issued by Gol or bidders who are registered with Central Procurement Organizations or empanelled with NABARD itself, are exempted from submission of prescribed EMD for the tender

Particulars	Account Details
NAME OF THE ACCOUNT	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK ACCOUNT NUMBER (VAN)	NABADMN03
NAME OF THE BANK	NABARD
NAME OF THE BRANCH	HEAD OFFICE, MUMBAI
IFSC	NBRD0000002

18. Security Deposit(SD):- The contractor has to submit Security Deposit **@ 2% of the amount of work order (AMC amount for 2 years) within 30 days from the date of issue of work order by NABARD.** The EMD of successful contractor shall be adjusted within the security deposit and the remaining amount to be furnished. No interest will be paid on EMD, Security Deposit/ Retention Money. No mobilisation advance will be given to contractor. The Security Deposit shall be refunded to the contractor on completion of AMC period.

19. The tenderer will initial each page of the documents with their seal in token of their having fully understood the contents of tender/quotation for the work.

20. The tender shall be submitted in sealed cover with complete documents & EMD and super-subscribed " Annual Maintenance Contract for External Glass and ALCO panels cleaning works of NABARD Karnataka Regional Office premises at NABARD Tower, 46 K G Road, Bangalore 560009 for the financial years 2021-22 & 2022-23" (*in two envelopes as technical & price bid and both are put up in one main envelope*), so as to reach the office of Chief General Manager, NABARD, Karnataka Regional Office, DPSP, 4th floor A wing, NABARD Tower, K.G. Road, Bengaluru – 560009 latest by 2.30 P.M. on 10 **March 2021**. In case, the last date of submission is holiday, the next working day will be last date of submission. The technical bid will be opened at 3:00 PM on 10 **March 2021** in the presence of representative of contractors, if they choose so. The price bids will be opened for the eligible tenderers subsequently.

21. National Bank (NABARD) reserves the right to reject any or all tenders/ quotes.

22. The contractor will take the necessary permissions from the municipal/statutory authorities for execution of the work. The bank will provide the necessary documents & letters for submission and reimburse the submitted fee on the basis of receipts.

23. The agreement will be made on a **non-judicial stamp paper of Rs. 200/-** as per the given format (**Annexure C**) at the contractors cost.

24. The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the

carrying out of this contract. The contractor has to take the **CAR (Contractors All Risk Policy) for insurance equal to 1.25 times the amount of issued work order for this work** for his persons employed at site and for third party. Insurance is compulsory and must be affected from the very initial stage. The contractor shall also be responsible for any thing, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract. Policies should be taken in the joint names of NABARD and the Contractor for which first name should be NABARD.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the contractor.

25. The Contractor shall indemnify the Employer against any losses as per format given at **Annexure C on Rs.100/- non judicial stamp paper.**

26. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.

27. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.

28. Termination of agreement: "If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a **notice period of 30 days**, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period if

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

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

- 30.** In case the Contractor desires to terminate the Contract, he may do so by giving the Bank a notice period of three months.
- 31.** The Contractor shall provide all necessary Tools & Plants materials or any other equipment, materials, labour, etc. and no payment in this regard will be made by NABARD. The Contractor shall supply, fix and maintain all the scaffoldings, jhulla, T&P, etc., at his cost during the execution of any work and remove them as soon as the work is completed, without causing any damage to NABARD's property.
- 32.** The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD. But he can engage various licensed agencies/agencies for carrying out different works.
- 33.** While submitting the monthly bill for AMC, the contractors have to submit all the required documents / statements as desired by NABARD. Contractor will not link payments to his labours with the settlement of his bill by NABARD.
- 34.** It is the contractor's responsibility to coordinate with other service providers viz. companies, municipality etc. for completion of the work, if required and attending to the work along with liaising with local bodies including making payments to statutory bodies. Bank shall reimburse the payments for such works on production of valid receipts. No other charges for such works shall be payable.

35. Any discrepancy in settlement of bills may be brought to Bank's notice within seven (7) working days of date of crediting of the settled amount by NEFT to the contractor's a/c being maintained with NABARD. After the 7th day, no correspondence in this regard shall be entertained.

36. The contractor will clear the site by removing the debris, scaffolding and balance materials/equipment from the site on completion of AMC period. The certification in this regard shall be taken from the ACT of Bank and shall be attached with the Final Bill of AMC.

37. The contract shall be valid for a period of two years, w.e.f. 1.4.2021 to 31.03.2023. The bank also reserves the right/option to extend the validity of this contract for a further period not exceeding 02 years as per the same terms and conditions.

Should this quotation be accepted, I hereby agree to execute the said work at the respective rates mentioned in the schedule of quantities and abide by terms and conditions contained in the above paras. The acceptance of NABARD's work order by me will be treated as Agreement for the said work.

Date :

Place:

(Sign. of Contractor)
(Seal of contractor)
mentioning address

SAFETY CODE

1. Smoking and chewing pan/tobacco/gutkha/ any other drugs etc. are strictly prohibited in the building.
2. The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool especially in Electrical Substation area.
2. An injured person shall be taken to a public hospital without loss of time, in case where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot be safely be done from ground.
4. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
5. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
6. Workers employed on mixing and handling material such as acids / cleaning chemicals etc. shall be provided with protective footwear and rubber hand-gloves.
7. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
8. Hoisting machines and tackle used in the works, including their attachments anchorage and supports shall be in perfect condition.
9. The ropes used in hoisting or lowering material / men or as a means of suspension shall be of durable quality and adequate strength and free from defects.
10. Adequate precautions shall be taken to prevent danger from electrical equipment. No material on the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor / Agency shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defines of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person.
11. It is entirely the responsibility of the contractor to follow the safety procedures such as using safety belts, life lines, helmets, rubber gloves etc. depending upon the

nature of works Contractor is free to approach NABARD for any suggestion in this regard. However, any lapse in this regard will be viewed seriously.

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

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

Declaration by the Contractor

We / I have read and understood the Safety code for the House-keeping/Facility Management services at NABARD Office premises and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Place :

Date : (Signature of the Tenderer)

Address :

Name and Seal :

PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the contractor/ service provider for effecting payment

Name and address of contractor/ service provider with phone nos.

.....
.....
.....

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

Signature

Please attach (1) a photocopy of one cancelled cheque leaf of the above Bank account and
(2) copy of PAN card and (3) allotment letter / registration letter under GSTN.

PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder) (Tenders without Pre-Contract Integrity Pact on Rs.100 stamp paper shall be rejected outrightly)

Between

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

And

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

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

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

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies

in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

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

Section 5 – Previous transgression

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

Shri Pramod Kumar Sangewar, IRSS (Retd.)

H. No. 12-5-65/1, Flat No. 109,
Sri Harsha Sethuram Unique
Vijayapuri Colony, South Lalaguda,
Secunderabad, Telengana – 560 017

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

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

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

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
Bidder/Contractor

(Office Seal)

(For & on behalf of the

(Office Seal)

Place _____

Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made on this day of (month) between the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called “the Employer”) and having its Head Office at C-24, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 and Karnataka Regional Office at NABARD Tower, 46, Kempe Gowda Road, Bengaluru – 560 009 of the one part and M/s (hereinafter called “the Tenderer” or “the contractor”) and having its registered office at of the other part.

WHEREAS the Employer is desirous of getting executed the work of “**Annual Maintenance Contract for External Glass and ALCO panels cleaning works of NABARD Karnataka Regional Office premises at NABARD Tower, 46 K G Road, Bangalore 560009 for the financial years 2021-22 & 2022-23**” and has caused *the technical and price bids* showing and describing the work to be done under the direction of the Employer.

AND WHEREAS the said technical bid and the Price Bid have been signed by or on behalf of the parties hereto.

AND WHEREAS the Tenderer has agreed to execute upon and subject to the conditions set forth in the *technical & Price Bids and Conditions of Contract* (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as “the said contract amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the

correspondence and perform the agreement on their part respectively in the said conditions and the documents contained herein. This Agreement and documents mentioned herein shall form the basis of this contract.

4. This contract is an Annual Maintenance Contract(AMC) for carrying out the work of “External Glass and ALCO panels cleaning works of NABARD Karnataka Regional Office premises at NABARD Tower, 46 K G Road, Bangalore 560009 for the financial years 2021-22 & 2022-23” and to be paid for according to actual work done on periodical basis or as provided in the said conditions.

5. The Tenderer shall afford every reasonable facility for the works of all the other Contractors, who are engaged by the Employer and shall make good any damage done by them or their people to any of the Employer’s property after the completion of such works.

6. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of work or having portions of the same carried out by engaging any other contractor / agency at it’s sole discretion without prejudice to this contract. The contractor shall not have any right to claim loss of profit / loss of opportunity to work from the Employer.

7. The tenderer shall have to submit the “no other claims certificate” along-with the final bill of AMC and once the final bill is settled by the Employer, the tenderer will not have any right to claim for either any tender related or non-related work.

8. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to execute the works at quarterly intervals or as instructed by NABARD from time to time

9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bangalore and only the sole Arbitrator as appointed by both the parties upon mutual consent in Bangalore shall have the jurisdiction to determine the same.

10. That the all parts of this contract have been read and fully understood by the tenderer.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Tenderer has caused its common seal to be affixed hereunto and

the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written.

Signature Clause

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

(Name & Designation)

In the presence of:

Witness #1

Signature:

Name:

Address

Witness #2

Signature:

Name:

Address

SIGNED AND DELIVERED by the Bidder

(Name, Signature & Designation)

Witness #1

Signature:

Name:

Address

Witness #2

Signature:

Name:

Address

INDEMNITY BOND

Annexure D

Know all men by these presents that I, Shri.....of M/s do hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at C-24, G Block, Bandra-Kurla Complex, Bandra(E) Mumbai-400051 and Karnataka Regional Office at NABARD Tower, 46, Kempe Gowda Road, Bengaluru – 560 009 and M/s having their registered office at on this day of 2020.

Whereas NABARD have appointed M/s as the Contractor for their proposed AMC work relating to “Annual Maintenance Contract for External Glass and ALCO panels cleaning works of NABARD Karnataka Regional Office premises at NABARD Tower, 46 K G Road, Bangalore 560009 for the financial years 2021-22 & 2022-23”

THIS DEED WITNESSETH AS FOLLOWS :-

I/We, on behalf of M/s hereby do indemnify *to keep NABARD and its Employees harmless* against and from

any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, for our negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,

any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any *of our* sub-contractor/s if any, servants or agents.

any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the

same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.

any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF M/s *has set their hands on thisday of*

SIGNED AND DELIVERED BY THE AFORESAID M/s through their authorized representative (Shri).

Signature

IN THE PRESENCE OF WITNESSES :

1. Name & Signature :
2. Name & Signature: