

# NABARD Uttar Pradesh Regional Office 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh -226010 Email: dpsp.lucknow@nabard.org

# Annual Maintenance Contract for Management and Housekeeping (including Catering) of Bank's Visiting Officers' Flats (VOF) at B-703 Laplace Staff Quarters, Hazratganj, Lucknow

National Bank for Agriculture and Rural Development (NABARD) invites **e-tenders** for Annual Maintenance Contract for Management and Housekeeping (including Catering) of Bank's Visiting Officers' Flats (VOF) at B-703 Laplace Staff Quarters, Shahnajaf Road, Hazratganj, Lucknow of Uttar Pradesh Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow- 226010 for the period from 01.04.2024 to 31.03.2026 (subject to annual review of quality of services and if found satisfactory). Eligible Firms may log on to Government e- Market Place (GeM), Official website of NABARD *i.e.* www.nabard.org or the Central Public Procurement Portal i.e. <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> to download the Tender Document for submitting the same duly filled on GeM by 08 January 2024

| Date of issue of tender document                     | 18.12.2023   |
|--|--|
| Date and time of pre bid meeting                     | 01.01.2024 at 15.00 hrs  |
| Due date and time for submission of tender documents | 08.01.2024 15:00 hrs   |
| Date and time of opening of bids                     | 08.01.2024 15:30 hrs   |
| RMD  | 5% of final quoted amount as Security Deposit shall have to be deposited by the successful bidder with NABARD, till the Defect Liability Period of 1 year from day of the completion of the contract period. |

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नाबार्ड, उत्तर प्रदेश क्षेत्रीय कार्यालय, लखनऊ के ला प्लास स्टाफ कार्टर्स , शाहनजफ़ रोड, हजरतगंज, लखनऊ में स्थित वीओएफ़ (बी-703) के प्रबंधन एवं हाउस कीपिंग (केटरिंग सहित) सेवाओं हेत् वार्षिक रखरखाव कांटैक्ट के लिए निविदा आमंत्रण सूचना

NOTICE INVIINGTENDER for Annual Maintenance Contract for Management and Housekeeping (including Catering) services for VOF at B-703 Laplace Staff Quarters, Shahnajaf Road, Hazratganj of NABARD Uttar Pradesh Regional Office, Lucknow, Uttar Pradesh -226010.

1. नाबार्ड, उत्तर प्रदेश क्षेत्रीय कार्यालय, 11, विपिन खंड, गोमती नगर, लखनऊ – 226010 ला प्लास, हजरतगंज, लखनऊ में स्थित बैंक के वीओएफ़ (बी-703) के प्रबंधन एवं हाउस कीपिंग (केटरिंग सहित) सेवाएँ प्रदान करने के लिए प्रतिष्ठित वेंडरों/सेवा प्रदाताओं से मुहरबंद निविदाएँ आमंत्रित करता है.

NABARD invites e-Tenders from Vendor / Service Providers of repute & experience to provide Management and Housekeeping (including Catering) of Bank's Visiting Officers' Flats (VOF) at B-703 La Place Staff Quarters of NABARD Uttar Pradesh Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow-226010.

2. संविदा प्रारंभ में 31-03-2026 तक रहेगी और नाबार्ड अपने विवेक के अनुसार इसका दीर्घाविध के लिए नवीकरण कर सकता है. तथापि, संविदा को जारी रखना करार अविध के दौरान नाबार्ड के उपयुक्त प्राधिकारी/सिमिति द्वारा वार्षिक आधार पर की जाने वाली कार्य निष्पादन समीक्षा के आधीन होगा.

The contract shall be initially upto 31.03.2026 would be renewable for a longer period at the discretion of NABARD. However, continuance of contract will be subject to Performance Review done on an annual basis by appropriate authority/committee of NABARD during the agreement period.

3. इंछुक वेंडर /सेवा प्रदाता निविदा दस्तावेज को निम्नलिखित किसी भी विकल्प से डाउनलोड कर सकते हैं – सरकारी ई मार्केट प्लेस (GEM) , नाबार्ड की वेबसाइट www.nabard.org /केंद्रीय सार्वजनिक अधिप्राप्ति पोर्टल https://eprocure.gov.in

Interested Vendor / Service Providers may download the tender document from any one of these following options – Government e- Market Place (GeM), NABARD's website www.nabard.org or Central Public Procurement Portal https://eprocure.gov.in

4. यह ध्यान दिया जाए कि निविदा दो बोली प्रणाली में होगी. विक्रेताओं/सेवा प्रदाताओं को अपनी बोलियां प्रस्तुत करनी होंगी, जिनमें तकनीकी पहलू और मदवार मूल्य दोनों को शामिल किया जाना चाहिए. सभी अनुबंधो, संलग्नको, दस्तावेजों सिहत बोली सरकारी ई मार्केट प्लेस पर ऑनलाइन प्रस्तुत की जाएगी.

It may be noted that the tendering will be a two bid system. The vendors/services providers are required to submit their bids, containing both technical aspects and the item wise price. The bid along with all annexures attachments, documents etc shall be submitted online on GeM Portal.

5. ₹. 20,000/- का EMD एनईएफटी के जरिए निम्नलिखित खाते में जमा किया जाना अपेक्षित है :

The EMD of Rs. 20,000.00/- is required to be deposited through NEFT to the following account.

| खाते का नाम      | NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT |
|------------------|---|
| बैंक का नाम      | NABARD  |
| शाखा का नाम      | Head Office, Mumbai                                 |
| खाता संख्या(VAN) | NABADMN18   |
| आईएफएससी कोड     | NBRD0000002   |

EMD राशि जमा करने के उपरांत, निविदाकर्ता को लेनदेन से संबंधित विवरण dpsp.lucknow@nabard.org पर ईमेल कर देना चाहिए। After depositing the EMD amount, the tenderers are advised to send an email to dpsp.lucknow@nabard.org with the details of the transaction.

6. भारत सरकार द्वारा जारी एमएसई अधिप्राप्ति नीति में यथापरिभाषित एमएसई या केंद्रीय अधिप्राप्ति संगठनों के साथ पंजीकृत बोलीकर्ताओं या स्वयं नाबार्ड के पैनल में सम्मिलित बोलीकर्ताओं को बयाना राशि (ईएमडी) जमा करने से छूट दी जाती है. आवश्यक पंजीकरण प्रमाण पत्र की प्रति तकनीकी बोली के साथ संलग्न की जानी चाहिए.

MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations or empanelled with NABARD itself are exempt from submitting the EMD, a copy of the registration certificate needs to be submitted with Bid documents.

7. इसके अलावा, यह ध्यान दिया जाना चाहिए कि नाबार्ड, उत्तर प्रदेश क्षेत्रीय कार्यालय के वे विक्रेता / सेवा प्रदाता / फर्म, जिनकी तकनीकी बोली

अनुबंध I में दिए गए हमारे पूर्व योग्यता मानदंडों के अनुसार उपयुक्त पाई जाएगी, केवल उन्हें ही आगे की निविदा प्रक्रिया के लिए पहचाना जाएगा.

Further, it may be noted that those Vendor / Service Providers / firms, whose technical bid will be found suitable, as per our prequalification criteria, which are given in Annexure I will only be identified for further tendering process.

8. सभी सेवाओं के लिए संभावित वार्षिक भुगतान, जिसकी गणना विक्रेताओं के कोटेशन के अनुसार की जाएगी और यह विक्रेता के चयन का आधार बनेगा.

The likely annual payment for all services together, to be worked out as per the quotes by the vendors, will form the basis for selection of the Vendor.

9. सफल निविदाकर्ता को कार्य सौंपे जाने के 15 दिनों के भीतर प्रारंभिक सुरक्षा जमा (आईएसडी) के रूप में निविदा के स्वीकृत मूल्य (एक वर्ष के लिए अनुबंध का कुल मूल्य) का 2% जमा करना होगा और इसे संतोषजनक एएमसी अवधि की समाप्ति से एक वर्ष के बाद वापस कर दिया जाएगा और इस पर कोई ब्याज देय नहीं होगा. सफल निविदाकर्ता की बयाना राशि (ईएमडी), यदि कोई हो, प्रारंभिक सुरक्षा जमा में समायोजित की जाएगी.

The successful tenderer will be required to submit @2% of the accepted value of tender (total value of the contract for one year), as initial security deposit (ISD) within 15 days of award of work and shall be refunded after One year from the expiry of the satisfactory AMC period and will not bear any interest. The Earnest Money Deposit (EMD) of the successful tenderer, if any, shall be adjusted towards Initial Security Deposit.

10. निविदा के स्वीकृत मूल्य के 5% की कुल वसूली राशि तक प्रत्येक ऑन-अकाउंट बिल से 5% की दर से रिटेंशन मनी डिपॉजिट (आरएमडी) वसूल किया जाएगा. आरएमडी का निर्धारण करते समय, बैंक के पास पहले से मौजूद ईएमडी/आईएसडी को ध्यान में रखा जाएगा. ईएमडी/आईएसडी और आरएमडी के साथ मिलकर सुरक्षा जमा का गठन होगा. आरएमडी एक वर्ष की दोष देयता अविध पूरी होने के बाद जारी किया जाएगा और इस पर कोई ब्याज देय नहीं होगा. यदि ठेकेदार अनुबंध के किसी भी नियम और शर्तों का उल्लंघन करता है या कार्य/सेवा पूरा करने में विफल रहता है तो सुरक्षा जमा राशि जब्त कर ली जाएगी.

Retention Money Deposit (RMD) at the rate of 5% will be recovered from each on-account bill till the total recovery amount of 5% of accepted value of the tender. While determining the RMD, the EMD/ISD already with the Bank shall be taken into account. The EMD/ISD together with RMD will constitute Security Deposit. The RMD will be released after completion of Defect Liability Period of One Year and will not bear any interest. The Security Deposit will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work/service.

11. पूर्व-योग्यता मानदंड, "तकनीकी बोली" का प्रारूप, कार्य का दायरा, नियम और शर्तें और "मूल्य बोली" का प्रारूप इस निविदा दस्तावेज़ के साथ संलग्न हैं.

The Pre-qualification criteria, format of "Technical Bid", Scope of Work, Terms and Conditions and format of "Price Bid" and covering letter (Appendix-I) are enclosed with this tender document.

12. नाबार्ड बिना कोई कारण बताए किसी भी या सभी प्रस्तावों को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है और उसका निर्णय अंतिम और सभी के लिए बाध्यकारी होगा.

NABARD reserves the right to accept or reject any or all offers without assigning any reasons whatsoever and its decision shall be final and binding to all.

पत्राचार के लिए पता

#### **Address for Communication**

मुख्य महाप्रबंधक राष्ट्रीय कृषि एवं ग्रामीण विकास बैंक (नाबार्ड) उत्तर प्रदेश क्षेत्रीय कार्यालय 11, विपिन खण्ड, गोमती नगर, लखनऊ-226010

The Chief General Manager National bank for Agriculture and Rural Development (NABARD) Uttar Pradesh Regional Office 11, Vipin Khand, Gomti Nagar, Lucknow- 226010

हस्ता/-(वि के रोहिल्ला) उप महाप्रबंधक

#### **Annexure-I**

#### PRE-QUALIFICATION CRITERIA

- 1. The contractors should meet following qualification criteria:
- (1.1) Minimum 7 years' experience (as on 31.03.2023) in the field of Management and Housekeeping (including Catering) services for VOF Contracts, which include all the activities as listed in scope of work and should have at least one of the qualifying works carried out for Public Sector Undertakings (PSUs)/Banks/Govt. Office.
- (1.2) The bidders should have carried out similar works during last 7 years (ending 31.03.2023) with annual contract value (costing individually) not less than the amount as given in following table:

| SN | Experience Criteria  | (Rs. Lakh) |
|----|--|------------|
| 1  | 1 similar work during last 7 years (ending 31.03.2023) with annual contract value (costing individually) not less than Rs. >>>   | 8.00 Lakh  |
|    | OR   | OR         |
| 2  | 2 similar works during last 7 years (ending 31.03.2023) with annual contract value (costing individually) not less than Rs. >>>> | 5.00 lakh  |
|    | OR   | OR         |
| 3  | 3 similar works during last 7 years (ending 31.03.2023) with annual contract value (costing individually) not less than Rs. >>>> | 4.00 Lakh  |

**Note 1:** to obtain the realistic value of work during the previous years, cost index @5% per year per work shall be added over the actual cost of executed works to calculate the value of works as on 31.03.2023.

Note 2: Similar works mean those works as indicated in scope of work in Annexure III

2. The tenderers should have Annual Turnover as given in the following table during the last three years ending 31 March 2023 supported with audited balance sheet / profit & loss statement or a registered Chartered Accountant certified statement of accounts.

| S.N | Turn over Criteria  | (Rs. Lakh)              |
|-----|---|-------------------------|
| 1   | Annual Turnover during last three years ending 31.03.2023 should be | Rs. 3.00 lakh per annum |

- **3.** Contract will be given to the tenderer who has their registered own office within the city / suburban areas of Lucknow and are able to establish this same fact. <u>Tenderers failing to establish their registered office in Lucknow will be summarily rejected.</u>
- 4. Tender shall be accompanied by a copy of each of the documents listed below as required,
  - Proprietorship Firm/Partnership Firm/Company Registration Certificate

- MSME Registration Certificate
- Registration under Contract Labour Act/Labour Department
- Registration under Shops and Establishments Act.
- Articles of Association/Memorandum of Association/ partnership deed/ any other relevant document showing composition of the firm
- List of eligible work executed during last seven years
- PAN Card
- GSTN Registration
- Employee State Insurance Act registration
- PF registration
- Particulars of bankers & Bank account details.
- Details of work experience shall be supported by work orders and corresponding completion certificates.
- The client-wise names of similar work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished in the prescribed format.
- Details of works on hand
- Audited final accounts of the business of the contractor for last 3 years duly certified by a Chartered Accountant/certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.
  - If required, original certificates shall be produced for verification by the tenderer and will be returned after verification.
- 5. The tenderers should have applicable Tax registrations (PAN, GSTN TIN, TAN, etc.) and also registration with Labour Department, Provident Fund, ESIC, etc., supported with documentary evidence and licenses, permissions, approvals issued by Labour enforcement and other statutory authorities, wherever applicable.
- **6.** Tenderers should have a current 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.
- **9.** The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.
- **10.** If the space in the application form is insufficient for furnishing full details, such information should be supplied on a separate sheet duly signed by competent authority
- 11. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies.
- **12.** The firms which do not fulfil prequalification criteria shall not be considered for selection and award of work.
- 13. The staff deployed by the firm at site should be physically fit, healthy, disease free.
- **14.** They should have passed the minimum educational qualification of 10<sup>th</sup> standard.
- 15. They should have adequate experience and knowledge in their respective works.

#### Instructions for filling the tender

- All the pages of the Tender Document shall be signed by the Tenderer.
- NABARD takes no responsibility for delay/loss or non submission of Quotations/Tender 2. Documents/inability to upload bid documents on website.
- The last date of submission of e-Tender on GeM Portal is on or before 15.00 hours on 08.01.2024 and Bids will be opened at 15:30 hours on 08.01.2024. Revision in date and time, if any, would be duly communicated.
- Bids submitted by unauthorized agents and Offline/FAX/Telegraphic bids shall not be entertained/considered.
- Rates should include all items/works pertaining to the AMC for Management and Housekeeping (including Catering) services for VoF works as mentioned in the tender and unless the same is done to the satisfaction of the NABARD's Engineer/ACTs or any other authorized official of NABARD, the bill will not be accepted.
- Rates should be filled in the Tender neatly and no overwriting shall be made on the uploaded documents. Corrections, if any shall be authenticated by subscribing signature of the tenderer. The rates quoted should be written legibly in words and figures. If ANY 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.
- 7. When there is a difference between the rates in figures and in words the rate that corresponds to the amounts worked out by the Contractor shall be taken as correct.
- 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.
- ot ıt.

| 7.2 When the rates quoted by the Contractor in figures and in words tallies, but the amount is no worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount   |
|--|
| DECLARATION BY THE CONTRACTOR  |
| We / I have read and understood all the instructions / conditions made above and we / I have take into account the above Instructions / Terms and Conditions while quoting the rates. We / I accept all the above Terms and Conditions without any reservation, in all respects. |
| Place:   |
| (Signature of the Tenderer) Date   |
| Name and Address   |
| Seal:  |
|  |

### **Annexure-II**

# FORMAT OF TECHNICAL BID

| ( A ) Name of the firm and Composition of the Firm  |  |
|---|--|
| Full particulars (whether the Tenderer is an individual /Proprietorship Firm / Partnership Firm / Company etc.) of the composition of the firm of Tenderers in detail should be submitted along with the name(s) and address(es) of the partners, copy of the Articles of Association /Power of Attorney/ any other relevant document.)   |  |
| (a.1) Registered Head Office Address and Address in Lucknow   |  |
| (a.2) Year of establishment/Registration and Act under which registered   |  |
| (B) Work Experience   |  |
| (Details of work experience supported by work orders indicating the value & general specification of work, No. of persons to be engaged as per agreement, other documents and certificates. The details along with documentary evidence of previous experience, if any, of carrying out works for NABARD / Public sector banks / Government department / Semi Govt. department / Other Public Sector Undertakings / private banks / Private sector / housing societies at any other Centre should also be given.)  (C) Credit worthiness of the Tenderer & Turnover |  |
| during the specified period  (Copies of IT deposit certificates (such as copy of deposited Form 16 or any such other certificate) along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed in proof of their credit worthiness and  |  |
| Turnover for the last three years ending 31.03.2023.)   |  |
| (D) 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 No.s), 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.) |  |
| (E) Details of Bank accounts                         |  |
| (E) Details of Dalik accounts                        |  |
| (Full particulars of their bank accounts, account    |  |
|  |  |
| No., type of account, account opening date etc.      |  |
| should be furnished.)                                |  |
| (F) Name(s) and address(es) of the                   |  |
| Clients and their present Executives (Written        |  |
| information about the names and address of their     |  |
| clients along with full details like names, postal   |  |
| address, e- mail IDs, telephone (landline &          |  |
|  |  |
| mobile No.s), Fax No. etc. of the contact executive  |  |
| (i.e. The persons who can be contacted at the        |  |
| office of their Clients by the NABARD, in case it is |  |
| so needed should be furnished.)                      |  |
| (G) 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.)                 |  |
| (H) Whether registered with the Registrar of         |  |
| companies/ Registrar of firms. If so, mention        |  |
| 1 , 0  |  |
| number and date and attach a copy of registration    |  |
| (I) Details of Registration with Provident Fund,     |  |
| Labour Authorities, ESIC, if any.                    |  |
| (7) 7171 11 1 1 1 1 2 2 2 2 2 2                      |  |
| (J) Whether registered for GSTN/ service tax         |  |
| purposes. If so, Also furnish relevant copies.       |  |
| (K) 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.              |  |
| (L) MSME Registration Certificate, if applicable     |  |
| (1) Month Registration certificate, if applicable    |  |
|  |  |
|  |  |

## 1. Details of Key Administrative Personnel

| Sl.No | Name | Designation | Qualification | No. of years associated with the firm |
|-------|------|-------------|---------------|---------------------------------------|
|       |      |             |               |                                       |
|       |      |             |               |                                       |

|     | T                   | Г | Г | Γ | Г |
|-----|---------------------|---|---|---|---|
|     |                     |   |   |   |   |
|     |                     |   |   |   |   |
|     |                     |   |   |   |   |
|     |                     |   |   |   |   |
| PRE | PREVIOUS EXPERIENCE |   |   |   |   |

i) List of important works executed by the firm during last 7 years with experience in executing works of similar nature i.e. Contract of Management and Housekeeping (including Catering) services for VOF/Guest Houses. Please arrange to provide value of job, approximate area of each contract where Management and Housekeeping (including Catering) services for VOF/Guest Houses was/ is being undertaken and the year of AMC along with copy of work orders, performance certificates / completion certificates.

Please note that the details furnished should be for Maintenance Contracts of similar nature and not for the installation/construction/project works.

| S. No. | Name of the work<br>And Location | Nature of Work | Name & full postal address of the owner | Contract<br>Amount (Rs) |
|--------|----------------------------------|----------------|---|-------------------------|
|        |                                  |                |   |                         |

**ii)** List of important works **on hand** costing Rs. 5.00 lakh and above with experience in executing works of similar work i.e. annual maintenance contract of Management and Housekeeping (including Catering) services for VoF/Guest Houses

| S. No. | Name of the work<br>And Location | Nature of Work | Name & full postal address of the owner | Contract<br>Amount (Rs) |
|--------|----------------------------------|----------------|---|-------------------------|
|        |                                  |                |   |                         |

# Details of Personnel with Experience of Management and Housekeeping (including Catering) services for VOF/Guest Houses

**1.**List of Personnel experienced in Management and Housekeeping (including Catering) services for VOF, giving details about their academic/technical qualifications, experience, etc. including that in the applicant's organization. (Please attach extra sheets if required).

| S.No. | Name | Age | Qualification | Experience | Nature<br>of works<br>handled | Date from<br>which<br>employed in<br>the<br>organization | Any other relevant information |
|-------|------|-----|---------------|------------|-------------------------------|--|--------------------------------|
|       |      |     |               |            |                               |  |                                |
|       |      |     |               |            |                               |  |                                |
|       |      |     |               |            |                               |  |                                |
|       |      |     |               |            |                               |  |                                |

2. List of available tools and equipment. (Please attach extra sheets if required).

| S.No. | Name of tools/ Equipment and Accessories | Total No. of units | No. of units can be spared for<br>NABARD's work |
|-------|--|--------------------|---|
| (1)   | (2)                                      | (3)                | (4)   |
|       |  |                    |   |
|       |  |                    |   |

- **3.** Indicate other points, if any, to show applicant's technical and managerial competency to indicate any important point in applicant's favour.
- 4. No. of supplementary sheets attached

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

We / I have read and understood the terms and conditions for the Management and Housekeeping (including Catering) of Bank's Visiting Officers' Flats (VOF) at - B-703 Laplace as indicated in Notice Inviting Tender (NIT) 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) / Authorised person on behalf of the firm/organisation/vendor (Authorization letter/power of attorney to be enclosed, in case authorised person is signing the document)

Address

Name and Seal:

Signature of the Tenderer with seal & date

#### CHECK-LIST FOR TECHNICAL BID

| Sr. No. | Documents asked for   | Whether Placed or Not |
|---------|---|-----------------------|
| 1.      | A) Bid Security of Rs.  |                       |
|         | (Rupees in words) in the form of e-payment  |                       |
| 2.      | One self-attested recent passport size photograph of the                          |                       |
|         | Authorized person of the firm/agency, with name,                                  |                       |
|         | Designation, address and office telephone numbers. If                             |                       |
|         | the bidder is a company/ partnership firm, name                                   |                       |
|         | designation, address and office telephone numbers of                              |                       |
|         | Directors/Partners also.  |                       |
| 3⋅      | Undertaking on own Letter-Head as per format prescribed                           |                       |
| 4.      | Self-attested copy of the PAN card with copy of cancelled                         |                       |
|         | cheque for KYC compliance.  |                       |
| 5∙      | Self-attested copy of GSTIN Registration  |                       |
| 6.      | Self-attested copy of valid Registration number of the                            |                       |
|         | Firm /agency.   |                       |
| 7.      | Valid Contractor License issued by Government of Uttar<br>Pradesh                 |                       |
| 8.      | Self-attested copy of valid Employees Provident Fund Registration number.         |                       |
| 9.      | Self-attested copy of valid ESI Registration No.                                  |                       |
| 10.     | Self-attested copy of valid License No. under Contract<br>Labour (R&A) Act, 1970. |                       |
| 11.     | Proof of experiences of last seven financial years as                             |                       |
|         | specified in the NIT along with satisfactory performance                          |                       |
|         | certificates from the concerned employers   |                       |
| 12.     | Annual returns of previous three years supported by                               |                       |
|         | audited balance sheet for FY 2022-23, 2021-22 and                                 |                       |
|         | 2020-21. If audited financial statements for FY 2020-21                           |                       |
|         | are not available, then audited financial statements for                          |                       |
|         | FY 2019-20 may be submitted along with 2020-21 and                                |                       |
|         | 2021-22 statements  |                       |
| 13      | Proof of having establishment in Lucknow or suburbs in                            |                       |
|         | Lucknow.  |                       |
|         |   |                       |
|         |   |                       |

# **Annexure- III Scope of Work**

The successful tenderer shall be looking after and providing services for the Management and Housekeeping (including Catering) of Bank's Visiting Officers' Flats (VOF) B-703 at Laplace, Hazratganj.

- a. The successful contractor may deploy two (02) persons (One person skilled in cooking and One Cleaner cum helper) for maintenance of VOF (for all days in a month with suitable arrangement of relievers)
- b. The shift shall be managed between the 02 deployed employees. The presence of at least one of the two employees is compulsory during the visit of guests.
- c. The deployed employees shall take leave or travel out of station <u>only with the knowledge and</u> <u>approval of</u> Protocol and Security Officer and Care taker of NABARD UP RO.

The duties of employees deployed for Management of VoF shall include the following:

#### 1. RECEPTION-CUM-FRONT OFFICE

- a. To attend to phone calls and receive messages, interact with guests and officials of NABARD Uttar Pradesh Regional Office
- b. To co-ordinate between guests and NABARD officials as required.
- c. Coordinate bookings, room allocation, check-in and check-out of guests
- d. Collect cash towards room tariff & catering charges and feedback reports and signatures from the guests, which may be submitted to NABARD UP RO every fortnight.
- e. Maintain proper accounting which may be produced to NABARD UP RO for verification.

#### 2. GENERAL ADMINISTRATION

- a) To manage entire operations of the VOF and coordinate with respective departments of NABARD for smooth running of the operations.
- b) To maintain records of Guests of VOF and Inventories as required by NABARD.
- c) To ensure the safety of VOF properties belonging to the NABARD and maintain total vigil on the movement of people in the VOF .
- d) In case of any change in constitution of the Agency, the rights of NABARD should not suffer.
- e) To ensure timely action in emergencies including operation of firefighting systems, administering first aid etc.
- f) A local representative of Agency shall be in-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the VoF premises of NABARD, Lucknow, they shall work under directives and guidance of DPSP, NABARD Uttar Pradesh Regional Office and will be answerable to them. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the NABARD, Lucknow.
- g) A senior level representative of the Agency shall visit P&SO Officer/Care Taker, DPSP,

NABARD Uttar Pradesh Regional Office premises at least once-in a fortnight and review the service performance of its personnel. During the weekly visit, Agency representative will also meet the officer concerned dealing with services under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.

- h) The Authorized officer/Care Taker/ACT/Committee of NABARD shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his/its decision shall be final and binding.
- i) Guest Occupancy Register and Complaint Register provided by NABARD shall be kept safely. As soon as the guest enters the VOF, necessary entries are to be obtained.
- j) A file to be maintained for preserving the room allotment advices.
- k) Collection of VOF charges (as prescribed by NABARD from time to time) and feedback form from guests .
- The supervisor should deposit the rent amount in NABARD's Current Account on fortnightly basis.
- m) Room wise Inventory Register is to be maintained by the Agency, to ensure the safe custody of Bank's properties. This is subject to periodical verification by the concerned authorities of the Bank. Hence, the Agency shall assume full responsibility for maintaining all movable properties of NABARD located inside the VOF. In case of any shortage, damage etc., the Agency is liable for replacement of the same at their cost.
- n) The Agency shall get the feedback form filled from all guests without fail.
- O) The Agency shall perform all catering and housekeeping work in a thorough, efficient, professional manner with due diligence and care according to industry norms and standards, in conformity with applicable local laws and regulations and Bank's own procedures and instructions. The Agency shall perform the service to the satisfaction of the Bank and if any shortcoming is found, the Agency shall rectify the shortcoming immediately.
- p) The attendant/receptionist shall contact the CT/ACT/PSO of the bank twice daily to seek instructions and details of the guests visiting each day
- q) The vacant rooms are to be cleaned each day and shall be kept locked unless advised differently.

#### 3. FRONT OFFICE

When the guest checks-in, the Agency's staff shall do the following:

- a) Attend to him, receive him, verify identity of the guest and allot the room assigned to the guest. The necessary entries in the guest register, to be provided by NABARD, may be made. NABARD will reserve the rooms and intimate the Agency through allotment advices. The Agency/Agency's staff shall not allot rooms on its/his own.
- b) Accompany guests to his room and offer help to carry his baggage to the allotted room, ensure his comforts, offer him tea/coffee/food, etc. suiting the time.
- c) The Agency will procure all the materials required for guest amenities.
- d) The items to be provided in welcome kits will be from the list of approved brands attached with this tender document.
- e) The Successful tenderer shall decide the cost per kit in consensus with NABARD, which may be reimbursable on actual usage basis.

- f) When the guest checks-out, separate bills for room rent and food/extras are to be prepared and get them signed by the guest. Collected cash towards room tariff will be deposited with NABARD's Current Account with proper registers every fortnight.
- g) At the time of check-out, the Agency's staff shall ensure that the room occupied by the guests is in order with respect to assets of the Bank. A quick check to be carried out for the purpose before the guest leaves the VOF. Simultaneously, it shall be ensured that the guest has not left behind any of his belongings in the room. If any belonging of the guest is noticed after he has left then the Agency shall immediately inform NABARD Officials like PSO/CT/ACT/any other official as decided by NABARD officials for sending the same to the guest.
- h) The keys are to be collected from the guests moving out or checking out from VOF.
- i) Offer help to the guest for carrying his baggage from the room to the vehicle.
- j) The Agency's boys shall not seek any tips or favour from the guests for the services rendered.
- k) To order for magazines as advised by NABARD, coordinating with the newspaper agents and paying for the bills at the end of the month. The amount in this regard will be reimbursed by NABARD along with the Agency's bill. The suppliers bills to be submitted while taking reimbursement.

#### 4. CATERING

The Agency shall provide the following services:

- a. Preparation of Tea/ Coffee, Snacks, Breakfast, Lunch, Dinner etc as per the list enclosed in the tender document. The rates of various items shall be fixed in consultation with the Bank within 10 days of awarding work which shall not exceed the maximum rate per item mentioned in the tender document.
- b. The timing for services shall be as informed by the Bank in advance to the Agency's staff.
- c. The Agency should ensure that they appoint well qualified & experienced cooks for all types of food preparation.
- d. The menu may be altered for specific guests / special occasions / programs / functions as desired by NABARD, within the overall scope of the menu.
- e. The Agency's staff shall take orders beforehand from the staying guests regarding their food requirements.
- f. The Agency's staff shall take care to provide healthy food to the guests as per the standard menu prescribed by NABARD (an illustrative list is attached). However, in exceptional cases, he may have to prepare food as specified by the guests on medical grounds.
- g. The agency may provide food to the other residents of NABARD Staff Quarters in case of emergencies (if requested) like Covid-19 quarantine, health issues, unfortunate sickness death/any similar incident at the rates approved by NABARD.
- h. The attendant shall bring cooked/packed food from nearby stores whenever requested (between 10.00 AM to 7.00 PM) for the guests in VoF
- i. The Agency's staff shall be responsible for procurement of raw materials and ingredients. Good quality (AGMARK/ FSSAI marked) raw materials and oils shall be used in the preparation of food and beverages. Fresh vegetables and milk, standard beverages shall be used. All raw materials used should be free from adulteration or any foreign material. The Agency should also ensure that the used edible oil is not reused for any other cooking purpose.

- j. Vegetarian and Non Vegetarian dishes shall be prepared and served separately.
- k. Non-vegetarian dishes shall be made from fresh and good quality mutton, chicken or fish; and shall be purchased from standard authorized shop. The pieces of non-vegetarian items shall not be too small or too big. Unnecessary shreds and small bone pieces shall be removed. The non-vegetarian items shall be washed and marinated properly before cooking.
- l. All vegetables, fruits etc. used shall be fresh and shall not be rotten or over ripe. The Agency shall be responsible for their hygiene and safety. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and should be prepared and served fresh. All the items being used shall be stored properly and used before the expiry date/best before date.
- m. The Agency's staff shall store sufficient quantity of high quality ingredients in the available place in the VOF to ensure preparation of food items in time.
- n. The Bank's authorized official has the right to verify the adequacy of supplies, test the provisions purchased, quality of food, reject any ingredient that may be found to be substandard.
- o. The food preparation is to be done in a strictly hygienic environment and matching process without any compromise. Every food preparation shall be used for the specific service and the left-over food shall not be carried to next meal service.
- p. The Agency's staff shall be responsible for service of food and beverages in the common dining room as also in the room of the guests (if requested for).
- q. The Agency's staff shall provide efficient and prompt service to all the visiting members. The Agency's staff shall perform the service to the satisfaction of the Bank officials. If any shortcoming is found, then on instruction from Bank officials, the Agency shall rectify the shortcoming immediately.
- r. The Agency's staff should ensure total cleanliness and regular cleaning of facilities in the kitchen. Routine cleaning and proper handling of kitchen equipment required for food preparation will be the Agency's responsibility.
- s. The Agency shall co-ordinate the booking & procurement of LPG gas cylinders in time for the use in VoF at their own cost.
- t. The Agency's staff shall attend to any or all catering requirements whether covered contractually or otherwise, at a pre-determined price laid out in the contract or mutually agreed upon thereafter.
- u. The cost of food & beverages to be charged from the guests shall be decided by the bank in consultation with the tenderer after the award of the tender.
- v. Any inspection by the authorized government officials will be dealt by the contractor and penalties imposed if any, will be borne by the contractor unless the deficiency is on the part of NABARD.
- w. The contractor shall identify and intimate all deficiencies within one month of the start of the contract and advise NABARD.
- x. The staff deployed should be free from all diseases. Illness. They should be healthy, neat, clean and presentable at all times.
- y. The staff deployed will not be changed without approval of NABARD. If NABARD feels any incompetence of deployed staff, then they should be changed forth with.
- z. The salary of staff deployed shall necessarily be credited into their bank accounts only or as decided by NABARD.

#### **Illustrative Menu**

#### **Items Required for Cooking**

- Edible Refined Oil of branded companies like Saffola/ Sundrop/ Fortune/ Dhara/ Sweekar/Patanjali.
- Edible Mustard Oil of branded companies like P Mark/ Fortune/ Dhara/Patanjali.
- Spices of branded companies like Catch / MDH / Everest only/ patanjali
- Multi Grain/Wheat Flour of Ashirwad/ Annapurna/ Nature Fresh/ Pilsbury/ Shakti Bhog/Patanjali.
- Rice of branded companies like Kohinoor/ India Gate / Lal Mahal/ Dobraj/ Lazbab only.
- Cereals of good quality.
- Raw vegetables should be of good quality and should be properly washed before cooking.
- Common Salt, Black Pepper, Chat Masala of reputed brand (to be kept on dining tables)

| Options for  | Maximum<br>Permissible Rate per<br>Meal                 |                                       |  |
|--|---|---------------------------------------|--|
| Breakfast / Snacks:-   | Breakfast / Snacks:-                                    |                                       |  |
| 1. Idli Sambhar (02 Pc).                                       |   | Rs. 60/- including                    |  |
| 2. Sambhar Vada (02 Pc)  |   | Tea/Coffee/Milk                       |  |
| 3. One Plate Poha (200g),                                      |   | Rs. 45/- excluding                    |  |
| 4. Samosa (02 Pc) with Chole and Ch                            | utney   | Tea/Coffee/Milk                       |  |
| 5. Sandwich (04Slices)   | ,   |                                       |  |
| 6. Upma (200 g),   |   |                                       |  |
| 7. Bread Omelette (04 bread and Tw                             | o egg omlette)  |                                       |  |
| 8. Stuffed Bread Pakoda (02 Piece)                             | ,   |                                       |  |
| 9. Bread-Jam (02 bread)/Bread Toas                             | t- 04 pieces  |                                       |  |
| 10. Aloo Vada (04 Pc),   |   |                                       |  |
|  | 11. Aloo Paratha/Paneer Paratha/Pyaaz Paratha with curd |                                       |  |
| 12. Kachodi (03 pc.) etc. with pickle/<br>per respective dish. | curd/butter/sauce as                                    |                                       |  |
| Two of the above mentioned iter<br>by rotation.                | ns should be served daily                               |                                       |  |
| Normal Lunch/Dinner (Veg):-                                    | Normal Lunch/Dinner                                     | Rs. 125/- for                         |  |
| • Seasonal Salad/Soup  | (Non-Veg):-   | Vegetarian Lunch                      |  |
| • Rice (150 gms) – Jeera Rice/ Veg.                            | Seasonal Salad/Soup                                     | - / 0                                 |  |
| Pulao/ Steamed Rice, daily by rotation. (Anyone)               | • Rice (150 gms) – Jeera<br>Rice/Veg. Pulao/ Steamed    | Rs. 150/- for Non<br>Vegetarian Lunch |  |
| • Chapati (4 pc)—Roti/ Poori/                                  | Rice, daily by rotation. (Anyone)                       |                                       |  |
| Paranthas/Naan, daily by rotation.                             | • Chapati (4 pc)–Roti/                                  |                                       |  |
| (Any one) • Cereal (Dal) (100 gms) – Tuar Dal/                 | Poori/ Paranthas/Naan,                                  |                                       |  |
| Rajmah/ Moong Dal/ Sambhar, daily by rotation.                 | daily by rotation. (Any one)                            |                                       |  |

- Seasonal Vegetable of good quality (in gravy) (100 gms)-01
- One seasonal vegetable of good quality (dry) (100 gms)
- Matar Paneer/ Shahi Pan-01eer/ Malai Kofta/ Malai Methi, by rotation. (100gms)
- Papad Bikaneri- Haldiram/ Lizzat/ Bikaji brand
- Pickle (Nilons / Mother's Recipe)
- Curd (100 g) (Amul, Mother Diary)
- Sweet
   (Gulabjamun/Rasagulla/I ce cream) of standard quality (One piece/scoop of any one)

- Cereal (Dal) (100 gms) –
   Tuar Dal/ Rajmah/ Moong Dal/ Sambhar, daily by rotation.
- Seasonal Vegetable of good quality (in gravy) (100 gms)- 01
- On seasonal vegetable of good quality (dry) (100 gms)- 01
- One non-veg dish (Chicken/Mutton/Fish) (150 gms)
- Papad Bikaneri-Haldiram/ Lizzat/ Bikaji brand
- Pickle (Nilons / Mother's Recipe)
- Curd (100 g) (Amul, Mother Diary)
- Sweet
  (Gulabjamun/Ra
  sagulla/Ice
  cream) of
  standard quality
  (One piece/scoop
  of any one)

Note: - Raw meat/ material should be of good quality and should be properly washed before cooking. If vegetable/cereal/rice/r oti/sweet is provided, then Rs. 20/per item would be deducted.

| Miscellaneous/ Accompaniments |      |     |   |
|-------------------------------|------|-----|---|
| Sl                            | Item | Qty | Maximum<br>Permissible<br>Rate per Item |

| 1  | Tea/ Coffee (200 ml) (Taj<br>Mahal / Red Label / Tetley /<br>Nescafe) (Milk should be of<br>Amul/ Mother Dairy or any<br>other brand pre-approved by<br>Bank) | 01                   | Rs. 15/- |
|----|---|----------------------|----------|
| 2  | Boiled Egg (Desi)   | 01                   | Rs 10/-  |
| 3  | Omlette/ Anda Bhurji/<br>Egg fry/ Egg Half Fry  | o 1 Egg              | Rs 15/-  |
| 4  | Omlette/ Anda Bhurji/<br>Egg fry/ Egg Half Fry  | 02 Egg               | Rs 30/-  |
| 5  | Stuffed/Masala Bread<br>Pakoda  | 01/02                | Rs 25/45 |
| 6  | Sandwich Veg (02 bread slices)  | 01/02                | Rs 25/45 |
| 7  | Cheese Sandwich (02 bread slices)   | 01/02                | Rs 40/60 |
| 8  | Plain Sandwich(02 bread slices)   | 01                   | Rs 15/-  |
| 9  | Nimbu Pani  | 01                   | Rs 10/-  |
| 10 | Mineral Water   | As per Specification | MRP      |
| 11 | Beverages   | As per Specification | MRP      |
| 12 | Other items like biscuit<br>pastries ice cream,<br>Roasted Kaju/Badam etc   | As per specification | MRP      |

Note: - All the above menus are only indicative and the Bank reserves the right to modify any of the menus as per requirement.

#### 5. HOUSEKEEPING

- a) VOF consists of two rooms (Additional rooms may be added if required) with attached toilets, kitchen and drawing cum dining room. The Agency, before submitting its offer, may visit the place for its own assessment.
- b) All the rooms shall always be kept disinfected, neat and tidy always to enable NABARD to allot the rooms at any time.
- c) Linen like towels (hand and bath), bed spreads and bed sheets as also the inner sheets to Quilts/Comforters should be changed immediately after the guest checks—out and after every two days if in the continuous occupation of the room.
- d) Bed linen, pillow covers and towels should be regularly washed and kept in clean condition for use. The bed sheets and pillow covers should be ironed before its use. Washing of curtains is to be carried out once in three months. The services of dry cleaners may be engaged for washing blankets/ quilts/ comforters which is required to be done once in a month. Payment towards the same will be made as per the rate quoted in the contract or the NABARD's designated dhobi to be approached.
- e) Room fresheners and deodorants (of reputed brands) are to be made available in all the rooms, toilets, lounges and all common toilets. They may be replenished immediately by the Agency whenever required.
- g) The Agency shall be responsible for making the bed and clean all rooms daily. All rooms, bath rooms and toilets are to be cleaned with high quality disinfectants (use of acids strictly

prohibited).

- h) The Agency shall ensure that the cleaning/housekeeping materials being utilized by them are ISI approved products of reputed brands. These should be environment friendly and no toxic chemical should be used for the purpose. It shall also provide to workers proper equipment for sanitary and general cleaning.
- i) The Agency shall take care of miscellaneous requirements like replacement of batteries for clocks, remote units of TVs, ACs, recharge of DTH Connections etc. provided in the VOF rooms and other places.
- j) Rooms to be regularly checked for bed linen, hand towel, bath towel, soap, shampoo, water, functioning of TV, refrigerators, ACs, geysers and bath room fittings, bulbs, etc. and maintain the same on regular basis.
- k) The Agency shall ensure proper functioning of all systems in the VOF such as electrical, electronics, sanitary and water supply. In case of any complaints regarding plumbing/ electrical/ carpentry, etc., and/or need for replacement of any equipment, caretaker of the NABARD UP RO may be informed immediately.
- 1) The Agency has to ensure the following weekly services:
  - Mechanical washing and scrubbing of floor area with detergents, dust removing chemicals and polishing of the floor areas etc.
  - Removal of cobwebs, dusts, termites, insects, pests etc.
  - Windows sponging and cleaning.
  - Keeping ceiling and table/pedestal fans, air-conditioning grills dust free.
  - Cleaning of dustbins and buckets with detergents.
  - Cleaning of sanitary wares by using reputed branded products.

A penal deduction of 10% or more as decided by NABARD may be imposed if services are found lacking/unsatisfactory.

#### 6. FACILITIES PROVIDED BY NABARD INCLUDES

- a. Kitchen with all necessary facilities like gas stoves, grinder, mixers, refrigerators, microwave, almirah for storage of linen and facility for storage of crockery / food grains etc.
- b. Crockery, cutlery and all cooking utensils/pans, pressure cookers etc.
- c. Furniture in rooms, dining halls, lounges, office rooms, etc.
- d. Appliances like TV, ACs, Geysers, Washing Machines, and Water Purifier etc. All the available capital equipment will be given on as-is, where-is condition.
- e. The Agency will have full responsibility of proper upkeep, maintenance and custody of the linen, crockery, equipment, and vessels etc., handed over to them by the Bank.
- f. All the items supplied by the Bank at its expense for the purpose of running VOF will be Bank's property for all intents and purposes.
- g. The losses, due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Agency at full cost. However, damages/ breakages in crockery due to natural causes will be viewed leniently by NABARD. In regard to natural wear and tear of any such item, the decision of the Bank shall be final and binding on the Agency. However, the Agency shall maintain records for all such damages/breakages.

#### Approved list of kit Materials for supply to guests in VOF

| S No | Description   | Brand (Any one of the  |
|------|---|--|
|      |   | below  |
|      |   | mentioned)   |
| 1.   | Bath Soap-1 no. 50 gm   | Godrej, Medmix, Santoor, Dettol, Savlon                        |
| 2.   | Liquid hand wash soap- 1 packet   | Patanjali, Dettol, Palmolive or equivalent                     |
| 3⋅   | Toothpaste of 26 gms / brush medium bristles  | Colgate, Pepsodent, Close-up, Oral-B                           |
| 4.   | Sachets of shampoo- 2 nos. 5 ml each  | Pantene, Sunsilk, Dove, Head and<br>Shoulders                  |
| 5.   | Talcum powder or hand cream- 1 no. 25 gm  | Ponds, Godrej, Santoor, Nivea, Boroline                        |
| 6.   | Coconut Hair oil- 1 unit of 25 ml in<br>Summer<br>Almond Oil in Winter-01 unit of 25 ml | Paraschute, Dabur, Godrej                                      |
| 7.   | Shaving kit for gents (disposable razor)- 1 no.   | Gillette, 7 O'clock, Gillette Presto<br>Disposable razor only. |
| 8.   | Shaving Cream for gents- 1 no. 25 gms   | Gillette Only  |
| 9.   | Pocket Tissue- 1 packet   | Origami, Paseo, Tempo, Premier                                 |
| 10.  | Hand Sanitizer- 50 ml   | Himalaya, Dettol, Tempo, Zuci                                  |
| 11.  | After Shave lotion (for CGMs only)- 1 no. 50 ml   | Denim  |
| 12.  | Pocket comb – 1 no  | Of good quality thick/ broad teeth                             |
| 13.  | Roll-on (for lady guests)- 1 no. 50 ml  | Nivea / Ponds  |
| 14.  | Wet face tissues (for lady guest)   | 1 packet of 5 tissues of reputed brand                         |
| 15.  | Moisturizer – 50 gms  | Vaseline Aloe Vera – 50 gms                                    |

NB:- Cost of the above kit materials are to be fixed in discussion with NABARD UP RO, which will be reimbursable on actual usage basis.

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

We / I have read and understood the Scope of Work and special terms and conditions for the Maintenance and Housekeeping (including Catering) and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

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

Place:

Date

(Signature of the Tenderer)

Address

Name and Seal

#### **Annexure-IV**

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

- 1. Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
- 2. The rates will be exclusive of all taxes (The payment shall be subject to TDS and taxes as applicable at the time of payment) and would remain firm for the entire Contract Period. **No increase in rates will be allowed** during the entire Contract Period on this account.
- 3. Monthly payments will be made by the contractor to the contract staff deployed in VoF in their bank accounts, before seeking reimbursements from NABARD wrt Management and Housekeeping (including Catering) services for VOF in La Place Staff Quarters, Hazratganj.
- 4. AMC Charges will be paid by NABARD based on the bills submitted and certified by Care taker to the effect that the works / complaints recorded in the registers/software are attended and rectified as per the scope of the work. The Contractor has to get the Signature of the Caretaker or the Protocol & Security Officer after completion of the respective works on the formats enclosed/given for respective work and should submit all these with the bill.
- 5. Any discrepancy in settlement of bills may be brought to the notice of NABARD within a period of one month after the settlement of the Bills. NABARD will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.
- 6. Income Tax, GST and other taxes, as applicable, will be deducted from total payment due to the Contractors.
- 7. All works, complaints / instructions given by the respective authorities covered under the Annual Maintenance Contract are to be attended on the same day. In case of delay in attending the work in time, NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD UP RO.
- 8. The Contractor should arrange to obtain necessary **insurance cover i.e.** (i) Workmen Compensation policy and (ii) Contractors All Risk Policy (CAR policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD immediately after award of work. The CAR policies are required to be at least for 1.25 times of the contract value.
- 9. The Contractor shall be fully responsible and shall indemnify NABARD with suitable Insurance cover 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.
- 10. The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc.
- 11. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Payment of Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, EPF etc. with regard to the personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the NABARD UP RO, Lucknow and to the concerned Labour Department.
- 12. The contract staff deployed should be medically fit and a certificate from an MBBS Doctor is to be submitted at the time of taking charge and at the start of every financial year.
- 13. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. The particulars of the employees engaged for the work are required to

be submitted to the NABARD UP RO, Lucknow. The antecedents of the staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the NABARD UP RO Lucknow shall ensure that the contractor complies with the provisions.

- 14. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the NABARD UP RO, Lucknow. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the NABARD UP RO, Lucknow, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
- 15. All liabilities arising out of accident or death while on duty of the required Management and Housekeeping (including Catering) services for VOF personnel shall be borne by the contractor. The contractor shall cover all his employees with a comprehensive Group Insurance policy. The contractor shall indemnify the NABARD UP RO, Lucknow against all liabilities arising out of any such accidents or deaths.
- 16. Adequate supervision will be provided to ensure correct performance of the said Management and Housekeeping (including Catering) of Bank's Visiting Officers' Flats (VOF) B-703 at Laplace in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
- 17. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the NABARD UP RO, Lucknow.
- 18. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the NABARD UP RO, Lucknow and shall not knowingly lend to any person or company any of the effects of the NABARD UP RO, Lucknow under its control.
- 19. The staff deployed shall not accept any gratitude or reward in any shape.
- 20. The contractor shall provide training at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 21. Under the terms of their employment agreement with the Contractor the Management and Housekeeping (including Catering) services for VOF staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
- 22. That in the event of any loss occasioned to the NABARD UP RO, Lucknow, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the NABARD UP RO, Lucknow, the said loss may be claimed from the contractor up to the value of the loss. The decision of CGM/OIC NABARD, UP RO will be final and binding on the agency, respectively.
- 23. The contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the NABARD UP RO, Lucknow may issue from time to time and which have been mutually agreed upon between the two parties.
- 24. NABARD UP RO, Lucknow shall have the right, within reason, if any person employed by the contractor is considered to be undesirable or otherwise, to inform to the contractor and contractor shall replace such person immediately. Moreover, the contract staff once finalised by bank (NABARD) cannot be changed unless approved by Bank.
- 25. The contractor shall be responsible to maintain all property and equipment of the NABARD UP RO, Lucknow entrusted to it.
- 26. The contractor will deploy supervisors as agent of the contractor and the instructions given to the supervisor by NABARD UP RO will be deemed to be instructions given to the contractor. The supervisor shall be required to follow the instructions of NABARD UP RO, Lucknow and ensure that the work done accordingly.

- 27. The contractor shall pay the personnel deployed in NABARD's VoF, their wages in accordance with the relevant Minimum Wages Act, on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed by them in NABARD.
- 28. The contractor will be responsible for timely payment to its personnel deployed in the NABARD premises and compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance, etc. in respect of the persons deployed by them in NABARD. The

Contractor shall be responsible to fulfil all the obligations in connection with the workers employed by it for the purpose of the Contract and all the Statutory and other liabilities if any including minimum wages of Central/ State Govt. (whichever is higher shall be applicable), leave, salary, uniform, identity cards, ex- gratia, ESI, Provident Fund, Workman Compensation, if any, etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor. The contractor shall liaise with Labour Department of State/Central Government and comply with all necessary regulations and instructions in this regard.

- 29. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
- 30. The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into the Contract and the Bank will not in any way be liable or responsible for any default / irregularities / penalties on the Contractor's part.
- 31. The following requisites are to be fulfilled by the contractor:
  - Time schedule of works
  - Presence of required number of the persons at the site as per contract
  - Maintain desired quality of the work as per specification

# 32. The penalties for not complying with the above are indicated in Special Conditions of contract.

- 33. The contractor shall always post at site, experienced staff at site at least to the extent of strength as given in scope of work, round the clock.
- 34. The contractor shall, for all intents and purposes, be the "NABARD" within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
- 35. The Contractor shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and States) that may be enforced from time to time by the Appropriate Authorities. NABARD shall not be responsible for any penalty on failure on the part of contractor to comply with any Labour Regulations.
- 36. The contractor shall maintain attendance register of his staff employed at various sites and wage register for payment (at least minimum wages as per Central or State Govt. whichever is higher shall be paid) with all records up to date as per the labour regulations. The contractor shall submit the monthly payment records of the staff employed by him.
- 37. The contractor shall ensure that the payment is regularly credited to the bank account of the individual labour employed at Bank's premises and pay slips for respective payments are duly issued regularly. NABARD will ask for present/past pay slips and payment records related to ESI/PF to be submitted along with the monthly bill.
- 38. The manpower deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He

shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously.

- **39.** No additional payment shall be made if contractor keeps more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provision.
- 40. The Contractor or his authorised representative should visit the site as per requirement and meet NABARD's Security Officer/bank's Officer with prior appointment for any clarifications and to receive instructions, etc. at the site.
- 41. The Contractor's workmen should report to CT/ACT/ P&SO/site supervisor as per timings mentioned in the Price bid/Bill of Quantities. A register will be kept at site on all the locations showing attendance on day to day basis and which will be countersigned by the security guard on duty the time when contractor's worker arrives & signs at site. The same shall also be signed by ACT/CT & the same or copy shall be presented along with the Contractor's monthly bill.
- 42. The workers / staff employed should wear colour code uniforms displaying contractor firm's name. The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations under this Contract. Any indecent behaviour / suspicious activities of the staff employed shall be viewed seriously and a suitable penalty shall be imposed on contractor. The contractor is also required to submit the list of workers with photo ID, educational qualification, address proof, etc. before deputing the workers.
- 43. 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 levy damages or fine and / or even terminate the Contract forthwith, if necessary. The loss will be deducted from security deposit, if required.
- 44. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and/or by taking recourse to appropriate recovery proceedings. 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 or its employee is made contractor and is supposed to contest the case, NABARD will reimburse for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to NABARD or any person authorized by NABARD, on demand. Further, 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.
- 45. "Any dispute or difference whatsoever arising on any matter concerning this contract between the parties out of or relating to the services, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any modification thereof. The arbitration shall be conducted by sole arbitrator appointed by NABARD and the award made in pursuance thereof shall be binding on the parties."
- 46. The venue of the arbitration shall be at Lucknow.
- 47. The language of arbitration shall be English.
- 48. Work under the contract shall be continued by the contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- 49. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
- 50. The personnel deployed by the Contractor can use the common facilities such as drinking water, toilet, etc. if any, provided at the premises. However, it should be ensured that the same should be kept in hygienic condition.

- 51. The work should be carried out with minimum inconvenience to the occupants/NABARD Staff. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants, etc.
- 52. The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required, in accordance with this Tender. The Contractor should obtain approvals, if any, necessary for the work from the Statutory Bodies on behalf of the NABARD. The Contractor shall assist the NABARD fully in respect of any liaison with the Municipal or any other Authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to the NABARD.
- 53. The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD's residential/office premises.
- 54. The engaged staff during working hours shall also undertake other specific work in VoF which may/may not be related to Maintenance and Housekeeeping Services as per instruction of RO Officer/ACT/CT/P&SO, if required.
- 55. The responsibility for accommodation and lodging of the workers after the shift assigned to them will be of the Contractor.
- 56. The staff shall subject themselves to security check at the time of leaving the Bank's premises daily
- 57. No articles, other than personal belongings, shall be taken out without approval from Assistant General Manager/Protocol & Security Officer/CT/ Asstt. Care Taker.
- 58. They shall not engage themselves in any activity detrimental to the interests / reputation of the Bank.
- 59. The personnel deployed by the Contractor for duty in the said premises shall not be deemed to be employees of 'NABARD' in any manner and they shall not be eligible for any benefits which the 'NABARD' provides to its employees. The obligation if any, for any benefit shall be the sole responsibility and rests entirely with the Contractor.
- 60. NABARD will not be under any liability to pay any compensation to the personnel deployed by the Contractor for their sustaining any injury etc. while discharging the duties in the said premises. The Contractor shall get the personnel posted for duty at the said premises, insured against accidents at his own cost.
- 61. NABARD shall, in the event of the Contractor committing any breach of any of the terms and conditions or if the services provided by the Contractor is considered to be unsatisfactory by the 'NABARD' or for any other reason considered by the 'NABARD' as insufficient, be entitled to terminate the contract by giving seven days' notice in writing and the Contractor shall not be entitled to any compensation for such termination.
- 62. On expiry of or early termination of the Contract, the personnel engaged shall vacate the said premises, without any way causing any damage to the said premises and the property therein.
- 63. In case of any dispute or difference between the parties under this Contract, the same shall be referred to the arbitration of the Chief General Manager/ Officer in Charge, NABARD Uttar Pradesh Regional Office or of the person nominated by him and his decision shall be final and binding on the parties.
- 64. The above list of duties is only indicative in nature. The personnel deployed by the Contractor should perform any other duties assigned by Bank's authorised officials from time to time as per requirement.
- 65. <u>Termination of agreement:</u> "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

- 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
- the contractor commits a breach of any terms and conditions of this agreement and/or
- 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
- for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
- 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.
- 66. 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.
- 67. In case the Contractor desires to terminate the Contract, he may do so by giving the Bank  $\underline{a}$  notice period of three months.
- 68. On site storage space will be provided to the Contractor subject to availability. NABARD will not be responsible for Contractor's materials.
- 69. 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.
- 70. 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.
- 71. 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.
- 72. **Validity of Offer:** 90 days from the date of opening of the price bid.
- 73. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper as per the prevailing rates in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which bidders EMD, if any, may stand forfeited.
- 74. Additional Terms and Conditions, Special conditions, Safety conditions as stated in attached sheets.
- 75. Arbitration In the event of any difference or dispute in connection with the agreement over the right of obligations of the parties, the decision of the Chief General Manager, NABARD UP RO, 11, Vipin Khand, Lucknow 226010 shall be final and binding upon the parties. The place of arbitration shall be Lucknow. The Indian laws shall be applicable to the arbitration.

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

Signature of the Tenderer:

Name and Seal:

Place: Address: Date:

#### Annexure- V

#### SPECIAL TERMS AND CONDITIONS

- 1. The Personnel deployed for Management and Housekeeping (including Catering) services at VOF shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation as per Workmen Compensation Act 1923 Act, etc.
- 2. Police verification of employees deployed at VOF of NABARD UP RO need to be done by bidder and to be submitted to NABARD Uttar Pradesh RO, Lucknow.
- 3. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of NABARD Uttar Pradesh RO, Lucknow on monthly basis. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking regarding payment of wages as per rules and laws in force.
- 4. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with NABARD Uttar Pradesh RO, Lucknow. Contractor and its staff shall take proper and reasonable precautions to preserve NABARD's property from loss, destruction, waste or misuse.
- 5. The contractor shall do and perform all such Management and Housekeeping (including Catering) services for VOF related acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which NABARD Uttar Pradesh RO, Lucknow may issue from time to time and which have been mutually agreed upon between the two parties.
- 6. The contractor shall be responsible to safeguard all property and equipment of NABARD Uttar Pradesh RO, Lucknow entrusted to it.
- 7. The personnel engaged have to be courteous with pleasant mannerism in dealing with the Staff/ Attendants and should project an image of utmost discipline. NABARD Uttar Pradesh RO, Lucknow shall have right to have any person moved in case of staff complaints or as decided by representative of NABARD Uttar Pradesh RO, Lucknow if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
- 8. Contractor / successful bidder shall ensure that no person involved in any litigation against any of the offices of NABARD, shall be deployed for duties under any circumstances.

#### A. Special conditions of the contract.

- The successful tenderer will accept full and exclusive responsibility for wages. PF bonus, medical, leave, etc and any other obligation referred to under the law now and hereafter imposed by State or Central Government or local bodies for the persons(s) deployed by the successful tenderer.
- The Party shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract. The contract value quoted by the Party is inclusive of Employer's share of ESI & EPF contributions and no separate charges shall be payable by us on this account. Monthly payment will be done on production of proof of payment towards ESI & EPF(counterfoils) & other documents such as registration number, photo card etc. As per requirements of Contract Labour (Regulation & Abolition) Act 1970, the payment of wages to the employees to be made by the contractor will be checked by an official of NABARD UP RO who will check the payment register monthly or seek bank statements.
- The tenderer should ensure payments to the laborers as per latest minimum wages act and also payment to be disbursed to the contract labour and supervisor by NEFT/RTGS in their bank accounts representative on or before 7<sup>th</sup> of every month.
- Bank will have no liability whatsoever concerning the persons deployed by the tenderer for

the purpose.

- If applicable, the successful tenderer shall obtain the necessary labour license from the Licensing Authority under the Contract labour (R&A) Act and Contract Rules framed there under and produce the same to the authorized representative of bank whenever asked to do so.
- It shall be entirely, the responsibility of the successful tenderer to ensure that no unlawful act is done by his person(s) while on duty. A police verification of the deployed persons must be carried out.
- In case of loss of the Bank's property due to the negligence of carelessness of the person(s) deployed by the successful tenderer he will be responsible and shall make good the same.
- The successful tenderer shall be solely responsible for settling / resolving any dispute/ claim of his / her personnel during the contract. No liability shall accrue to the bank under the circumstances during / after expiry of the contract.
- The contractor shall indemnify bank against any payments to be made under and for observance of the above mentioned various laws and rules. In the event of there being any increase of workmen's compensation under any law or any additional payment or new liability under the labour laws being imposed on the contractor at any time, the additional expenditure incurred by the contractor shall be borne by the bank.
- The contractor shall not subcontract the whole or any part of this contract to another person/ vendor.
- All works shall be carried out in accordance with the provision of the statutory acts and laws and Bureau of Indian Standards local laws and by-laws as amended up-to-date.
- The staff deployed should be available 3 days prior to commencement of the contract to ensure smooth handing over / taking over from the existing contractor.
- The tenderer shall employ the required number of workers and keep the attendance record properly so that same can be inspected by the competent authority.
- Mobile phone number of the persons deputed on site may be intimated to us.
- The tenderer shall observe all the necessary safety precautions for the safety of the labour and the employees of the NABARD UP RO during execution of works. The tenderer would be responsible for the safety of persons employed by the Party as also the safety of employees of the NABARD UP RO Office premises and staff quarters at La Place
- The tenderer shall take all precautions to avoid accident and causes of accident. The Party must be careful regarding safety during working of the tenderer's worker in the premises/
- NABARD UP RO shall not bear any responsibility in case of any accident to the tenderer's worker in the premises/colony due to no fault of work working but merely due to negligence of the tenderer's worker or lack of safety provided to them by The Contractor.
- All the workmen deployed under the contract should have valid Identity Card issued by the Agency and should be in proper uniform having Agency/Firm/ Company's Name & Logo, embossed/embroidered onit
- The appointed contractor is required to generate End of the Day (EoD) reports on status of works, labour deployed, etc. to the concerned officer of the Bank.
- Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
- Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular work 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 will be as under Penalty Clause:
- The minimum nos. of labour and their duty hours and details of working days are mentioned in the respective Bill of Quantities. The same should be strictly followed.

- The responsibility of engaging and maintaining sanctioned strength of personnel for Management and Housekeeping (including Catering) services for VOF lies with the Contractor in view of timely attention and completion of the routine works within the given time frame.
- 9. **Penalty Clause:** In case of absence of workers/delay in work (specified in the BOQ), the amount will be deducted as below.
- a. If the contractor fails to deploy the number of manpower as required under the agreement / tender and such absence of manpower in each category of workmen exceeds 15% or more of total man days in a month, then a penalty of Rs. 550.00 per day shall be imposed on the contractor for all absent days including 15% of the absences during the month. The amount of penalty shall be adjusted from the amount payable to the contractor and shall not be deducted by the contractor from the wages payable to the workmen.
- b. The contractor will ensure that the persons deployed by them are dressed in neat and clean uniform, failing which invites a penalty of Rs.500/- on each occasions and habitual offenders in this regard shall be liable to be replaced the by the contractor. The penalty on this account shall be deducted from the Contractor's bills.
- c. Contractor will maintain a proper record indicating reasons for not attending to any particular complaint within time schedule. For unreasonable delays in completion of works, a penalty of Rs.200/- (Rupees two hundred only) per complaint per day of delay shall be charged).
- d. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, NABARD UP RO, Lucknow reserves the right to impose the penalty as detailed below:-

i) 5% of cost of order/agreement per week, upto four weeks' delays. ii) After four weeks delay CGM/OIC NABARD reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s).

The difference in the cost, if any will be recovered from the defaulter contractor and also shall be black listed for a period of 7 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

- e. The personnel engaged have to be courteous with pleasant mannerism in dealing with the Staff/Trainees/Visitors and should project an image of utmost discipline. The NABARD UP RO, Lucknow shall have the right to have any person removed in case of patient/staff complaints or as decided by representative of the NABARD UP RO, Lucknow if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
- 10. <u>Additional Penalty:</u> If the contractor continues to fail to engage sufficient workers and does not show sufficient progress in attending to the works, NABARD may, after issuing written notices, levy additional penalty at its discretion, which will be recovered from the Contractor's bill.
- 11. In case of emergency work, no extra payment for working in odd hour will be made.
- 12. The property will be handed over to the Contractor on 'as is where is' basis and the contractor shall be required to carry out pending works at his cost and continue to ensure proper service to a reasonably satisfactory level.
- 13. NABARD reserves the right to change scope of work or the number of labours during the contract period.
- 14. The Contractor may be required to work at other sites of NABARD or its subsidiaries or training areas on proportionate basis payment of current approved amount.

#### **Special Instructions:**

- 1. The contractor will provide sufficient manpower to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank. In case of emergency the contractor shall be required to post additional staff without any extra cost to the Bank.
- 2. The deployment of manpower and their timing may be flexible and could be changed/increased depending upon the quantum of work and requirement of Bank.
- 3. The contractor will provide necessary substitutes in case of absentees.
- 4. Quantities indicated in the Financial Bid may vary to the extent or may be deleted without any notice and as such the rates quoted should be workable and should include all overheads, profits, taxes as applicable and all other incidental charges.

#### DECLARATION BY THE CONTRACTOR

We / I have read and understood the special terms and conditions for AMC of Management and Housekeeping (including Catering) services for VOF in Staff Quarters at La Place, Hazratganj and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

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

| Signature of the Tenderer : |  |
|-----------------------------|--|
| Name and Seal:              |  |
| Place: Date: Address:       |  |

#### SAFETY CONDITIONS OF THE CONTRACT

Smoking and chewing pan are prohibited in the premises of bank. As part of the contract, the contractor must satisfy the undermentioned safety requirements and must ensure at all the time that these are followed without any deviation.

#### SAFETY CODE

- The contractor shall be responsible for all injury to persons, and for all structural and decorative damage to property which may arise from the operation or neglect of contractor or their staff or damages arising from carelessness, accident or any other cause whatsoever in any way connected with carrying out of the contractor. The contractor shall indemnify the Bank and hold it harmless in respect of all and any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.
- The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilised dressings and cotton wool.
- An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
- 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. Any lapse in this regard will be viewed seriously.
- A penalty of Rs. 1,000.00 shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of Rs. 2,000.00 shall be levied if violation is repeated.
- 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.
- 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.
- The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages compensation, cost charges and expenses arising or accruing from or in respect of any such claim or damages from any or all sums due or to become due to the contractor.

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

We / I have read and understood the Safety code for the Management and Housekeeping (including Catering) services for VOF at La Place, Hazratganj 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:                              |    |
| Address:                           |    |
| Signature of the tenderer with sea | al |

# Appendix-I

## Format-Covering Letter by the Tenderer for Submission of BID

| (To be submitted in Tenderer's own Letter head)  |
|--|
| No   |
| Date:  |
| То   |
| The Chief General Manager /Officer in Charge National Bank for Agriculture and Rural Development (NABARD) Uttar Pradesh Regional Office  |
| 11, Vipin Khand, Gomtinagar,   |
| Lucknow, Uttar Pradesh -226010.  |
| Dear Sir,  |
| Submission of BID under Annual Maintenance Contract for Management and Housekeeping (including Catering) services for VOF at B 703, La Place, Hazratganj of NABARD Regional Office, 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh - 226010 for the period 01.04.2024 to 31.03.2026   |
| With reference to NABARD, UP RO's Tender Notice dated 18.12.2023,  |
| I/ We offer our services for Annual Maintenance Contract for <b>Management and Housekeeping</b> (including Catering) services for VOF at B-703, La Place, Hazratganj of NABARD Uttar Pradesh Regional Office for the period 01.04.2024 to 31.03.2026.  |
| I/We understand that NABARD reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor.  |
| I/We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of price bid of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the earnest money valid during the entire period of validity of tender. |
| All the desired information in the prescribed format i.e. format of technical bid, price bid documents and certificates as required by NABARD, are enclosed herewith for NABARD's perusal.   |
| Thanking NABARD  |
| Yours faithfully,  |
| (Signature of Authorized person on behalf of the Firm / Agency / Tenderer)   |
| (Tenderer's Seal)  |

#### Appendix- II Letter of Undertaking from the Tenderer

The Chief General Manager
National Bank for Agriculture and Rural Development (NABARD)
Uttar Pradesh Regional Office
NABARD Regional Office,
11, Vipin Khand, Gomtinagar,
Lucknow, Uttar Pradesh -226010.

Dear Sir,

Annual Maintenance Contract for Management and Housekeeping (including Catering) Services for VOF at B 703, La Place of NABARD Uttar Pradesh Regional Office for the period 01.04.2024 to 31.03.2026 (subject to annual review of quality of service and if found satisfactory)

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 going through the tender document published by NABARD, UP RO

I/We have visited the Visiting Officers' Flats (VOF) at B-703, Laplace Staff Quarters, Hazratganj of NABARD UP Regional Office, Lucknow and familiarized/examined the Scope of Work specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.

I / We hereby 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 Bill of Quantities in all respects as per the Specifications and Scope of Workdescribed in the Tender Document and the Annexures containing Terms and Conditions.

I/We agree to deposit all taxes, levies, Cess 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. The rates will be exclusive of all taxes (The payment shall be subject to TDS and taxes as applicable at the time of payment) and valid for the currency of the contract. Even if the contracts are extended, the rates will not be changed by us.

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.

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

 $I/We \ further \ agree \ to \ pay \ the \ personnel \ deployed \ in \ NABARD \ premises, \ their \ wages \ in \ accordance$ 

with the relevant Minimum Wages Act, on a monthly basis. I/We shall also make PF contribution,

ESI contribution and or any other statutory contribution in respect of the personnel deployed by

them in NABARD

I/We hereby certify that all the statements made and information supplied in the tender document

and accompanying statements are true and correct.

Should this Tender be accepted, I /We hereby agree to abide by and fulfil all the Terms and

Conditions and Provisions of the Contract Document.

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

(Name and signature of the tenderer)

Place: Date:

35

#### Appendix-III PROFORMA FOR ELECTRONIC PAYMENT

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

| 1  | Name of the account holder (As appearing in the Bank account) |  |
|----|---|--|
| 2  | Address of the Account Holder                                 |  |
| 3  | Name of the Bank  |  |
| 4  | Name of the Branch  |  |
| 5  | Account number  |  |
| 6  | RTGS/ NEFT/ IFS Code  |  |
| 7  | Type of account (Savings, current, etc.)                      |  |
| 8  | PAN Number  |  |
| 9  | GSTIN Number  |  |
| 10 | Email id  |  |
| 11 | Contact Number  |  |

### Signature

#### Please attach

- (1) a photocopy of one cancelled cheque leaf of the above Bank account
- (2) Copy of PAN card
- (3) Allotment letter / registration letter under GSTIN.

# **Appendix-IV**

## **DEED OF INDEMNITY**

(To be executed on a non-judicial stamp paper of Rs.500/- by Successful Tenderer only)

| This Deed of Indea | nnity is made an     | d executed at L   | ucknow on t   | hisday of       | 2024 by       |
|--------------------|----------------------|-------------------|---------------|-----------------|---------------|
| M/S                | •••••                | a                 | Company       | incorporated    | under the     |
| Companies Ac       | t, 1956,             | having            | its           | registere       | d office      |
| at                 |                      | , repres          | ented herein  | by its Authoriz | ed Signatory  |
| Shri/Smt           | ••••••               | Designation       |               | (herei          | nafter        |
| referred to as "Se | rvice Provider"),    | which expressi    | on shall, un  | less it be repu | gnant to the  |
| meaning and conte  | ext thereof, include | de its successors | s, authorized | agents, represe | entatives and |
| permitted assigns. |                      |                   |               |                 |               |

In favor of

NABARD for Agriculture & Rural Development, a Body Corporate established under the Act of Parliament i.e., 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") and Uttar Pradesh Regional Office at 11, Vipin, which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns.

**WHEREAS** the Service Provider has agreed with NABARD to successfully implement conforming to all the specifications as per the scope of work mentioned in the Tender dated (hereinafter referred to as "Tender" No.) which expression shall include all attachments and annexures thereto as well as all amendments, modifications and alteration and the Terms and Conditions agreed as per Agreement dated (hereinafter referred to as "Agreement").

AND WHEREAS pursuant to the Agreement, the Service Provider is required to execute a Deed of Indemnity in favour of NABARD to indemnify it against any acts, omissions, losses, charges, claims etc. and which the Service Provider has agreed to do.

## NOW THIS DEED WITNESSETH AS UNDER:

- 1. The Service Provider hereby executes and furnishes to NABARD this Deed of Indemnity, which is an unlimited, irrevocable and continuing indemnity, and shall remain in full force and effect.
- 2. The Service Provider hereby undertakes to indemnify NABARD as per the Terms and Conditions of the Agreement which are as follows:
- (a) The Service Provider shall execute and furnish to NABARD a Deed of Indemnity, indemnifying NABARD from and against any costs, loss, damages, expense, claims whether on account of patents, trademarks, copyrights issues or otherwise including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and

after the Agreement period arising out of:

- (1) Any negligence or wrongful act or omission by the Service Provider, the Service Provider's team or any third party in connection with or incidental to this Agreement; or
- (i) Any breach of any of the terms of the Bid as agreed, the Tender and the Agreement by the Service Provider, the Service Provider's Team or any third party.
- (iii) The indemnity shall be to the extent of 100% in favour of NABARD.
- (v) Notwithstanding the above, Service Provider shall have no obligations with respect to any indemnity claims to the extent that the indemnity claim arises or results from:
- (y) Service Provider's compliance with NABARD's specific technical designs or instructions;
- (vi) Inclusion in a Service of any content or other materials provided by NABARD;
- (vii) Modification of a Service after delivery by Service Provider to NABARD if such modification was not made by or on behalf of the Service Provider, provided the modification is not in accordance with any applicable specifications or documentation provided by or on behalf of the Service Provider;
- (viii) Operation or use of some or all of the Service in combination with products, information, specification, instructions, data, materials not provided by or on behalf of the Service Provider, provided the modification is not in accordance with any applicable specifications or documentation provided by or on behalf of the Service Provider; or
- (x) Use of the Services for any purposes for which the same has not been designed or developed or other than in accordance with any applicable specifications or documentation provided by or on behalf of the Service Provider; or
- (x) NABARD's failure to use any modification of the Service furnished under this Agreement and communicated in writing in accordance with the requirements of clause 'Notices' including, but not limited to, corrections, fixes, or enhancements made available by the Service Provider.
- (xi) Service Provider will defend, indemnify and hold harmless NABARD from and against any third party suit, proceedings damages, judgments, cost and expenses (including reasonable attorney fees) relating to any infringement claim by a third party to the extent based on any NABARD materials provided to Service Provider by or on behalf of NABARD or the access and use by Service Provider of any NABARD provided software or material.
- (xii) Provided that the provision by NABARD and the access and use by the Service Provider is in connection with Service Provider's performance of services hereunder and without breaching the terms of this Agreement.
- (xiii) The Service Provider shall procure all the necessary permissions, approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep NABARD indemnified in relation thereto.

- (xiv) The Service Provider owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of its services under this Agreement and regarding the same the Service Provider does not, so far as the Service Provider is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Service Provider is aware, none of the Intellectual Property Rights, owned or enjoyed by the Service Provider or which the Service Provider is licensed to use, which are material in the context of Service Provider's business and operations for the performance of this Agreement are being infringed nor, so far as the Service Provider is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Service Provider by any person. All Intellectual Property Rights (owned by the Service Provider or which the Service Provider is licensed to use) required by the Service Provider for the performance of this Agreement are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep NABARD indemnified in relation thereto.
- (xv) During the tenure of the Agreement, nothing shall be done by the Service Provider in contravention of any law, Acts, or rules and regulations there under, or any amendments thereof and shall keep NABARD, indemnified in this regard.
  - 3. The Service Provider hereby undertakes that it shall forthwith on demand and without demur pay to NABARD such sum or sums that is 100% in favour of NABARD as may be claimed by NABARD as losses, damages, costs, charges or expenses by reason of such above mentioned default/ defaults on the Service Provider's part.
  - 4. Notwithstanding anything to the contrary in these presents or in the Agreement, NABARD's decision as to whether the Service Provider has made any default/ defaults or the amounts to which NABARD is entitled by reason thereof will be binding on the Service Provider for the purpose of this Indemnity and the Service Provider shall not be entitled to ask NABARD to establish its claims under this Indemnity but will pay the same, on demand, without any objection, provided always, the mutual rights under the Agreement shall not in any way be prejudiced by reason of such demand by NABARD and payment by the Service Provider under this Indemnity and the claims under the Agreement which shall be settled in accordance with the Agreement without prejudice to NABARD's rights to demand immediately under this Indemnity and the Service Provider's liability to pay the same.
  - 5. This Deed of Indemnity shall be valid for the Agreement Period and renewable thereof whenever a claim as per this Deed of Indemnity arises.
  - 6. NABARD will have the fullest liberty from time to time to enforce or forbear to enforce any of the terms & conditions of the Agreement and the Service Provider shall not be released from its liability under this Deed of Indemnity by the exercise of NABARD's liberty with reference to the matters aforesaid or by reason of any time being given to the Service Provider or any forbearance, act or omission on NABARD's part or any indulgence by NABARD to the Service Provider or by any variations or modifications of the Agreement or any other act, matter or thing whatsoever on NABARD's part.

7. This Indemnity and the powers and provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee ,indemnities hereto before, given to NABARD by the Service Provider and this Indemnity does not revoke or limit such indemnities or guarantee.

IN WITNESS WHEREOF, the Service Provider has caused this Deed of Indemnity to be duly executed as of the day, month and year first written above.

| executed as of the day, month and year first written above. |                        |
|---|------------------------|
| Signed and delivered by within named: M/S                   | (SERVICE PROVIDER) By: |
| Name:   |                        |
| Title:  |                        |
| Date:   |                        |
| In the presence of  |                        |
| 1.  |                        |
|   |                        |

2.

# **Appendix-V**

#### RECIPROCAL NON-DISCLOSURE AGREEMENT

(To be executed on a non-judicial stamp paper of Rs. 200/- by Successful Tenderer only)

This Agreement ("Agreement") is entered into on this .......... day of ............ 2024 between:

NABARD for Agriculture & Rural Development, a Body Corporate established under the Act of Parliamanet i.e., National Bank For Agriculture And Rural Development Act, 1981HAving its Head Office at C-24, G - Block, Bandra Kurla Complex, Bandra (East) Mumbai-400051 and Regional office at 11, Vipin Khand, Gomti Nagar, Uttar Pradesh, represented herein by its Authorised Signatory, Shri/Smt.................................. Deputy General Manager, Department of Premises, Security and Procurement, UPRO Lucknow (hereinafter referred to as "NABARD"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns of the one part.

|   | AND            |             |                    |              |        |
|---|----------------|-------------|--------------------|--------------|--------|
| M/s   | having         | its         | registered         | office       | at     |
|   | , rep          | resented l  | nerein by its Auth | norised Sign | atory  |
| Shri/Smt, Desi  | gnation        | •••••       | (hereinaf          | ter referred | to as  |
| "Service Provider"), which expression sha               | ill, unless it | be repugi   | nant to the mear   | ning and co  | ntext  |
| thereof, include its successors, authorized other part. | d agents, rep  | oresentativ | ves and permitte   | ed assigns o | of the |

Hereafter referred to individually as a "**Party**" and collectively as the "**Parties**". For purposes of this Agreement, the party receiving Confidential Information (as defined herein below), shall be referred to as the "**Receiving Party**" and the party providing the Confidential Information shall be referred to as the "**Disclosing Party**".

**WHEREAS,** is *inter alia* engaged in the business of provision of various information technology services, consultancy and outsourcing services worldwide.

AND WHERAS, NABARD is engaged in the activities as provided under the NABARD Act, 1981

To facilitate such items of work, certain Confidential Information (as defined below) will be required to be shared between the Parties.

**AND WHEREAS**, The parties wish to protect any such Confidential Information in accordance with the terms and conditions of this agreement (the "Agreement").

**NOW, THEREFORE**, in consideration of receipt of Confidential Information it is agreed as follows:

#### A. Definition of "Confidential Information"

"Confidential Information" means any information disclosed to, received by, otherwise accessed by or coming to the knowledge of any Party to this Agreement that:

i. by its character or nature or by the circumstances in which it is disclosed/received/assessed/or it came to knowledge, such that a reasonable person under like circumstances

would treat it as confidential; or

- ii. Is designated by the disclosing party as confidential or identified in terms connoting its confidentiality; or
- iii. The disclosing party considers confidential.

and includes but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): discoveries; concepts; software in various stages of development; designs; drawings; specifications; techniques; models; data; source code; object code; documentation; processes; procedures; know-how; marketing techniques and materials; marketing and development plans; customer names and other information related to customers, price lists, pricing policies and financial information;

Confidential Information also includes information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

## B. Information not categorized as "Confidential Information"

The obligation imposed, under this Agreement, on Receiving Party shall not apply to information which:

- (a) Receiving Party can demonstrate by prior existing records, was within Receiving Party's legitimate possession prior to the time of disclosure;
- (b) was within the public domain prior to disclosure, or comes into the public domain through no wrongful act, fault, negligence or breach of this Agreement on the part of the Receiving Party;
- (c) is independently developed by the Receiving Party without reference to or reliance upon Confidential Information of the Disclosing Party;
- (d) Is or becomes lawfully available to Receiving Party on a non-confidential basis from an independent source who is free to divulge such information.

## C. Restriction on Disclosure

Except as otherwise expressly permitted under this Agreement, Receiving party shall not:

- (a) disclose, duplicate, copy, transmit or otherwise disseminate in any manner whatsoever any Confidential Information of the Disclosing Party;
- (b) use the Confidential Information of the Disclosing Party (i) for Receiving Party's own benefit or that of any third party, (ii) to the Disclosing Party's detriment, or (iii) for any purpose other than for achieving the Purpose
- (c) commercially exploit any Confidential Information of the Disclosing Party;
- (d) acquire any right in, or assert any lien against, the Confidential Information of the Disclosing Party; or
- (e) Refuse for any reason to promptly return all Confidential Information of the Disclosing Party if requested to do so.

#### D. Permitted Disclosures

Receiving party is permitted to:

(a) disclose relevant aspects of the Disclosing Party's Confidential Information to the

Receiving Party's directors, officers, employees, consultants, attorneys and auditors solely to the extent necessary for achieving the Purpose; provided, that

- before disclosing any Confidential Information of the Disclosing Party, all persons
  or entities receiving Confidential Information shall be bound by obligations of
  confidentiality towards the Receiving Party consistent with the terms of this
  Agreement
- The Receiving Party shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the persons or entities receiving Confidential Information to the satisfaction of the Disclosing Party.
- All such Confidential Information shall be labelled as confidential.
- a. Disclose relevant aspects of the Disclosing Party's Confidential Information if legally compelled or required to disclose any Confidential Information of the Disclosing Party in connection with any legal or regulatory proceedings. In such case, the Receiving Party will immediately notify the Disclosing Party so as to allow the Disclosing Party a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure or waive compliance with the terms of this Agreement.
- b. Disclose relevant aspects of the Disclosing Party's Confidential Information with the prior written consent of the Disclosing Party.

## E. Effects of Unauthorized Disclosure

- (a) The Receiving Party will be liable for the acts and omissions of, and any unauthorized disclosure or use of Confidential Information by, any person or entity that received Confidential Information from or through the Receiving Party.
- (b) Each Party acknowledges and agrees that the misappropriation or misuse of Confidential Information of the other Party will result in irreparable and continuing damage to the other Party for which there may be no adequate remedy at law, and in the event of such a breach, the other Party shall be entitled to legal as well as equitable relief, as appropriate, including but not limited to an injunction, in addition to any monetary relief.
- (c) The Receiving Party will promptly report to the Disclosing Party any disclosures of Confidential Information otherwise than as permitted by this Agreement and any breaches in security that may affect the Disclosing Party or its Confidential Information of which it is aware and will specify the corrective action to betaken.

#### F. Return of documents

Upon written demand by the Disclosing Party, the Receiving Party shall:

- a. Return to the Disclosing Party all Confidential Information supplied which the Receiving Party has in his possession or under his control;
- b. Destroy or have destroyed all copies received or made of the Confidential Information; and
- c. Promptly thereafter provide a certificate signed by an officer of the Receiving Party

certifying compliance with the obligations point (a) and (b) above.

#### G. Term

This Agreement shall commence from the date set forth above and expire with the termination or expiration of the AMC Contract, unless earlier terminated in writing by both Parties. The obligations under this Agreement shall survive and continue for a period of 7 years beyond any termination or expiration of this Agreement.

## H. Governing Law and Jurisdiction

2.

This Agreement shall be governed by and construed in accordance with the laws of India. Any and all disputes arising out of or in connection with this Agreement shall be settled by the courts in Lucknow, India.

### I. Miscellaneous

- (a) No failure or delay by the Disclosing party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
- (b) This Agreement shall not be assignable or transferable by either Party without the written consent of the other Party.
- (c) This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the Parties with respect to the subject hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.
- (d) In the event that any of the provisions of this Agreement shall be held by a Court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

**IN WITNESS WHEREOF this** Agreement has been executed by the duly authorized representative of each Party on the day and year first above written.

## Part II

# PRICE BID / Bill of Quantities

#### NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Annual Maintenance Contract for Management and Housekeeping (including Catering) services for VoF (at B-703, Laplace, Hazratganj) of NABARD Uttar Pradesh Regional Office, 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh - 226010 for the period 01.04.2024 to 31.03.2026 (subject to annual review of quality of service and if found satisfactory)

- Description of Property: Visiting Officers' Flats (VOF) at B-703, Laplace, Hazratganj
- Total requirement of Employees: The successful contractor may deploy two persons (one person skilled in cooking and one cleaner cum helper) for maintenance of VoF (for all days in a month with suitable arrangement for relievers)
- Rates to be quoted based on the Scope of Work and specification/description of items as well as terms and conditions contained in the Tender Document.
- Wages to be quoted as per the rates published by Ministry of Labour and Employment, Government of India

#### Part A

|     | Regular Workers   | 6                      |                               |  |
|-----|---|------------------------|-------------------------------|--|
| Sl. |   | Rates / Percentage     |                               |  |
| No. | Particulars   | Cook (Semi<br>Skilled) | Helper/Cleaner<br>(Unskilled) |  |
| A   | Basic Wages plus VDA per day as per Chief<br>Labor Commissioner (Central), GOI minimum<br>wage order/corrigendum notification issued<br>from time to time | 832.00                 | 751.00                        |  |
| В   | No. of Days (26 Working days + 04 holidays)   | 30                     | 30                            |  |
| C   | Basic Wage + VDA for one month (A x B)  | 24960.00               | 22530.00                      |  |
| D   | EPF @ 13% on 'C' or on Rs. 15000/- whichever is less  | 1950.00                | 1950.00                       |  |
| E   | ESI @ 3.25% to be paid for employees with wages upto Rs. 21,000/-   | 0.00                   | 0.00                          |  |
| F   | Total monthly cost of one person (C+D+E)  | 26910.00               | 24480.00                      |  |
| G   | Total Monthly Cost of 02 Regular Workers  | 51390.00               |                               |  |
|     |   |                        | _                             |  |
|     | Reliever Worker Char  | rges                   |                               |  |
| Н   | Basic Wages plus VDA per day for 05 days (1/6 <sup>th</sup> of monthly wages) as per Chief Labor  |                        | 4080                          |  |

|        | Commissioner (Central), GOI minimum wage order/corrigendum notification issued from time to time |                |         |
|--------|--|----------------|---------|
| Ι      | EPF @ 13% on 'H' or on Rs. 15000/- whichever is less   | 583.00         | 530.00  |
| J      | ESI @ 3.25% to be paid on 'H' for employees with wages upto Rs. 21,000/-                         | 146.00         | 133.00  |
| K      | Total monthly cost of one person (H+I+J)   | 5214.00        | 4743.00 |
| Ŧ      | Total Marthly Cost of an Dalissons   | 9957.00        |         |
| L      | Total Monthly Cost of 02 Relievers   | 9957•          | 00      |
| M      | Total Monthly Cost of 02 Reflevers  Total Monthly Cost for 02 Regular and 02 Reliever Workers    | 9957·<br>61347 |         |
| M<br>N | Total Monthly Cost for 02 Regular and 02   |                |         |
|        | Total Monthly Cost for 02 Regular and 02<br>Reliever Workers                                     | 61347          | .00     |

CGST/SGST at applicable rates on 'I' above will be paid separately.

The minimum service charges in the procurement of Manpower Outsourcing service may be fixed as 3.85% (3% profit plus transaction charges, which are 0.85% at present). The service charges thus quoted shall be between 3.85% and 07.00%.

# Note 1: - Rates shall be quoted as "Total Cost per Annum".

**Note 2: -** For all calculation, there shall be 30 working days in a month and a year shall comprise of 12 months.

**Note 3:** - No change shall be allowed in this table.

**Note 4: -** Minimum wages, ESI, EPF etc. above shall be paid as per Central Govt. Acts/Notifications including amendments/ modification.

**Note 5:-** EPF is calculated on Basic Wage.

**Note 6**:- Basic Wages plus VDA at Sl. No. A are as per Central Govt. Minimum Wages w.e.f. 01 October 2023 and will be revised as per ammendments in due course

**Note** 7: - Rates quoted would be applicable for the entire period i.e. up to 31 March 2026. However, revision in rates would be considered only if the minimum wages & taxes are revised.

**Note 8:**- The Service Charges quoted above may include premium towards insurance cover for the workers employed, premium towards third-party insurance cover, other incidental administrative costs like provision of uniforms to workers etc. These costs

(or percentage) are to be solely decided by bidder for the purpose of this quotation.

The service charge should be reasonable as per prevailing market rates. The minimum service charges in the procurement of Manpower Outsourcing service may be fixed as 3.85% (3% profit plus transaction charges, which are 0.85% at present). The service charges thus quoted shall be between 3.85% and 07.00%...

**Note 10:-** VDA=Variable Dearness Allowance, ESI= Employee State Insurance, EPF= Employee Provident Fund, EDLI= Employee Deposit Linked Insurance Scheme.

#### **Additional Note:**

The contractor shall be paid per month the minimum wages of the workers deployed plus the Service Charges as a percentage of the minimum wages separately for NABARD UP RO. That percentage will be arrived above will remain firm for the entire duration of the contract.

- 1. The rates will be exclusive of all taxes (The payment shall be subject to TDS and taxes as applicable at the time of payment) and valid for the currency of the contract. Even if the contracts are extended, the rates will not be changed by us except as per the provisions of prevailing law and regulations.
- 2. No escalation or increase in the rates will be given during the Contract period.
- 3. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time.
- 4. The minimum service charges in the procurement of Manpower Outsourcing service may be fixed as 3.85% (3% profit plus transaction charges, which are 0.85% at present). The service charges thus quoted shall be between 3.85% and 07.00%.
- **5.** NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract."
- 6. In case of 2 or more L1/ similar lowest bids, the final selection of bidder is done by GeM through system logic.
- 7. The contractor has to quote for all the items of BOQ. Incomplete BOQ will not be considered.
- **8.** The rates have to be quoted by excluding GST even if the contractor is not registered with GSTIN. The rates will be compared only after comparing rates with taxes while evaluation of the price bids.

- 9. Before deployment of staff, their bio-data/competence shall be verified by the Bank's official in the beginning of AMC as well as on changing the staff/labour.
- 10. The contractor has to submit one bill on monthly basis.
- 11. Deductions will be done in the bill payments as per the applicable penalty clauses in the tender document.
- 12. The contractor will comply with Labour Laws requirements and maintain the muster roll and wage register etc. and produce the same in the NABARD office, if required. The contractor shall submit the necessary information/data to the concerned statutory authorities in the desired format.
- **13.** The working hours as mentioned in price bid includes one hour lunch break for staff/labour.

## I/we declare that:

- a) The rates quoted are as per the conditions mentioned in this tender document.
- **b)** The Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutorylaws.

# Accepted all terms & conditions of price bid

| Place   | : |                             |
|---------|---|-----------------------------|
| Date    | : | (Signature of the Tenderer) |
| Address | : | Name and Seal               |