

मध्य प्रदेश क्षेत्रीय कार्यालय, भोपाल के अधिकारी लाउंज, स्टाफ कैंटीन, वीओएफ़, वीईएफ़ में कैटेरींग सेवाएँ प्रदान करने एवं उसके रखरखाव हेतु 01 अगस्त 2024 से 31 जुलाई 2026 तक वार्षिक रखरखाव अनुबंध के लिए निविदा दस्तावेज़

Tender Document for Annual Maintenance Contract Providing Catering Services at Officers Lounge, Staff Canteen, VOFs, VEF & Maintenance thereof in MPRO , Bhopal for Two Years from 01 August 2024 to 31 July 2026.

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

परिसर, सुरक्षा और अधिप्राप्ति विभाग (डीपीएसपी), मध्य प्रदेश क्षेत्रीय कार्यालय,
ई -5 अरेरा कालोनी, रविशंकर नगर ,भोपाल -462016
ई-मेल – dpsp.bhopal@nabard.org , Telephone: 0755- 2433315

National Bank for Agriculture & Rural Development

Department of Premises, Security and Procurement, Madhya Pradesh
Regional Office
E-5 Arera Colony, Ravishankar Nagar, Bhopal – 462016
E-mail – dpsp.bhopal@nabard.org, Telephone- 0755-2433315

निविदा जारी करने की तिथि Date of issue of tender	21 June 2024 at 1700 hrs
बयाना राशि Earnest Money Deposit	Rs. 0.98 lakh (Rupees Ninety Eight Thousand only)
प्री-टेंडर मीटिंग Pre-tender Meeting	27 June 2024 at 1600 hrs
ई-निविदा को जमा करने के लिए अंतिम तिथि और समय Last date and time for submission of e-tender	08 July 2024, 1500 hrs
तकनीकी बिड निविदा खोलने की तिथि और समय Date and time of opening of tender bids	Technical Bid : 08 July 2024 at 15:30 hrs PRICE BID : TO BE DECIDED LATER
ई - निविदा डालने का वेब साइट Website for submission of e-tender	https://gem.gov.in
ई – निविदा प्रक्रिया के लिए संपर्क व्यक्ति Contact person for e-tendering	Shailendra Padiyar Land line No. 0755 2433315 Mobile No : 8267067066

निविदा आमंत्रण सूचना

Notice Inviting Tender

राबैं.म प्र.क्षेका/ /डीपीएसपी- /केटरिंगनिविदा/एनबीवी/2024-25 Dated

सभी बोलीकर्ता

महोदया / प्रिय महोदय,

मध्य प्रदेश क्षेत्रीय कार्यालय, भोपाल के अधिकारी लाउंज, स्टाफ कैंटीन, वीओएफ़, वीईएफ़ में कैटेरींग सेवाएँ प्रदान करने एवं उसके रखरखाव हेतु अनुबंध लिए करार हेतु निविदा आमंत्रण सूचना

1. **मध्य प्रदेश क्षेत्रीय कार्यालय, भोपाल के अधिकारी लाउंज, स्टाफ कैंटीन, वीओएफ़, वीईएफ़ में कैटेरींग सेवाएँ प्रदान करने एवं उसके रखरखाव हेतु 01 अगस्त 2024 से 31 जुलाई 2024 तक 02 वर्षों की अवधि के लिए प्रति वर्ष ₹ 24.50 लाख की अनुमानित लागत पर, नाबार्ड एक प्रतिष्ठित एजेंसी के साथ करार निष्पादित करना चाहता है। न्यूनतम मजदूरी और वैधानिक वेतन घटकों के अलावा, राशि दो साल तक समान रहेगी।**

2. अनुरोध है कि आप दोहरी बोली प्रणाली के अंतर्गत सरकारी ई- मार्केटप्लेस (जेईएम) में इस निविदा दस्तावेज़ में दिये गए विस्तृत विवरण और अन्य अपेक्षाओं के अनुसार उपर्युक्त संविदा के लिए अपना प्रस्ताव प्रस्तुत करें। निविदा दस्तावेज़ नाबार्ड की वेबसाइट <https://www.nabard.org> और जेईएम पोर्टल से डाउनलोड किया जा सकता है।

3. **बोली-पूर्व बैठक** का आयोजन 27 जून 2024 को अपराह्न 16:00 बजे नाबार्ड, मध्य प्रदेश क्षेत्रीय कार्यालय, अरेरा कालोनी, भोपाल 462016 में किया जाएगा। बोली- पूर्व बैठक में भाग लेने हेतु पात्र होने के लिए बोलीकर्ता स्थान का सर्वेक्षण कर ले और समग्र रूप से कार्य/सेवा की साध्यता के संबंध में स्वयं संतुष्ट हो जाए। बोली-पूर्व बैठक में मांगे जाने वाले किसी भी प्रकार के स्पष्टीकरण के संबंध में बैठक से कम-से-कम 01 कार्यदिवस पहले लिखित में ई-मेल (dpsp.bhopal@nabard.org) से हमें सूचित करें। बोली-पूर्व बैठक में दिए गए सभी स्पष्टीकरण निविदा का हिस्सा होंगे।

All Bidders

Madam/Dear Sir,

Notice Inviting Tender for Annual Maintenance Contract for Providing Catering Services at Officers Lounge, Staff Canteen, VOFs, VEF & Maintenance in MP RO Premises

1. NABARD intends to enter into contract with a reputed agency for **Annual Maintenance Contract for Providing Catering Services at Officers Lounge, Staff Canteen, VOFs, VEF & Maintenance in MP RO Premises** for a period of 24 months w.e.f from **01 August 2024 to 31 July 2026** at an estimated cost of **₹. 24.50 lakh per annum.**

2. You are requested to submit your offer through **Government - e - Marketplace (www.GeM.gov.in)** in **Two Bid System** for the aforesaid contract as per the detailed specifications and other requirements as mentioned in this tender document. The tender document will be available for download at <https://www.nabard.org> and in GeM Portal.

3. The **Pre-Bid meeting** will be held on **27 June 2024 at 16:00 hrs** at NABARD Madhya Pradesh Regional Office, E-5, Arera Colony, Bittan Market, Bhopal 462 016. The bidder should conduct a site survey and satisfy himself about the overall feasibility of the work/service. **Any clarifications being sought in the pre-bid meeting should be submitted in writing at least 01 working day prior to the date of pre- bid meeting by email to dpsp.bhopal@nabard.org.** All the clarifications of the pre-bid meeting will be part of tender.

<p>4. जीईम पोर्टल के माध्यम से प्रस्तुत निविदाएँ ही स्वीकार की जाएगी। निर्धारित तिथि के पश्चात प्राप्त निविदाओं अथवा फ़ैक्स/ ईमेल/डाक से प्राप्त निविदाओं को स्वीकार नहीं किया जाएगा और उन्हें नकार दिया जाएगा। साथ ही, जिनकी निविदा निर्धारित प्रक्रिया के अनुसार नहीं पाई जाती है, उन बोलिकर्ताओं की निविदाएँ नकार दी जाएगी।</p> <p>5. निविदा की तकनीकी बोली (भाग -1) दिनांक 08 जुलाई 2024 को अपरान्ह 15:30 बजे अथवा उसके बाद, नाबार्ड की सुविधा और जेईम के नियमों के अनुसार नाबार्ड, मध्य प्रदेश क्षेत्रीय कार्यालय, भोपाल 462016 में खोली जाएगी।</p> <p>6. तकनीकी मूल्यांकन में अहर्ता- प्राप्त बोली-कर्ताओं की मूल्य बोली (भाग -II) अलग से खोली जाएगी, जिसकी तिथि जीईम पोर्टल के माध्यम से सूचित की जाएगी। इस निविदा दस्तावेज़ के नियमों और जीईम के नियमों में विवाद होने की स्थिति में, इस दस्तावेज़ को प्राथमिकता दी जाएगी।</p> <p>7. तकनीकी बोली, मूल्य बोली, कार्य की परिधि अपेक्षित सेवाओं, सफल बोली कर्ताओं के चयन आदि के संबंध में अनुदेशों का विवरण इस निविदा के शर्तों और निबंधनों और निविदा के अन्य हिस्सों में दिया गया है।</p> <p>8. बयाना राशि के रूप में ₹.0.98 लाख की राशि एनईफटी के माध्यम से निम्नलिखित खाते में जमा की जाए। बयाना राशि के बिना निविदा को नकार दिया जाएगा। आदाता का नाम : NABARD चालू खाता सं : NABADMN04 बैंक का नाम : NABARD, Mumbai आईएफ़एससी : NBRD0000002 EMD</p> <p>9. यह बोली, बोली खोलने की तिथि से 03 महीने तक और जीईम के मानदंडों के अनुसार वैध और स्वीकार करने के लिए मान्य मानी जाएगी।</p> <p>10. निविदा में विनिर्दिष्ट शर्तों और निबंधनों की सहमति के रूप में, प्रस्ताव के सभी दस्तावेज़ और निविदा के सभी पृष्ठों पर बोलीकर्ता हस्ताक्षर करें और अपनी मुहर</p>	<p>4. Tenders submitted through GeM portal only will be accepted. Tender received late or received through fax/email/post will not be accepted and shall be rejected summarily. The tenders of the bidders whose tender is not in accordance with the prescribed manner shall also be rejected.</p> <p>5. Technical Bid (Part- I) of Tender will be opened at NABARD Regional Office, E 5 Arera Colony, Bittan Market, Bhopal 462 016 08th July 2024 at 15:30 hrs or later as per convenience of NABARD and as per the rules of GeM.</p> <p>6. Price Bid (Part II) of bidders who qualify the technical evaluation will be opened on a separate date as informed through GeM portal. If there is any conflict between the rules of this tender document and the rules of GeM, then this document will be given preference.</p> <p>7. Instructions regarding Technical Bid, Price Bid, scope of work and the services required, selection of successful bidder etc have been elaborated in the general terms and conditions of the tender and other parts of the tender document.</p> <p>8. An Earnest Money Deposit of ₹. 0.98 lakh should be remitted by NEFT into the account mentioned below. Tender without EMD shall be rejected. Payee Name : NABARD Current Account No : NABADMN04 Name of the Bank: NABARD, Mumbai IFSC Code : NBRD0000002 EMD Exemption: The bidder seeking EMD exemption must submit valid supporting documents.</p> <p>9. The bid shall remain valid and open for acceptance for 03 months from the date of opening of the bid and as per norms of GeM.</p> <p>10. All documents that comprise the offer and all pages of tender, should be signed and sealed by</p>
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<p>लगाएँ।</p> <p>11. नाबार्ड को यह अधिकार है की बगैर कारण बताए बोलीकरता/ बोलिकर्ताओं की किसी / सभी निविदाओं को आंशिक या पूर्ण रूप से स्वीकार करे या नकार दें।</p> <p>12. नाबार्ड के साथ सलग्न मानक प्रारूप के अनुसार संविदा पूर्व(सलग्न अनुलग्नक ज) सत्यनिष्ठा करार निष्पादित करने हेतु इच्छुक बोलीकरता ही निविदा में भाग लेने के लिए पात्र होंगे। मध्य प्रदेश के लिए समनुदेशित स्वतंत्र बाह्य अनुप्रवर्तक (आईईएम) श्री जगदीप कुमार घाई, पीटीए और एफई (सेवानिव्रत), फ्लैट नंबर 1032 ए विंग, वनश्री सोसाइटी, सैक्टर 58 ए और बी, पाम बीच रोड, नेरुल, नवी मुंबई, 400706, ई-मेल jkghai@gmail.com, मोबाइल: 9869422244 हैं।</p> <p>13. बोलिकर्ताओं से अनुरोध है की बोली करने से पूर्व नाबार्ड मध्य प्रदेश क्षेत्रीय कार्यालय, भोपाल 462016 पर जाकर स्थान का दौरा करें।</p> <p>14. सफल बोलीकर्ता का अपना प्रस्ताव स्वीकार होने की तिथि से 15 दिन के भीतर सलग्न मानक प्रारूप में नाबार्ड के साथ एक करार निष्पादित करना होगा। ऐसा नहीं करने पर बोलीकर्ता की बयाना राशि जब्त कर ली जाएगी।</p> <p>भवदीय,</p> <p>(सुरेश सी साहू) उप महाप्रबंधक</p>	<p>the bidder, as a token of acceptance to the terms and conditions specified in tender.</p> <p>11. NABARD reserves the right to accept or reject any/all tender(s) in part or whole of any bidder/bidders without assigning any reasons for doing so.</p> <p>12. Only bidders who are willing to execute Pre Contract Integrity Pact (Enclosed in Annexure J) with the Bank, in accordance with the standard format enclosed, will be eligible to participate in the tender. The Independent External Monitor (IEM) assigned for Bhopal would be Shri Jagdeep Kumar Ghai, PTA & FE (Retd), Flat No 1032 A Wing, Vanashree Society, Sector 58 A & B, Palm Beach Road, Nerul, Navi Mumbai, 400706, email jkghai@gmail.com, Mob: 9869422244.</p> <p>13. The bidders are requested to visit the site at NABARD Madhya Pradesh Regional Office, Bhopal 462 016 before bidding.</p> <p>14. The successful bidder shall execute an agreement with NABARD in accordance with the standard format enclosed within 15 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited.</p> <p>Yours faithfully,</p> <p>(Suresh C Sahoo) Deputy General Manager</p>
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**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
MADHYA PRADESH REGIONAL OFFICE, BHOPAL**

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FORM OF TENDER
(On the letter head of the bidder)

Contract for Annual Maintenance Contract for Providing Catering Services at Officers Lounge, Staff Canteen, VOFs, VEF & Maintenance in Premises of NABARD MPRO, E-5 Arera colony, Ravishnkar Nagar, Bhopal 462016 for the period 01 August 2024 to 31 July 2026.

Place: Bhopal

Date: _____

The Chief General Manager
National Bank for Agriculture and Rural Development
E-5 Arera Colony, Bittan Market
Bhopal 462 016

Dear Sir,

Having examined the schedule of quantities relating to the service/s specified in the tender hereinafter set out and having visited and examined the site of service specified in the said tender and having acquired the requisite information relating thereto as affecting the quotation / tender, I/We hereby offer to execute the service/s specified in scope of work (Annexure C) at the rates mentioned in the attached requirement of manpower (Annexure F) and in accordance with the specification and instructions in writing and with such materials as are provided for and in all other respects in accordance with such conditions so far as they are applicable.

Sr No	Description of work	Maintenance Contract for <u>Annual Maintenance Contract for Providing Catering Services at Officers Lounge, Staff Canteen, VOFs, VEF & Maintenance in Premises</u> of NABARD MPRO, E-5 Arera Colony, Ravishankar Nagar, Bhopal 462016 for the period of 24 months from the date of issue of contract
1	Contract Period	01 August 2024 to 31 July 2026
2	Estimated Amount	Rs 49.00 lakh
3	Earnest Money Deposit / MSME Certificate (as applicable)	Rs.0.98 lakh
4	Payee Name	Payee Name : NABARD Current Account No : NABADMN04 Name of the Bank: NABARD, Mumbai IFSC Code : NBRD0000002

- Should this e-tender be accepted, I/We hereby agree to abide by and fulfil the Terms and Conditions of the tender and Provisions of the said contract document annexed hereto.

2. Our Bankers are:

Bank Name & Branch _____ A/C
No: _____ IFSC
Code: _____

3. Names of the proprietor/partner/authorized signatory of the firm authorized to sign:

i) _____

ii) _____

4. Names of the person hereby given the power of Attorney to sign the contract:

i) _____

ii) _____

5. Our PAN No. is _____. (Copy of PAN to be attached)

6. I / We have paid interest-free Earnest Money Deposit (EMD) of Rs.98,000/- by RTGS/NEFT to NABARD's Current Account No NABADMNo4, IFSC Code NBRD0000002 and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and / or in the event of our failure to execute the Contract when called upon to do so by accepting our Tender.

7. I / We agree to pay all Government (Central and State) Taxes such as GST, Works Contract Tax, Service Tax etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same.

8. I / We agree to pay the worker/workers engaged as per the minimum wages declared by the authority under Contract Labour Rules Act 1970 from time to time and agree to pay the same with immediate effect.

9. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever during the entire contract period except the difference of minimum wages mentioned at para 11 above and corresponding applicable tax.

Yours faithfully

(Seal & Signature of Contractor)

Date:

Place:

TECHNICAL BID (Part I)
PRE - QUALIFICATIONS CRITERIA

Bidders who meet the following **mandatory** pre-qualification requirements are invited to submit offers:

Should any of the mandatory requirements not be met, the bid will be promptly rejected.

- 1) Bidder should have been in the business of catering services to Institutions of Central Government/State Governments/Public Sector Undertakings which may include training establishments of Banks, Central Govt / State Government Institutions or Educational Institutes of National importance for a minimum period of 5 years as on 31 Mar 2023. (If latest data of 31 March 2024 is available then the same may be considered)
- 2) It should have satisfactorily completed at least one single contract of value not less than Rs.29.50 Lakh during last three years ending 31 March 2023.
Or
It should have satisfactorily completed at least two contracts (costing individually) of value not less than Rs.18.50 Lakh during last three years ending 31 March 2023
Or
It should have satisfactorily completed at least three contracts (costing individually) of value not less than Rs.14.80 Lakh during last three years ending 31 March 2023.
(For this purpose, cost of work shall mean gross value of the completed contract including taxes). (If latest data of 31 March 2024 is available then the same may be considered)
- 3) The annual turnover (for similar work) of the Bidder for each of the last three financial years ending on 31st March 2023 must be at least Rs.12.00 Lakh.
- 4) The organization should be a profit-making entity since last three financial years. A certificate from statutory auditor shall be submitted with the technical bid.
- 5) To ensure proven track record of the Bidder the following details to be furnished.
 - (a) List of similar type of contracts completed successfully in last 3 years supported by documentary evidence. (work order and satisfactory completion certificate)
 - (b) Client reports (as per format given in Annexure K duly signed by appropriate authority) must be enclosed along with technical bid.
- 6) The bidder should have their registered own office / branch office within the city/ Bhopal Municipal Corporation. It should be supported with a copy of Registration under Shops and Establishments Act .
- 7) The bidder should submit Pre-Contract Integrity Pact (Enclosed in Annexure J), duly notarised, on non-judicial stamp paper of value of Rs.500/-.

- 8)** The bidder shall hold valid license under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and shall fulfil all conditions required under the Act/Rules as amended from time to time. It should be supported with a copy of valid license.
- 9)** The bidder is required to deposit EMD* of Rs.0.98 lakh through online payment to the following account :

Account Name	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Name of Bank	NABARD
Name of Regional Office	Madhya Pradesh
Current Account No.	NABADMNo4
IFSC No.	NBRD0000002

- **EMD EXEMPTION:** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM with the bid.
- 10)** A declaration to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax and that the bidder has not been blacklisted by any central/state Government organization or PSU, for whatsoever reason. In case if it is found at later stage that the bidder is a blacklisted company declared by any Govt. Department than the works may be withdrawn, and EMD/ BID security shall be forfeited. There shall not be any case with the Police/Court/Regulatory authorities against the bidder. The bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority. An undertaking in this regard has to be submitted by the vendor as per format mentioned in Appendix to Scope of Work.
- 11)** The bidder should be registered under the relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952. It should be supported with a copy of registration certificate/relevant document.
- 12)** The bidder should be registered under the relevant provisions of Employees State Insurance Act, 1948. It should be supported with a copy of registration certificate/relevant document.
- 13)** The bidder should be registered with Income Tax Authority. It should be supported with a copy of Income Tax Registration Certificate/PAN Card.
- 14)** The bidder should be registered with Goods & Services Tax (GST) Authority. It should be supported with a copy of GST Registration Certificate.

Basic information of the bidder

TECHNICAL BID

“Tender Document for Annual Maintenance Contract for Providing Catering Services at Officers Lounge, Staff Canteen, VOFs, VEF & Maintenance thereof in MPRO , Bhopal for Two Years from 01 August 2024 to 31 July 2026.”

(On the letter head of the concern submitting the bid)

To

The Chief General Manager,

NABARD, Bhopal.

Sl. No.	Particulars	
1.	Name of the Organization	
2.	Complete address of the Registered Office	
3.	Phone No., Fax No. & Email id	
4.	Date of incorporation (enclose the copy of certificate of incorporation)	
5.	Permanent Account Number (enclose document)	
6.	Corporate Registration Number (enclose document)	
7.	GST REGISTRATION NO.	
8.	Name, designation and contact details of the contact person	
9.	Income Tax Returns for last three financial years ending 31.03.2023. (If latest data of 31 March 2024 is available then the same may be considered) (enclose documents)	

10.	Annual turnover for past three years: 2022-23 2021-22 2020-21 (Copy of audited balanced sheets for above mentioned durations to be attached) (latest report 2023-2024 if available may be attached)	Please refer to Point 3 of pre-qualification criteria.
11.	Whether the Organization is in the same business (similar work) for a minimum period of 5 years as on 31 st March 2023. (If latest data of 31 March 2024 is available then the same may be considered)	YES/NO
12.	If the answer to point 11 above is yes, please submit documents to substantiate.	
13.	Whether the Organization has satisfactorily completed different contract of value as indicated in point 2 of pre-qualification criteria during last three years ending 31 March 2023/2024.	YES/NO
14.	If the answer to point 13 above is yes, please submit documents to substantiate	
15.	Whether organization has a Labour License under relevant Acts of the Madhya Pradesh. If yes attach a copy of the same	
16.	Whether organization has a Labour License under Contract Labour Regulation and Abolition) Act, 1970. If yes attach a copy of the same	
17.	Whether the organization has a valid ESIC Registration. If yes attach a copy of the same	
18.	Whether the organization has a valid EPFO Registration. If yes attach a copy of the same	
19.	Whether the organization has a valid GST Registration. If yes attach a copy of the same	

I/We hereby certify that the information furnished above is full and correct to the best of my/our knowledge and belief. I/We understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and will not have any dealing with the Department in future.

Name of the Organisation:_____

Name, Designation and Signature of the Authorized Signatory

Seal

Date

Place

GENERAL INSTRUCTION TO THE BIDDER

1. PREPARATION OF THE BID DOCUMENTS THROUGH e-TENDERING

Selection will involve following stages before issuance of the work order or award of contract.

- (i) Upload of e-Tender on the Gem Portal www.gem.gov.in
- (ii) Receipt of e-bids/e-tender
- (iii) Attending to pre-bid meeting on stipulated date and time.
- (iv) Opening of technical bids & evaluation of qualified agencies
- (v) Opening of financial bids
- (vi) Award of contract

2. The bidder who do not fulfil the MANDATORY pre-qualification criteria shall not be considered for selection in the technical evaluation and award of work.

- a. Tender shall be accompanied by a copy of the following documents
 - i. Proprietorship Firm/Partnership Firm/Company Registration Certificate (as applicable).
 - ii. Articles of Association/Memorandum of Association/ partnership deed/ any other relevant document showing composition of the firm (as applicable)
 - iii. A copy of IT Returns for last three years (ending 31/03/2023).
 - iv. Particulars of Bank account details/ a copy of cancelled cheque
- b. Bidding firms/companies shall have current account in a scheduled commercial bank.
- c. Financial Bids of only those bidders will be opened who will satisfy the conditions of Technical Bids. Further, NABARD reserves the right to shortlist such vendors based on the feedback in the client reports (Refer para 4(b) of technical bid Part-I).
- d. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.
- e. Before quoting, the Contractor must clearly understand that they have fully acquainted themselves with the scope of work, terms and conditions and other aspects of the contract indicated in the tender.

- f. Bidders will apply on GeM only. The PART-I (Technical Qualification Bid) of the tender shall contain Technical Qualification bid (as per NIT, Form of Tender, Technical bid (Pre-Qualifications Criteria), Basic information, General instructions and Annexure A to K), along with proof of having submitted EMD and terms & conditions in prescribed tender document. The PART– II of the tender shall contain the financial bid(Appendix to Scope of Work, Part II -A, B) in the prescribed format in GeM. No other terms & conditions should be prescribed in the financial bid. If any terms & Conditions are stipulated in the tender document, the tender shall summarily be rejected.
- g. The PART–I (Technical Qualification Bid) of the tender shall be opened first on 24 June 2024 as per GeM procedure. Based on the Technical Qualification, the financial bids (Part-II) for competitive rates of eligible bidders will only be opened / considered. Price bid of bidder will be opened only if found eligible in Technical Bid.
1. Selection will be based on Grand Total quoted at the financial bid by the bidder.
 2. In case of multiple L1 bidders, the final selection of bidder is done by GeM through system logic and as per GeM procedure.
 3. Tenders, which do not fulfil all or any of the NABARD's conditions or are incomplete in any respect and tenders with the tenderer's own conditions other than those specified by NABARD, will summarily be rejected.
 4. Tenders containing tenderer's own conditions shall summarily be rejected.
 5. The estimated cost of the tender is estimated at Rs.49.00 lakh for 24 months.
 6. No alterations, additions or erasures in any of the tender documents are permitted and if any are made, the National Bank shall have the right to either discard such alterations, additions, erasures or to reject the whole tender as it may decide. The EMD of Rs.0.98 lakh is required to be deposited through NEFT/RTGS to the following account:

ACCOUNT NAME	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
ACCOUNT NUMBER	NABADMN04
ACCOUNT TYPE	Current Account
IFS CODE	NBRD0000002
BANK NAME	NABARD
BANK BRANCH	HEAD OFFICE, MUMBAI

7. The EMD of the Contractor selected for award of the Maintenance Contract will retained by NABARD as Security Deposit till expiry of the Contract and will not carry any interest. The successful bidder has to deposit an amount

@5% of the contract value as security deposit in such case the EMD amount already deposited will be adjusted.

8. The Security deposit will be released after 90 days from the expiry of the satisfactory AMC period 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.
9. If the successful bidder refuses, withdraws or neglects to execute the Contract within the time frame specified by NABARD, Madhya Pradesh Regional Office, Bhopal, EMD shall be forfeited.
10. Contractors are advised to visit the site to familiarize themselves with the details of the works and site conditions, etc., before quoting the rates
11. The rates may be quoted in the Financial BID only and not elsewhere. Rate shall be written both in 'Figures and Words'.
12. The service rate quoted by the bidders shall be inclusive of the charges for labour, supervision, Tools and Equipment's, Taxes of any nature etc. and shall be as mentioned in the Schedule of Quantities/Scope of Work.
13. The bidder shall quote their rates strictly adhering to the scope of work and general terms and conditions stipulated in the Tender Document.
14. Quoted Service rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor would be required to furnish an analysis for scrutiny of the Service Charges, as and when called for, by NABARD.
15. Rates should include all Taxes, Duties, Octroi, Levies, Wages as per relevant Act, and Service Charges etc. as applicable and should be firm for the entire Contract period. Under any circumstances, no price escalation whatsoever shall be entertained during the contract period except revision in minimum wages & taxes.
16. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures.
17. If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.
18. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tenders may be rejected without making any reference to the Tenderers
19. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies.

20. The firms which do not fulfil the requirements shall not be considered for selection and award of work.
21. The staff deployed by the firm at site should have adequate experience and knowledge in their respective works.
22. The National Bank for Agriculture and Rural Development (NABARD) does not bind itself to accept the lowest or any bid and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing.
23. Monthly payment will be made based on invoices submitted by the contractor and certified by the Bank's Assistant Care Taker(ACT)/ Caretaker(CT) to the effect that the services are provided as per the contract agreement.
24. The Contractor has to get the work supervised by the ACT/CT after completion of the respective work on the formats given and shall submit the same along with the bill.
25. The works which have not covered in this scope of AMC but are related to or incidental to the scope of work will have to be carried out by the contractor to the satisfaction of the bank. For such works separate orders will be issued by NABARD.
26. The bills for the above works are to be submitted within a period of one month after completion of the work. NABARD may reject any claim made after the stipulated period. The bills for the works carried out without proper work slips/ work order are liable for rejection and in such case no further representation will be entertained.
27. All Statutory taxes viz. TDS, GST-TDS, Income Tax, and Goods and Service Tax and other taxes as applicable, will be deducted from total payment due to the Contractors.
28. The Agency 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 the workmen 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 1.25 times of the contract value.
29. The Agency shall be fully responsible and shall indemnify the Bank 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 Agency or his agents and/or his employees or guards. The decision of the Bank in this regard shall be final and binding
30. The contractor shall deploy such minimum number of qualified & experienced staff as indicated in Annexure F of this tender and also to ensure that the work is attended in time as per the scope of work of the tender, to the satisfaction

of NABARD. Whosoever is engaged as supervisor must be competent enough to discharge his duties and responsibilities as per the Terms and Conditions of the contract and must be acceptable to NABARD. The supervisor should not work at any other place. He should be broadly responsible for ensuring quality of service, food and proper deployment of manpower as per requirement of the office.

31. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules and regulations.
32. The contractor shall pay the personnel deployed in NABARD, their wages in accordance with the minimum Wages Act, 1948 on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution as applicable, in respect of the personnel deployed in NABARD.
33. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/ compensation/absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other act related thereto.
34. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be responsible in any manner in the event of non-compliance with various labour laws in force by the contractor and the onus of compliance lies solely with the contractor. The contractor is advised to maintain attendance register of his staff employed at sites and wage register for payment (at least minimum wages as per Central Govt.) with all records up to date as per the labour regulations. The contractor may be asked to submit the monthly payment records to the staff employed by him. The contractor is advised to ensure that the payment is regularly credited to the bank account of the individual staff employed within the time schedule of Labour laws and pay slips for respective payments are duly issued regularly. NABARD may ask for past pay slips and payment records to be submitted along with the monthly bill.

35. The rate quoted by the contractor should be inclusive of all incidental charges and taxes as described in point no. 14, 15 and 16 above (excluding GST).
36. The contractor should submit proof of payment (counterfoils) as and when called for by NABARD towards ESI & PF with monthly bill & other documents such as registration number, photo card etc.
37. The Contractor shall be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.
38. The manpower deployed by the contractor should be in neat uniform, polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously. No additional payment shall be made if contractor keep more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provision.
39. The Contractor shall abide by all the requirements of maintenance from time to time and shall strictly follow the obligation required by NABARD.
40. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
41. The Contractor or his authorized representative should visit the site frequently or as required by NABARD and meet Officials for any clarifications and to receive instructions.
42. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
43. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
44. 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.
45. The work should be carried out with least inconvenience to the staff of NABARD. The workmen employed by the Contractor should abide by the

Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, wearing of uniforms, interpersonal relation with the staff. The contractor shall provide photo identity card and uniform to its workers including the leave reserves. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.

46. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. The Contractor shall assist NABARD fully in respect of any liaison with the Municipal/Police or any other authority for necessary approval / permission with regard to the AMC works. (PAYMENT/CHARGES IF ANY REIMBURSED)
47. The Contractor shall provide documentary proof of police verification for each and every personnel deployed with NABARD and replacement, if any, shall also be brought into effect.
48. The contractor shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or on leave.
49. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.
50. No advance payment shall be made. Further, Contractor will not link payment to his manpower with the settlement of bills by NABARD.
51. . The Contractor shall be required to furnish NABARD, as and when required, the following:
 - (i) The Power of Attorney, name and signature of his authorized representative, who will be in- charge of execution of this contract.
 - (ii) Registration certificate copies.
 - (iii) Wage Book, Muster Book, ESI and EPF Contribution proof pertaining to staffs engaged under this contract.
 - (iv) Validity of Insurance Policies, Labour Contract License relating to staff engaged at NABARD site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.
52. The contractor shall remove from work any worker who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of NABARD.
53. The manpower deployed by the contractor for discharging the contractual obligations under the contract shall be the employees of the contractor. NABARD shall in no way be connected with such manpower and they shall have no claim whatever against NABARD.

54. The workers / personnel deployed must carry ID card issued by the contractor during the working hours. The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations under this Contract.
- a. The contractor is also required to submit the list of workers with photo ID, address proof, etc. before deputing the workers. An attendance register shall be maintained at site indicating number of persons deployed for the inspection by NABARD officials/ representative.
 - b. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during the period his staff works in NABARD premises.
 - c. The Contractor shall ensure that the deployed personnel **SHOULD NOT:** -
 - i. Be under the influence of drugs, alcohol, tobacco, pan, gutkha etc. when inside the Bank's premises.
 - ii. Undertake any private work inside or outside the Bank's premises during the working hours.
 - iii. Involve in any altercations with staff or in any act of indiscipline / misconduct / theft / pilferage, which results in any loss to NABARD in kind / Cash / reputation.
 - iv. Suffer from any communicable diseases.
 - iv. The staff deployed accept any gratitude or reward in any shape.
 - d. Any indecent behavior / suspicious activities of the personnel deployed shall be viewed seriously and a suitable penalty shall be imposed on contractor or the personnel shall be removed.
55. The contract shall be valid up to 30 June 2026. NABARD also reserves the right/option to extend the validity of this contract at the same rates for a period of 02 year and on the same terms and conditions, with consent from the vendor.
56. This contract shall stand automatically terminated in the event of insolvency, death or mental disorder of the contractor.
57. On the expiry or earlier termination of this contract, the contractor shall remove themselves and their employees and agents from the premises and all articles belonging to them or to their employees or agent.
58. **Award of Contract to Successful Bidder:** The Bidder quoting the least monthly charge shall be as per financial bid Part II(B) the contract after ascertaining whether all other criteria are met. Bids quoted with service charges less than 3.85% or more than 7.00% (as per circular no. F6/1/2023-PPD department of Expenditure Procurement Policy Division of Ministry of Finance dated 06th January 2023) in Annexure Part II(A) of financial bid would be treated as un-responsive and invalid, which are liable for rejection.

In case of multiple L1 arises, the L1 shall be finalized as per GeM procedure through system Logic.

59. Termination of Contract

- a) 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, any day after the expiry of the said notice period.
- b) The contract is liable for termination by giving 30 days notice by the bank and 3 months notice by the contractor.

60. Forfeiture clause: In case of negligence/derelection of duty by contractor's staff, the above contract shall be terminated without giving any notice by NABARD and the security deposit shall be forfeited.

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

SIGNATURE AND SEAL OF
AUTHORISED SIGNATORY:

DATE:

PLACE: ADDRESS

ANNEXURE – A

GENERAL TERMS AND CONDITIONS OF ANNUAL MAINTENANCE CONTRACT

1. The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, and compliance to Workmen's Compensation Act, Bonus, etc.
2. 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, Bhopal and to the concerned Labour Department.
3. 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. Giving particulars of the employees engaged for the NABARD MP RO Regional Office Premises, is required to be submitted to the NABARD regional Office, Bhopal. In any eventuality, if the contractor fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time to NABARD, Madhya Pradesh a Regional Office, Bhopal is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract, duly furnishing particulars of personnel engaged for the NABARD, Bhopal.
4. 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, Madhya Pradesh a Regional Office, Bhopal and NABARD, Madhya Pradesh a Regional Office, Bhopal shall ensure that the contractor complies with the provisions.
5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be checked and monitored by the authorized official of the NABARD, Madhya Pradesh a Regional Office, Bhopal. 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 DPSP, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.

Proof of payment of wages to personnel must be submitted, as and when demanded by NABARD.

6. All liabilities arising out of accident or death while on duty of the Housekeeping personnel shall be borne by the contractor. The contractor shall cover all his employees with a comprehensive Group Insurance policy. The contractor shall indemnify NABARD, Madhya Pradesh a Regional Office, Bhopal against all liabilities arising out of any such accidents or deaths.

7. Adequate supervision will be provided to ensure correct performance of the said general maintenance and housekeeping services 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.

8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the officials of NABARD.

9. 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 NABARD, Madhya Pradesh a Regional Office, Bhopal and shall not knowingly lend to any person or company any of the effects of the NABARD, MP RO, Bhopal under its control.

10. The contractor shall provide training at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

11. Under the terms of their employment agreement with the Contractor the general maintenance 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.

12. That in the event of any loss occasioned to NABARD premises, because of any lapse on the part of the contractor which will be established after an enquiry conducted by NABARD RO, Bhopal, the said loss can be claimed from the contractor up to the value of the loss. The decision of the NABARD, MP RO, Bhopal will be final and binding on the agency.

13. 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, Bhopal may issue from time to time and which have been mutually agreed upon between the two parties.

14. NABARD, Bhopal shall have the right, within reason, if any person employed by the contractor is undesirable or otherwise, to inform to the contractor and contractor shall replace such person immediately.

15. The contractor shall be responsible to maintain all property and equipment of the NABARD MP RO Regional Office Premises entrusted to it.

16. The contractor will deploy supervisors as agent of the contractor and the instructions given to the supervisor by the bank will be deemed to be instructions given to the contractor. The supervisor shall be required to follow the instructions of DPSP, NABARD, MP RO, Bhopal and ensure that the work done accordingly.

17. 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 occasion and habitual offenders in this regard shall be liable to be replaced from the campus. The penalty on this account shall be deducted from the Contractor's bills.

18. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Trainees/Visitors and should project an image of utmost discipline. The NABARD, MP RO shall have the right to have any person removed in case of patient/staff complaints or as decided by representative of the department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.

19. The personnel will have to report to the NABARD, MP RO, Bhopal at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/ instructions, and to complete all other required formalities as approved by the NABARD, MP RO, Bhopal

20. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the NABARD, Bhopal and the contractor / his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the NABARD, Bhopal.

21. In case the contractor fails to commence/execute the work as stipulated in the agreement or does not meet the statutory requirements of the contract or does not comply with the prevailing tax rules and laws, NABARD, Bhopal reserves the right to impose the penalty as detailed below:-

i) 5% of cost of order/agreement per week, up to four weeks' delays

ii) After four weeks delay NABARD Bhopal 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 blacklisted for a period of 5 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

22. The contractor shall ensure that its personnel shall not at any time, without the consent of the NABARD, MPRO, Bhopal in writing, divulge or make known any trust, accounts matter, or transaction undertaken or handled by the NABARD, Bhopal and shall not disclose to any information about the affairs of NABARD, Bhopal. This clause does not apply to the information, which becomes public knowledge. The contractor shall also ensure that its personnel shall not at any time, without the

consent of the NABARD, MPRO, Bhopal, in writing, divulge or share any records or documents of the NABARD, Bhopal.

23. Contractor / successful bidder shall ensure that no person involved in any litigation against any of the offices of NABARD, MP RO, Bhopal shall be deployed under any circumstances.

24. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses / fines. The concerned contractor's personnel shall attend the court as and when required.

25. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

26. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

27. 'WORK ORDER' means the notice issued by the NABARD, Bhopal to the contractor communicating the date on which the work/services under the contract are to be commenced.

28. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the NABARD, Bhopal for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture / consortium / group / partnership shall not be altered without the approval of the bank.

29. The contract period will be initially for a period of 2 years from the date mentioned in the work order extendable twice for one year each, if the services of the service provider firm are found satisfactory.

30. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the NABARD, Bhopal shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.

31. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the NABARD, Bhopal may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the NABARD, Bhopal from the contractor.

32. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the NABARD, Bhopal, such money shall be deemed to be payable by the contractor to the NABARD, Bhopal within seven days. The NABARD, Bhopal shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.

33. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

34. The contractor shall indemnify and hold the NABARD, Bhopal harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

35. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and relevant Acts or laws (wherever applicable).

36. The personnel engaged should project an image of utmost discipline. They should be preferably between the ages of 18 and 55 yrs. NO UNDERAGE / MINOR (below 18 years of age) SHALL BE DEPLOYED UNDER ANY CIRCUMSTANCES. The entire responsibility for such lapse shall be that of the contractor. The Bank shall have right to have any person removed in case the personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases. Manpower so engaged shall be trained for providing general maintenance and housekeeping before joining. During this training, contractor shall have to arrange for substitute for the staff undergoing training.

37. The contractor shall get their staff screened for gross physical disabilities and contagious diseases and will provide a certificate to this effect for each personnel deployed. NABARD, Bhopal will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

38. Staff engaged by the contractor shall not take part in any staff union and association activities.

39. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, stationary for writing duty charts and registers and records keeping as per requirements.

40. Agency will provide mobile phones to all supervisors at their own cost to ensure effective timely communication between them.

41. NABARD, Bhopal shall not be responsible for providing residential accommodation to any of the employee of the contractor.

42. NABARD, Bhopal shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The NABARD, Bhopal does not recognize any employee employer relationship with any of the workers of the contractor.

43. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the NABARD, Bhopal from the agency.

44. If any underpayment is discovered, the amount shall be duly paid to the agency by the NABARD, Bhopal.

45. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the NABARD, Bhopal etc, upto 2 years from closure of contract.

46. PAYMENT

46.1. The contractor shall disburse the wages to its staff deployed in the NABARD, Bhopal every month through ECS or by Cheque in the presence of representative of the NABARD, Bhopal, as per requirement of the office. To ensure this, service provider will ensure to get a bank account opened for every engaged employee.

46.2. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of NABARD, Bhopal and the contractor/ his representative/personnel authorized by him. No other claim on whatever account shall be entertained by NABARD, Bhopal.

46.3. The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets of the contractor duly verified by the Caretaker/ACT of the Bank, attested by the officer nominated by the bank and other supporting documents. No other claim on whatever account shall be entertained by the Bank. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.

(a) Contractor shall pay the entitled wages of the workers before 7th day of the subsequent month. It shall not be linked to the payment of the bill.

(b) While submitting the bill for the month, the services provider must file a certificate certifying the following:-

(i) Wages of employees paid as per minimum wages norm applicable have been credited to their bank accounts on (date)

(ii) ESI Contribution relating to workers amounting to Rs. _____ was deposited on (date) (copy of the challan enclosed)

(iii) EPF contribution relating to workers amounting to Rs. _____ was deposited on (date) (copy of the challan enclosed)

(iv) The service provider is complying with all statutory Labour Laws including Minimum Wage Act.

(d) The service provider should submit the bill in accordance with the above time schedule.

(e) The contractor shall compulsorily issue a wage slip to every personnel & supervisor in the format provided below (an indicative format):

Name of Employee:	Designation Month
WAGE STATEMENT	
Payable / Paid	

47. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. Goods & Services Tax returns should be filed within the permissible limits as provided by Government of India and documentary proof of the same should be submitted to NABARD, BHOPAL on monthly basis. The delay in filing of Goods and Services Tax returns may result in termination of contract by giving a one month notice in writing. The performance security deposited with NABARD, BHOPAL shall be released only after all the GST dues are cleared by the vendor. The contractor shall submit copies of acknowledgements evidencing filing of returns every month and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

48. Dispute Resolution

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole arbitrator appointed by the CGM NABARD, Bhopal.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at **Bhopal** only.

49. JURISDICTION OF COURT The courts at Bhopal shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

50. The contract shall be valid up to 30 June 2026. NABARD also reserves the right/option to extend the validity of this contract at the same rates and the same terms and conditions. The contract period may be renewed for further two years, if services are found to be satisfactory.

51. EXIT: The contract is liable for termination by giving one month notice by the Bank and three months' notice by the contractor. However, the contract may be terminated by the Bank without allowing notice period, if the quality of the work is found not satisfactory. The Security Deposit under these circumstances will be forfeited.

52. Contractors should provide 2 sets of uniforms and two pair of shoes of approved colour and quality, once in a year, to the employees deployed for the job at NABARD, BHOPAL at his own cost. The contractor should ensure that the uniforms provided to the staff are maintained in proper and clean condition. (reimburse)

53. On site storage space will be provided to the Contractor. NABARD, Bhopal will not be responsible for safety or upkeep of contractor's materials. The contractor may be required to vacate the storage space and sheds at short notice without any extra cost to NABARD, Bhopal.

54. The contractor shall provide necessary Tools & Plants (T&P) or any other equipment, labour, etc for the proper execution of the works.

55. 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.

56. Recovery of income tax, education cess, work contract tax etc. as applicable & in force shall be deducted from the bill during the currency of the contract.

57. Note: The property shall be handed over to contractor for maintenance on as-is-where-is basis and the contractor shall be required to do the pending work (if any), without any extra cost. In regard to the pending works (as per scope of work) contractor shall not give excuse such as so and so work should have been done by the previous AMC contractors and is not within their scope

ANNEXURE – B**ADDITIONAL CONDITIONS OF CONTRACT**

1. If a bidder / tenderer quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
2. The minimum nos. of labour and their duty hours and details of working days are mentioned in **Annexure F**. The same should be strictly followed.
3. The responsibility of engaging and maintaining sanctioned strength of workers lies with the Contractor in view of timely attention and completion of the routine works within the given time frame.

4. Penalty clause:

a. The resolution time of complaint will be maximum 03 Days including holidays. The contractor shall ensure resolution within proposed period, failing which the penalty will be deducted as follows:

Nature of work	Time of completion	Penalty for delay
Items indicated in scope of works based on their periodicity	03 days including public holidays.	Rs. 500 per day per pending work

b. 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. 650.00 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.

5. Additional Penalty: 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.

6. In case of emergency work, no extra payment for working in odd hour will be made.
7. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.
8. The Contractor shall abide by the requirements of the bank from time to time and shall strictly follow the obligation required by the Bank.

9. The agreement shall be executed in duplicate. NABARD shall retain the original and party the duplicate, stamp duty on original and duplicate shall be borne by the contractor

10. Payment of Bills: The contractor shall produce his bills in duplicate addressed to the Chief General Manager, NABARD, Madhya Pradesh Regional Office, Bhopal. The bill shall be paid by the bank after it has been verified by the bank's Caretaker / Technical Officer and found to be in order. Payment will be made strictly as per the attendance

12. In case of strike resorted to by the employees of the contractors, the Bank reserves the right to employ other contractor's workers, without any notice for carrying out the maintenance work. In such cases, either the actual cost of such labour on whole day basis shall be deducted from the Contractor's bills or recovery will be made on the basis of actual amount paid to the other contractor plus the service charges.

13. Performance & Supervision: To maintain the high standard of performance of installation and for taking day to day instructions, Contractor's representative must visit the Department of Premises, Security and Procurement at least once a week. This clause does not preclude instructions being given by the Bank in between the period.

14. The Contractor shall ensure carrying out all precautionary measures as indicated in Annexure-E.

15. Inspection: The Officer(s) / Lounge Committee/ Caretaker of NABARD may at any time inspect the works performance as well as inspect the stock of items/articles held in NABARD or deemed to be in possession of the contractor and the contractor shall give all assistance in this behalf.

Declaration by the Contractor

We / I have read and understood the Scope of Work and Additional terms and conditions for the housekeeping, gardening, electrical, plumbing and carpentry AMC works in both the colonies 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:

Address:

(Signature of the tenderer/Bidder)

Name and Seal

Annexure C**(Scope of Work)****(Part-1): Catering in Office Canteen & Lounge**

1. Vendor/Service Provider is required to provide all kinds of catering services to the Staff Members/Officers'/official visitors / guests at NABARD Office Building E-5 Arera Colony, Bittan Market, Bhopal-462016 and at VOF s / VEF at Our Colonies Located at Sector- A and C Shahpura Bhopal or at any other place as approved by the Bank within the Bank's premises.
2. The required services include providing Tea/Coffee/Green Tea to all the Staff members /Officers on all the working days and twice daily and as and when required.
3. Providing Tea/Breakfast/Lunch to the staff members/officers on their demand.
4. Supply of Tea/Coffee/High Tea/Snacks/Lunch/Dinner in the official meetings/ other occasions, conducted by NABARD from time to time.
5. Conference Catering for the High Level Meetings and Conferences hosted by NABARD will also be done by the Vendor / Service Provider.
6. Bank will fix the menu of breakfast, lunch and dinner in consultation with the Vendor and Lounge Committee of the bank.
7. The rates for above services, shall be governed as per the Appendix to Scope of work (page 38 to 41). The broad guideline to be followed are as under:
 - (a) Tea/Coffee/Green Tea, Cookies/Biscuits (Bills will be reimbursed by NABARD on actual monthly basis as indicative rate prescribed in Appendix to Scope of Work and/or as approved by Lounge Committee of NABARD). Please refer to para 10 to 13 for further clarity.
 - (b) Breakfast – Bills shall be paid by individual staff (as indicative rate prescribed in Appendix to Scope of Work and/or as approved by Lounge Committee of NABARD)
 - (c) Lunch (Daily) Office Lounge- Bills shall be paid by individual staff (as indicative rate prescribed in Appendix to Scope of Work and/or as approved by Lounge Committee of NABARD)
 - (d) Normal/ Special/ Lunch/ Dinner - Bills will be reimbursed by NABARD in meetings. (as indicative rate prescribed in Appendix to Scope of Work and/or as approved by Lounge Committee of NABARD)
 - (e) High Tea for official meetings Bills Will be paid by NABARD on actual basis at agreed/ approved rates
 - (f) Tea/ Meals need to be served to staff/officers in the official meetings and shall be decided by the Lounge Committee and/or the concerned department of the Bank in consultation with the Vendor and shall be paid accordingly.
8. The Vendor / Service Provider will be required to provide a full cup (150 ml) of Tea / Coffee / Green Tea along with or without snacks/biscuits to all the officers twice a day on all working days (as may be decided in consultation with the Lounge committee) for which payment on monthly basis will be made by NABARD.

9. For arriving at monthly Tea bill, total working days per month will be taken as 22 days multiplied by the total number of officers/ staff actually present. The number of officers will be reviewed on half yearly basis (January and July every year) and intimated to the vendor/ service provider. The Bank reserves the right to review this and make changes charges, if required and the contractor will be paid accordingly.

10. Bills for Tea/Catering services provided in the meetings, functions, programmes, events organized by NABARD will be settled as per the menu and rates fixed by the Lounge Committee or indicative rates in Appendix to Scope of Work.

11. Tea/Breakfast/Lunch supplied to the staff members/officers on their demand (Except official meetings, functions, programmes and as indicated in para 10 and 11 above) will be paid to the vendor directly by the staff/officer concerned for tea/snacks/food items consumed by them. The vendor would be responsible for supplying drinking water from available source in the office as per requirements of all staff/officers on a daily basis.

12. For the purpose of preparing Tea/Snacks/Lunch/Dinner etc., NABARD will provide required space for kitchens / dining and crockeries / kitchen equipment and furniture in the dining areas. NABARD will also provide water and electricity free of cost. While quoting rates, this aspect may specifically be taken into account. The contractor will not be allowed to use induction cooktops and heaters. LPG gas will have to be obtained by contractor at his cost.

13. Vendors are advised to inspect the site/nature of service required in this regard and satisfy themselves before submitting their bids. The vendor shall be deemed to have full knowledge of the site/nature of services to be provided, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

14. The Vendor / Service Provider will source food ingredients etc., at their cost, prepare the prescribed type of food items and in quantities as approved by NABARD, in the specified space in NABARD's premises and serve the same in designated dining area / cabins/ conference halls in a hygienic manner. The Vendor / Service Provider shall not prepare or serve any other item without prior information approval of NABARD. A register may be maintained for this purpose.

15. The Vendor / Service Provider shall ensure that the food shall be good, wholesome and of high quality and the ingredients like tea bag, tea, sugar cubes, cooking oil, spices and other ingredients etc., shall be branded (should have ISI /Agmark/other certification as specified for the food item/ products). Moreover, before using the raw materials and other ingredients for cooking, the Vendor / Service Provider shall ensure their quality and wholesomeness.

16. NABARD through its authorised representatives shall have the authority to carry out tests and checks at their convenience, the raw materials, ingredients used for cooking, cooking arrangements and the finished eatables and will have absolute right to reject the cooked or raw items if they do not meet the required standard at its sole discretion and the same would be destroyed at the cost of the Vendor / Service Provider.

17. Vegetarian and non – vegetarian cooking shall be done separately. (Separate Utensils will be provided by Bank)

17.1 Tea / Snacks / Lunch Timings – Officers/ Staff members would be served tea / snacks / lunch as per the following timings :

- a. Breakfast 9.35 hrs to 10.15 hrs. (On Payment Basis by concerned employee)
- b. Timings for tea Service - 10:30 Hrs. to 11:00 Hrs. and 15:00 Hrs. to 16:30 Hrs.
- c. Timings for service of Lunch in Officers' Lounge and Dining Room - 13:00 Hrs. to 14:00 Hrs. (On Payment Basis by concerned employees)

17.2 Tea / Breakfast / Lunch/Dinner Timings – Officers/ Staff members would be served at VOFs and VEFs as per the following timings :

- a. Breakfast 08.00 hrs to 09.30 hrs. (On Payment Basis by concerned employee)
- b. Timings for service of Lunch in VOFs and VEFs - 13:00 Hrs. to 14:00 Hrs. (On Payment Basis by concerned employees)
- c. Timings for service of Dinner in VOFs and VEFs - 20:00 Hrs. to 21:30 Hrs. (On Payment Basis by concerned employees)

17.3 Special lunch on any one day every week to be prepared, as may be decided by the Lounge Committee.

18. The Officers and staff of NABARD are required to work at times on weekends and Public Holidays. The Vendor / Service Provider will have to provide catering services to these officers & staff as per need.

19. NABARD reserve the right to change the above timings as and when required. Vendor / Service Provider will have to ensure that the timings changed by NABARD are adhered to.

19.(a) The Vendor / Service Provider will have to depute sufficient number of service staff to ensure service of Tea/Coffee to senior officers in cabins during office time as and when required by them during the day.

19.(b) The contractor would be allowed to claim 10% of the bill amount as service charge in case of specific requirement to procure outside food for official purpose.

20. Kitchen Cleanliness and Hygiene :

- a. The Vendor / Service Provider shall ensure that the food is cooked in the prescribed kitchens. Highest standard of hygiene is to be maintained. The cleanliness and maintenance of the utensils used for cooking is to be strictly ensured besides proper maintenance of fridge, water cooler etc. The Vendor / Service Provider will have to bear the cost of cleaning materials. The Vendor / Service Provider is required to ensure use of quality cleaning materials.
- b. The vendor shall take full responsibility of cleaning and upkeep of entire Lounge and dining area.
- c. The Vendor / Service Provider has to ensure that every day before and after operations, the pantry / dining halls / dishes and all the crockery and cutlery are cleaned and kept in order before closing of the day.
- d. The Vendor / Service Provider has to ensure proper disposal of waste and take care to see that the outlets / ducts provided in the kitchen are not blocked / damaged etc.

21. The Vendor / Service Provider will be responsible for removal of the garbage and its timely disposal and keeping the assigned premises neat and clean.

22. The staff should be properly dressed (T- Shirt/Shirt With vendors Logo, Shoes, ID cards, headgear and hand gloves) in neat and tidy uniform. They will also wear facemask, if advised by NABARD. They shall be courteous, well-mannered and attentive. They should be conversant with the tenets of the trade.

23. The kitchen will be under the constant supervision of NABARD and any lapse will be viewed seriously. Good quality branded raw materials are to be used for the preparation of food.

- (i) The bidder shall hold valid license under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and shall fulfil all conditions required under the Act/Rules as amended from time to time.
- (ii) Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.

24. The rates for Tea/Coffee/Green Tea, snacks, lunch, dinner etc. served to staff/officers and served in the official meetings shall be decided by the Lounge Committee of the Bank or indicative rates on Appendix to Scope of Work.

25 For arriving at monthly tea/coffee bill, payment will be made on actual consumption basis. The NABARD reserves the right to review this in case of extraordinary / unforeseen circumstances.

26. For the purpose of preparing Tea/Snacks/Lunch/Dinner etc., NABARD will provide required space for kitchens / dining and crockery / kitchen equipment and furniture in the dining areas. NABARD will also provide water and electricity free of cost. While quoting rates, this aspect may specifically be taken into account.

27 The Vendor / Service Provider shall ensure that the food shall be good, wholesome and of high quality and the ingredients like cooking oil, spices and other ingredients etc., shall be branded (should have ISI /Agmark). Moreover, before using the raw materials and other ingredients for cooking, the Vendor / Service Provider shall ensure their quality and wholesomeness. NABARD through its authorized representatives shall have the authority to carry out tests and checks at their convenience, the raw materials, ingredients used for cooking, cooking arrangements and the finished eatables and will have absolute right to reject the cooked or raw items if they do not meet the required standard at its sole discretion and the same would be destroyed at the cost of the Vendor/ Service Provider.

28. Vegetarian and non – vegetarian cooking shall be done separately.

29. Bank will fix the menu of breakfast, lunch and dinner in consultation with the Vendor and Lounge Committee of the bank.

30. The rates for Tea/Coffee/Green Tea, snacks, lunch, dinner etc. served to staff/officers and served in the official meetings shall be decided by the Lounge Committee of the Bank in consultation with the Vendor.

31. Rates for providing special catering services (Festival Lunch/Dinner, High Tea/Snacks, etc.) on special occasions shall be decided by the Lounge Committee of the Bank in consultation with the Vendor.

32. Bills for Tea/Catering services provided in the meetings, functions, programmes, events organized by NABARD will be settled as per the menu rates fixed by the Lounge Committee.

33. For any increase in manpower for efficient running of the Lounge services, the Vendor/ Service Provider shall not be entitled to additional remuneration.

(Part-II): VOFs & VEF's Maintenance and Services to be provided in Visiting Officers Flats (VOF)/ Visiting Employee Flats (VEF)

1) NABARD, MPRO, Bhopal has:

- a) VOFs (4 rooms with double occupancy) at NABARD Regional Office Building , E- 5 Arera Colony, Bittan Market, Bhopal- 462019
- c) VOFs at NABARD Officers' Colony, Sector-A, Shahpura Bhopal-462039 (4 rooms with double occupancy)
- d) VEF at NABARD Staff Colony, Sector-C, Shahpura Bhopal-462039 (4 rooms with double occupancy)

2) The Agency will provide welcome kits, newspapers, tea/coffee/sugar/milk sachets, etc., List of the items to be included in the welcome kit will be provided to the successful Tenderer at regular intervals. Detailed record to be maintained on daily basis as per the arrival of guests. Proper requisition of such items for re-filling shall be submitted by the contractor well in advance.

3) All the rooms shall always be kept neat and tidy to enable allotment of the rooms at any time. To ensure supply of adequate amount of good quality and reputed brand of cleaning materials and ensuring cleaning of rooms, kitchen equipment and cutlery/crockery for the VOF/VEF.

4) 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 third day if the room is continuously occupied. Washed/cleaned linens and other upholstery shall be provided to agency by Bank.

5) Room fresheners and mosquito repellent (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. These materials shall be provided by Bank to the agency on demand.

6) The Agency shall be responsible for making the bed and clean all rooms daily. All rooms, bathrooms and toilets are to be cleaned with high quality disinfectants (use of acid is strictly prohibited).

7) 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. The cleaning/housekeeping materials will be purchased by the contractor and the amount will be reimbursed to the contractor after certification of ACT/CT/DPS-Official based upon reasonable rates or MRP whichever is lower. Proper stock register to be maintained by the contractor which would be verified by the ACT/CT/DPS-Official periodically.

8) The Agency's staff shall take care of miscellaneous requirements like replacement of batteries for clocks, remote units of TVs, ACs, etc. provided in the VOFs/VEF and other places.

9) Rooms to be regularly checked for bed linen, hand towel, bath towel, soap, shampoo, water, functioning of TV, refrigerators, ACs, geysers, bathroom fittings, bulbs, etc. and regular reports of the same to be maintained.

10) The Agency shall ensure proper functioning of all systems in the VOF/VEF 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, the Bank may be informed immediately.

11) The Agency has to ensure the following weekly services: -

- (i) Washing and scrubbing of floor area with detergents.
- (ii) Removal of cobwebs, dusts, termites, insects, pests etc.
- (iii) Windows sponging and cleaning.
- (iv) Keeping ceiling and table/pedestal fans, air-conditioning grills dust free.
- (v) Cleaning of dustbins and buckets with detergents.
- (vi) Cleaning of sanitary wares by using reputed /branded products

12) Tea / Breakfast / Lunch/Dinner Timings – Officers/ Staff members would be served at VOFs and VEFs as per the following timings : Refer to 20.2 on page 34 and on indicative rate in Appendix to Scope of Work and decided by Lounge Committee of the Bank.

13. Maintenance of the VOFs will be ensured by proper cleaning, swabbing, change of linen periodically as advised by NABARD for a hygienic and clean environment Room fresheners and deodorants facilities to be made available in all the rooms, toilets and lounges.

Catering staff (Part I and Part II)

The contractor should employ minimum **eleven (11)** catering/cooking staff to ensure smooth catering services in the Bank premises as per details given in Financial Bid-Part II(B). The number of catering staff at any point of time shall not be less than **eleven (11)**. The deployment of cooking/ catering staff is given in Annexure F. The Bank shall not in any way, be responsible for terms of employment/engagement of kitchen as well as the service staff employed by the contractor or violation of any labour law.

The kitchen as well as the service staff shall be employed/engaged by the contractor and Bank shall not in any way, be responsible for their terms of Employment/engagement or violation of any labour law. The contractor shall inform of the service staff so employed/engaged. The staff shall be properly dressed in neat and tidy uniform, bearing name plates besides being courteous, well-mannered and attentive. They should be conversant with the basics of the trade and must have necessary experience of table service. One qualified manager/supervisor with decision taking capability as well as authority over the service staff should be present in the Bank during the service hours on working days and as per requirement of the Bank on any other day.

Bank reserves the right to demand change of any employee/worker if warranted. In case of leave taken by any personnel, it will be the responsibility of the contractor to ensure uninterrupted service/substitute arrangement. However, frequent change in the personnel has to be avoided.

Appendix to Scope of Work

Indicative prices of food items to be provided in the VOF				
Morning Breakfast				
Sr. no	Menu	Indicative Price (Rs.)		
1	4 pcs bread + 2 egg omelette+ Butter + Tea/Coffee/Butter Milk	50		
2	02 paratha + aachar + Curd + Tea/Coffee/Chac	50		
3	06 puri + sabzi + aachar + Tea/Coffee/Butter Milk	50		
4	Poha/Upma/Dalia + Chutney (Green + Cocunut) + aachar + Tea/Coffee/Butter Milk	50		
Afternoon / Dinner (Lunch / Dinner)				
Sr. No.	Type	Menu Items	Indicative Price (Rs.)	
1	Veg Thali	Daal + Sabzi + Rice + Chapati + Curd + Papad + Salad + aachar + sweet	70	
2	Special Thali	Daal + Paneer Sabzi/Egg curry + Rice + Chapati + Curd + Papad + Salad + aachar + sweet	110	
3	Non Veg Thali	02 pcs. Chicken/Fish/Egg curry + Daal + Rice + Chapati + Papad + Salad + aachar + Sweet	120	
*On Wednesday/Friday/Sunday, one chicken/fish/egg curry item as per demand				
Other Items				
Sr. No.	Item	Quantity	Indicative Price (Rs.)	
1	Stuffed Paratha	01 pc	12	
2	Bread Toast	02 pcs.	15	
3	Boiled Egg (Farm)	01 pc	10	
4	2 egg Omelette	01 pc.	25	
5	Curd	01 bowl/100 gms	20	
6	Milk	01 glass/200 ml	20	

7	Tea/Coffee/ Green Tea/ Lemon Tea (accompanied with Biscuits)	01 cup/150ml	15	
8	Samosa/Pakode	01 plate	20	
9	Lassi	01 glass/200 ml	20	
10	Nimbu Pani/Butter Milk	01 glass/200 ml	15	
11	Roasted Cashew/Almonds	25 gms	50	
12	Maggi	01 plate	25	
13	Fruit Plate	300 gms	60	
14	fruit Shake	01 glass/200 ml	30	
15	Cold coffee	01 glass/200 ml	40	
Any other packaged food Indicative Price = MRP + 10% service charge				
Indicative prices for food items, snacks, breakfast, lunch etc. to be provided in Regional Office (Officer's Lounge & Staff Canteen)				
Tea & Snacks for Meetings				
Sr. No	Items	Quantity	Indicative Price (Rs.)	
1	Tea/Coffee/ Green Tea/ Lemon Tea (accompanied with Biscuits)	01 cup (150ml)	12	
2	Nimbu Pani/ Butter Milk	01 glass/200 ml	12	
3	Chips	20 gms	10	
4	Roasted Cashew/Almonds	25 gms	50	
5	Sweet	01 pc.	30	
6	flavoured Lassi	01 glass/200 m	20	
7	Fruit plat (03 fruits)	01 plate	50	
Any other packaged food Indicative Price = MRP + 10% service charge				
Lunch / Dinner for Meetings (Unlimited)				
Sr. No	Items	Normal	Executive	Special
1	Soup	1	1	1
2	Green Salad/papari chaat/sprouts etc.	2	2	3

3	Papad/fryam	2	2	2
4	Plain Curd/Raita/Dahi vda	1	1	1
5	Seasonal Veg/Mix Veg/Kofta	1	1	1
6	Paneer Dish	1	1	1
7	Chicken/Fish/Mutton Curry	0	1	2
8	Tawa Roti/Naan (with or without butter)/poori/Missi roti/ bazara or makka roti	2	3	4
9	Rice/Pulav	1	1	1
10	Daal/Rajma	1	1	1
11	Aachar	1	1	2
12	Sweet/Ice cream	1	1	2
	Total Indicative Price (Rs.)	220	270	350

Menu For Lounge in Office

Breakfast	Indicative Menu	Indicative Price (Rs.)
Daily	Bread+ Omelette+Saouce	40
Monday	Aaloo parantha + Curd + Aachar	40
Tuesday	Parantha + Aaloo ki sabzi + Curd + Aachar	40
Wednesday	Veg Poha+ Upma+ Green Chutney + Nariyal Chutney	40
Thursday	Puri + Bhaji + Curd+ Aachar	40
Friday	Idali/Vada + Sambhar + Green Chutney + Nariyal Chutney + Aachar	40
Saturday	Paneer parantha + Curd + Aachar	40
Sunday	Puri + Chole + Curd + Aachar	40
Lunch		
Monday	Arhar daal + Veg. sabzi + roti + rice + curd/Raita + papad/fryam + salad + aachar + Sweet	100
Tuesday	Mix daal /rajma+ veg kofte + roti + Jira rice + curd/Raita + papad/fryam + salad + aachar + fruit Custard	100
Wednesday	daal makhni + paneer butter masala + roti + fried rice +curd/Raita + papad/fryam + salad + aachar + sewai	100
Thursday	kadhi pakora + Veg sabzi (gravy) + roti + plain rice + curd/Raita + papad/fryam + salad + aachar + halwa	100
Friday	Chole/ Kale chane + beans ki sabzi + roti + matar rice + curd/Raita + papad/fryam + salad + aachar + sweet	100
Saturday	chana daal + palak paneer + roti + rice + curd + papad + salad + aachar + kheer	100

Sunday	rajma + aaloo gobhi sabzi + roti + rice + curd + papad + salad + aachar + kheer	100
Dinner		
Monday	Masoor daal + Veg sabzi + roti + rice + curd + papad + salad + aachar + kaju katli	100
Tuesday	arhar daal + Veg sabzi + roti + rice + curd + papad + salad + aachar + kheer	100
Wednesday	Mix daal + Veg sabzi + roti + rice + curd + papad + salad + aachar + sewai	100
Thursday	Chana daal + veg sabzi + roti + rice + curd + papad + salad + aachar + sooji halwa	100
Friday	Rajma + Veg sabzi + roti + rice + curd + papad + salad + aachar + milk cake	100
Saturday	Kadhi pakora + Veg sabzi (gravy) + roti + rice + curd + papad + salad + aachar + kheer	100
Sunday	arhar daal + matar paneer + roti + rice + curd + papad + salad + aachar + sewai	100
* Seasonal fruits should always be there in stock and provision of fruit salad may be made		
# On Wednesday and Friday, based on the demand, chicken/fish/mutton/egg cuisine to be prepared (Non veg thali indicative price - Rs. 120/-)		

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

- For any events/meetings if outside food is required to be served, the contractor will have to procure and serve the same. Payment will be reimbursed to him/her and a service charge of 10% over and above the cost of material will be paid, provided that the original bill is produced. The service charge will include all charges like procurement, serving, taxes etc.
- Mouth freshener like roasted saunf crystal sugar, tooth pick to be kept post lunch and dinner.
- Caterer is permitted to sell the food items in a la carte rate or in the combined forms lunch/snacks.
- Edible Refined Oil should be of branded companies like Saffola/ Sundrop/ Fortune/ Dhara/ Sweekari only.
- Edible Mustard Oil should be of branded companies like P Mark/ Fortune/ Dhara/Patanjali only.
- Spices of branded companies like Catch / MDH / Everest only
- Wheat Flour of Ashirwad/ Annapurna/ Nature Fresh/ Pillsbury/ Shakti Bhog only.
- Rice should be of branded companies like Kohinoor/ India Gate / Lal Mahal/ Dobraj/ Lazbab only.
- Cereals should be of good quality.
- Raw vegetables should be of good quality and should be properly washed before cooking.
- Common Salt, Black Pepper, Chat Masala of Catch brand (to be kept on dining tables).

SPECIAL INSTRUCTIONS

1. The deployment of manpower is as per **Annexure F** which may be flexible and could be changed depending upon the work and decision of NABARD will be binding on the contractor.
2. All contractor staff deployed in NABARD for the said works must be suitably trained with experience to perform duties entrusted to them, and must be in proper uniform at all times. The staff must be polite and may be trained for the behaviour in the office
3. NABARD shall not be responsible to the contractor's workers in any manner whatsoever. The behaviour of the workers will be polite and no complaint in this regard shall be entertained. Contractor shall be responsible for any complaints in this regard.
4. Payment for the additional/payable items, not covered as above, will be made as per Rate Analysis based on the market prices supported by documentary proof with a maximum of 10% towards contractor's overhead profit plus applicable taxes, etc. The final rates (inclusive contractor's profit) of the items will be finalized by NABARD.
5. Contractor shall follow the prescribed formats/procedures for receiving complaints, receiving the work slips duly sanctioned and preparation of bills etc. as stipulated by NABARD from time to time.
6. Failure of staff to report for duty: All complaints (on food quality/quantity/ service response) shall be attended to immediately on receipt of complaints/information. If, however, a complaint remains unattended merely due to negligence of contractor's staff, the same shall be got done through a different agency at contractors cost and recovered from his bill.
7. The property will be handed over to the Contractor for catering/VOF/VEF works on 'as is where is' basis and the contractor shall be required to carry out pending works at his cost and continue to ensure proper service to a reasonably satisfactory level.
8. All complaints shall be attended within 24 hours of receipt of complaints. If any complaint is likely to take more time for its resolutions, the same shall be brought immediately to the notice of the Care take/Protocol & Security Officer/Department.

09. Working Days & Hours

All the days of a month. However, the labours as assessed above should be deployed in such a manner that no labour shall be required to work without a day's weekly rest and for more than 26 days a month.

10. Discipline in Performance

- i. **Experience:** All labourers should have the experience of doing work in their respective field in a similar or better work situations.
- ii. **Wearing uniform:** They must be in proper uniform during the duty hours. The contractor should provide adequate set of uniforms (minimum two sets per year) of quality fabric to the labourers. The colour and design of the uniform shall be prescribed by the Bank. The uniform shall have to be properly maintained and worn by the labour properly cleaned along with hair cap.
- iii. **Removal of Labours:** The contractor shall immediately remove a labour if asked for by the Bank on the grounds of non-performance of duty, incompetence, indiscipline, misconduct, indulging in illegal activities, causing damage to the property etc. Such

labour should not be redeployed without prior clearance from the Bank. However, if the contractor wishes to remove a labour he should do it with prior intimation to the Bank citing valid reason.

iv. Compliance with Instruction of the Principal Employer: The agency has to carry out the jobs as per instructions issued by the authorised officials of the Bank. In case of failure to do so the contractor has to compensate the expenses incurred by the Bank for carrying out the deficient job along with 15% extra towards penalty. Such amount shall be liable for recovery from any amount payable to the agency. But, repeated failures by the agency may render to the contract liable for termination and forfeiture of RMD.

11. Compliance with Labour Laws

The agency is required to strictly comply with all the statutory requirements relating to labour like payment of minimum wages, ESI, PF, workmen compensation , insurance etc. and complying with all such requirements shall be the sole responsibility of the agency and NABARD, in no way, shall be liable for non-compliance with such statutory obligations.

a) In no case the minimum wage for the persons engaged should be less than the central or state rate whichever is higher, for 26 days a month. The contractor shall be entitled to claim the differential wage as and when the minimum wage is revised by the appropriate government.

b) Besides the minimum wage EPF, ESI and bonus at the statutory rates has to be paid to all the contract labours.

c) All works shall be carried out under the guidance of Bank's Security Officer & CT/ACT in charge.

12. The monthly maintenance charges shall cover all sundry works and replacement of related minor materials for proper maintenance of the buildings and related services to the reasonably satisfactory level and the cost of each replaced item of work as per amount/ details mentioned in the respective Scope of Works and Bill of Quantities at one location for work will not be considered for extra payment, subject to provisions in the scope of works during the repair/replacements. The cumulative cost of such items shall be covered under amount quoted in maintenance charges. The decision of Bank is final in this respect and not disputable. However, works costing more than the stipulated ceiling shall be paid extra and decision of NABARD in this regard shall be final and binding.

NABARD reserves to change scope of work or the number of labour during the contract period.

Declaration by the Contractor

We / I have read and understood the Scope of Work and special terms and conditions for the Plumbing, Carpentry and Gardening AMC works in the entire Residential Colony (both inside and outside) 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:

Address:

(Signature of the Tenderer)

Name and Seal

ANNEXURE – E

Safety – Precautions

As a part of the Contract, the Contractor must satisfy the under mentioned safety requirements and must ensure at all times that these are followed without any deviations:

1. Smoking is prohibited at the workplace.
2. It is entirely the responsibility of the Contractor to see that safety appliances depending on the job are made available to his staff at Contractor's cost. A first aid box should be maintained by the contractor at the premises for his workers. If the contractor needs any suggestion on the matter, he can approach the Bank but any lapse on safety will be viewed seriously.
4. The Contractor shall ensure that the persons posted for the work are well conversant with the operation of fire extinguisher.
5. The Contractor shall take all precautions to avoid accident and causes of accident. He must be careful regarding safety during working of his staff in the premises.
6. 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.
7. The bank shall not carry any responsibility in case of any accident to his worker in the premise due to negligence of his workers or lack of safety provided to them by and the Contractor.

Declaration by the Contractor

We / I have read and understood the Safety code for the cooking and catering AMC works of catering services at Officers Lounge, Staff Canteen, VOFs, VEF & its Maintenance 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)

Name and Seal

Requirements of Manpower

Present requirement of staffs for our Regional Office Premises/VOF/VEF below:

Sr. No.	Description	Number of Staff
1	Office Premises and office VOF	
	Supervisor (Skilled)*	1
	Cook (Skilled)**	1
	Support Staff (Un-skilled)	2
	Support Staff at each floor (4 floors) (Un-Skilled)	4
2	Colony VOF and VEF	
	Cook-VOF/VEF(Skilled)**	1
	Support Staff-VOF/VEF(Un-skilled)	2
	Grand Total	11

***Supervisor-** The supervisor must possess adequate educational qualification (minimum 12th Pass) for the role. The person should be able to read, write and interpret the things properly to manage as per the scope of work. They should also have the managerial skill to manage the manpower for executing scope of work.

****Cook-** Persons having certification in culinary arts or similar trades and having experience of atleast 03 years in hotels/restaurants/mess related fields (relevant certificate to be attached).

Total Manpower

(a) Skilled-Supervisor : 01 (b) Skilled-Cook : 02 (c)Un-skilled: 08

Note: All the deputed contract staffs should have their own conveyance arrangement for travel. No additional payment will be made towards their transportation charges. The contractor shall quote service charges accordingly. NABARD will have discretion for deployment of manpower in NABARD's any premises, if any when required.

The Employer can decrease any quantities to any extent as per requirements and the contractor will be paid the service charge only on the pro- rata basis calculation as indicated in the financial bidding. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account.

DRAFT AGREEMENT FOR MAINTENANCE CONTRACT

(on a Non – Judicial Stamp paper of Rs.500/- after award of contract)

THIS AGREEMENT is made at Bhopal on this _____ day of _____ 2024

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Madhya Pradesh Regional Office at E 5 Arera Colony, Bittan Market, Bhopal 462 016, hereinafter referred to as “NABARD” (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the ONE PART

AND

M/s., a firm/society/company registered/incorporated under the Companies Act, 1956 and having its registered office athereinafter referred to as the ‘Contractor” which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, liquidators, administrators and assigns) of the OTHER PART. (NABARD and the Contractor are collectively hereinafter referred to as “the parties”)

WHEREAS

(1) NABARD, being desirous of outsourcing the works relating to **Providing Catering Services at Officers Lounge, Staff Canteen, VOFs, VEF & Maintenance thereof** in Madhya Pradesh Regional Office Premises at NABARD MPRO, E-5 Arera colony, Ravishankar Nagar, bhopal 462 016 (hereinafter collectively referred to as “the said Premises”) for the period 01.07.2024 to 30.06.2026, had, vide its letter No.dated, issued a “Notice Inviting Tender” (hereinafter referred to as “the NIT”) inviting bids for providing the said works at the said Premises. A copy of the NIT is annexed herewith and to be read as part and parcel of this Agreement.

(2) The Contractor had, vide its letter dated, submitted its Tender for undertaking the said works at the said Premises.

(3) NABARD, vide its Letters of Intent No.dated had selected the Contractor for carrying out the said works at the said Premises.

(4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

NOW, THE AGREEMENT WITNESS THAT IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:-

1. The contract shall commence from 01 July.2024 and shall continue till 30 June 2026 unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of Rs..... Lakh per annum for the said period to the Contractor for carrying out the said works in the said Premises as per the details given in Scope of Work in the tender. The rate will remain fixed throughout the entire period of contract i.e. till 31.06.2026 and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled/semiskilled/unskilled labour, the rates will be revised as per the revision in minimum wages as announced by State/Central Govt. whose rates are adopted. NABARD will make payments only after the satisfactory completion of the periodic services on monthly / quarterly basis as indicated in the tender document. The contractor will implement and operationalize web based / app based complaint registration system if supplied by NABARD. No payment will be made by NABARD to the contractor in this regard.

2. The contract may be extended for further period/s after the expiry of the initial period i.e. 30.06.2026 as indicated in the tender document. NABARD shall, in that event, make a request in writing in this behalf to the Contractor one month prior to the expiry of the current contract/extended contract and upon such request, the Contractor shall provide the said works at the said Premises, on the same terms and conditions or with some addition /deletion/modification, for a further specific period, mutually agreed upon by the parties.

3. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.

4. The Contractor should make discreet inquiries about the character and antecedents of the persons whom they are deploying in NABARD. The Contractor shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.

5. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by:-

- i) List of individuals deployed
- ii) Bio-Data containing educational qualifications and previous experience/s, date of birth, etc.
- iii) Certification of verification of antecedents of persons by local Police authority.
- iv) Identity Cards bearing photograph.

6. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in Annexure F of the tender document. No additional payment shall be made if the contractor keeps more staff for completing the pending work or if minimum staff strength is not able to perform satisfactorily as per the contract provision. All deployed manpower shall wear Identity card/s provided by the office

every day during working hours. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.

7. The said works at the said Premises, which will be entrusted to the Contractor from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.

8. The Contractor shall, for all intents and purposes, be the “Employer” within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him and deployed in NABARD shall remain under the overall control and supervision of the Contractor. The persons deployed by the Contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The Contractor’s personnel shall not claim any benefit/compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

9. The Contractor shall promptly and timely obtain all such consents, permissions, and approvals, licenses including necessary Licenses from Municipal Authority etc., as may be necessary or required for carrying out the said works in the said Premises in accordance with this Agreement. The Contractor shall also inform and assist NABARD in procuring any registration, permissions or approvals, which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act 1970 and the Rules and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and / or renewed from time to time throughout the currency of this Agreement.

10. All persons deployed by the Contractor in NABARD will be subjected to security check by the NABARD while entering and leaving the premises. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.

11. The Contractor shall attend to complaints relating to the said work received from the employees of the NABARD and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.

12. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.

13. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions/duties, or for payment towards any compensation.

14. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABARD or its employee is made party and is

supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor 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.

15. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD. It will be the responsibility of the contractor for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.

16. The Contractor shall provide suitable uniforms consisting of tools, Shoes, Dress, and Sweater to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as gloves, masks, etc.

17. The Contractor, wherever and whatever material is provided by NABARD, shall use it properly. Any improper use leading to wastage / pilferage shall be made good by the Contractor to NABARD.

18. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed by the Contractor if they sustain any injury etc., while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy) 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.

19. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, and administrative / organizational matters as all are of confidential/secret nature.

20. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.

21. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.

22. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the Officials of Madhya Pradesh RO, NABARD so that optimal services of the persons deployed by the Contractor could be availed without any disruption.

23. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case of delay in attending the work or providing the

substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.

24. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/conflict of interest/misconduct.

25. In case, the manpower deployed by the Contractor commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD, remove him/them from the said Premises.

26. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in the State of Madhya Pradesh /GoI, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.

27. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are released before the 7th day of the following month in the presence of NABARD's representative, irrespective of receipt of payment from NABARD.

28. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.

29. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

30. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to NABARD or any other authority under law.

31. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees /agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

32. The Contractor will have to deposit a security amount of Rs.....(Rupees.....) via NEFT/RTGS for NABARD Plumbing, Carpentry and Gardening Works in the account details provided in the tender, covering the period of this Agreement. In case, the Agreement is further extended beyond the initial period, the security deposit would be retained.

33. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.

34. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.

35. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.

36. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.

37. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.

38. If the services of the contractor are not found satisfactory, the contractor will be given one month notice to improve his services. If the contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the contractor firm can terminate the agreement by giving three months' notice in advance. If the Contractor fails to give such three months' notice in writing for termination of the agreement, then the Security Deposit will be forfeited. Notwithstanding anything contained in this Agreement, the Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till the date of termination this agreement.

39. On the expiry or early termination of the Agreement, the Contractor will withdraw all its personnel without in any way causing any damage to the said premises and the property therein and clear their accounts by paying them all their legal dues. The persons deployed by the contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in NABARD.

40. Notwithstanding anything contained therein the labour, workmen, supervisors and other employed persons by the Contractor for the purpose of the works shall for all purposes be regarded as the Contractor's employees. Therefore, neither the contractor nor any of such employees shall have any right to complain or claim against the bank. NABARD shall have no

concern with them and shall not be liable to make any payment to or any contribution on account of them.

41. The reference to the Chief General Manager, NABARD in the agreement shall mean the Chief General Manager, holding charge of NABARD, Madhya Pradesh Regional Office, Bhopal and shall include, in respect of any power exercisable by them under this agreement any officers of NABARD designated by them in that behalf.

42. Resolution of disputes

- a) This Agreement shall be governed by and construed in accordance with the laws of India.
- b) Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representative.
- c) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, such unsettled dispute or difference shall be referred for arbitration by sole arbitrator, mutually agreed upon by the parties, in accordance with the Arbitration and Conciliation Act, 1996.
- d) The venue of the arbitration shall be at **Bhopal**.
- e) The language of arbitration shall be English.
- f) Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

43. Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

44. This Agreement, its Annexures and the whole tender document constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the

terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

45. This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.

46. The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies.

47. In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorized officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered

Signed, sealed and delivered

By Shri _____
DGM/ AGM
For & on behalf of NABARD

by Shri _____
the duly authorized signatory for & on
behalf of the Contractor

In the presence of
1.....
2.....

In the presence of
1.....
2.....

INDEMNITY BOND

(on a Non – Judicial Stamp paper of Rs.500/- after award of contract)

KNOW all men by these presents that I, Shriof M/sdo hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at C-24, G Block, Bandra-Kurla Complex, Bandra (E) Mumbai-400051 and Regional Office at E-5 Arera Colony, Bittan Market Bhopal, Madhya Pradesh 462 01 and M/s..... having their office at on this day of 2024.

WHEREAS NABARD have appointed M/s.....as the Contractor for their proposed work relating to “Maintenance contract for work of Electric Sub-Station, Electrical Installations and Water Pump Operations in Madhya Pradesh Regional Office Premises at NABARD MPRO, E-5 Arera colony, Ravishankar Nagar, bhopal 462 016 ”.

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/s.....hereby do Indemnify and keep indemnified and harmless NABARD, its officers, servants, agents and other authorized persons against and from

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

IN WITNESS WHEREOF THE M/s.....has set his/their hands on thisday of..... 2024.

SIGNED AND DELIVERED BY THE AFORESAID M/s
IN THE PRESENCE OF WITNESS:

- (1).....
- (2)

Signature of the authorized signatory of the contractor/ Tenderer

Annexure I

(ON THE LETTER HEAD OF THE BIDDER)

DECLARATION

To
The Chief General Manager
NABARD
Madhya Pradesh Regional Office
Bhopal

Sir,

1. I / We hereby declare that I/We have read and understood the General Instructions, General Conditions of Contract, detailed specifications and the conditions of work, etc. and hereby agree to abide by them.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, 1976 and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We hereby confirm that the bid shall remain in force and valid for acceptance for a period of not less than 90 (Ninety) days from the date of opening of the tender.
5. I/We have not been blacklisted by any central/state Government organization or PSU, for whatsoever reason.
6. I/We declare that, I/We have not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax and that the bidder has not been blacklisted by any central/state Government organization or PSU, for whatsoever reason. In case if it is found at later stage that the bidder is a blacklisted company declared by any Govt. Department than the works may be withdrawn, and EMD/ BID security shall be forfeited.
7. I/We also declare that there are no any cases with the police/ Court/ Registered Authority against me us and we have not been prosecuted of suffered any penalty for violation of any statutory laws by any authority.

Date:

Place:

Name of the firm/Agency_____

Seal & Signature of the Bidder

Note: Tenderers should note that any additions, deviations, clarifications, etc. which they would like to bring to the attention should invariably be put in a separate sealed covering letter. They should also make sure that only relevant entries asked for should be made within the tender documents. Entries other than the relevant entry shall make the tender invalid.

(Annexure J)

PRE CONTRACT INTEGRITY PACT**(On non-judicial Stamp Paper of Value Rs 500/-)****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of ___ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri _____ (Hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Employer proposes to outsource manpower services for Maintenance contract for work of Electric Sub-Station, Electrical Installations and Water Pump Operations in Madhya Pradesh Regional Office Premises at NABARD MPRO, E-5 Arera colony, Ravishankar Nagar, bhopal 462 016 for two years w.e.f 01/08/2024 to 31/07/2026 and the BIDDER/Seller is willing to offer the services and

WHEREAS the Tenderer is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No.C-24, Block ‘G’, Bandra-Kurla Complex, Bandra (East), Mumbai.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and

agree as follows :

Enquiry being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during an pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official **Commitments of the BUYER**

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the

Bank.

BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.

BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986.

The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of

the BUYER.

Previous Transgression

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Earnest Money (Security Deposit)

While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments.

Bank Draft or a Pay Order in favour of _____

A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

Any other mode or through any other instrument (to be specified in the RFP)

The Earnest Money/Security Deposit shall be valid up to a period of two years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanctions for Violations

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

The Earnest Money Deposit (in pre-contract stage) and/or Security

Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened

Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

The BUYER will be entitled to take all or any of the actions mentioned at para 6a(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provisions of the Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Fall Clause

The BIDDER undertakes that it has not supplied/s not supplying

similar product/systems or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Independent Monitors

The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission Name and Address of Independent Monitor

Shri Jagdeep Kumar Ghai, PTA & FE (Retd), Flat No 1032 A Wing, Vanashree Society, Sector 58 A & B, Palm Beach Road, Nerul, Navi Mumbai, 400706, email jkghai@gmail.com, Mob: 9869422244

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The BUYER will provide to the Monitor sufficient information about all Meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise submit proposals for correcting problematic situations.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

The Parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer
Designation

BIDDER
Chief Executive Officer

NABARD
Witness

Witness

1. _____

1. _____

2. _____

2. _____

*Provisions of these clauses would need to be amended /deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers

Annexure K**CLIENT's CERTIFICATE REGARDING PERFORMANCE OF SUCCESSFUL BIDDER**

Name and address of the Client

Details of Works executed by Shri/ M/s

1.	Name of work with brief particulars	
2.	Agreement No. and date	
3.	Agreement amount	
4.	Date of commencement of work	
5.	Stipulated date of completion	
6.	Actual date of completion	
7.	Details of compensation levied for delay(indicate amount)if any	
8.	Gross amount of the work completed and paid	
9.	Name and address of the authority under whom works executed	
10.	Whether the Bidder employed qualified Supervisor during execution of work?	
11.	i)Quality of work(indicate grading)	Outstanding/ Very Good/ Good/ Satisfactory / Poor
	ii) Amt. of work paid on reduced rates, if any.	
12.	i)Did the bidder go for arbitration?	
	ii)If yes, total amount of claim	
	iii)Total amount awarded	
13.	Comments on the capabilities of the Bidder.	
	a)Technical proficiency	Outstanding/ Very Good/ Good/ Satisfactory / Poor
	b)Financial Soundness	Outstanding/ Very Good/ Good/ Satisfactory / Poor
	c)Mobilization of adequate T&P	Outstanding/ Very Good/ Good/ Satisfactory / Poor

	d)Mobilization of manpower	Outstanding/ Very Good/ Good/ Satisfactory / Poor
	e)General behavior	Outstanding/ Very Good/ Good/ Satisfactory / Poor

Note: All columns should be filled in properly

“ Countersigned”

Signature of the Concerned Officer with Office seal

Financial Bid- Part-II**Price Bid****Calculation of Minimum wages Fixed Monthly Charges for Part-I of the Tender**

1		Skilled(Supervisor) 1		
Item	Rate	Days	Monthly wages	Annual Wages
Basic Wages (For 26 days)	862	26		
EPF	13% up to 15000	1950		
ESI	3.25% Max. limit 21000	0.00		
Bonus	8.33 % Max. limit 21000	0.00		
Total per workers				
Total Skilled workers wages			1	

2		Skilled (02 Cook)		
Item	Rate	Days	Monthly wages	Annual Wages
Basic Wages (For 26 days)	862	26		
EPF	13% up to 15000	1950		
ESI	3.25% Max. limit 21000	0.00		
Bonus	8.33 % Max. limit 21000	0.00		
Total per workers				
Total Skilled workers wages			2	

3		Un-Skilled (08 worker/helper)		
Item	Rate	Days	Monthly wages	Annual Wages
Basic Wages (For 26 days)	454	26		
EPF	13% up to 15000	1535		
ESI	3.25% Max. limit 21000	384		

Bonus	8.33 % Max. limit 21000	983		
Total per workers				
Total Un-Skilled workers wages		8		

Total wages for one year (1+2+3)		
Total wages for 02 year service charges (%)		
Grand total of 02 years of Minimum wages Fixed Monthly Charges		

*Rates derived from GoI minimum wage rules for **Building Operations**.

Amount calculated is exclusive of GST.

Note: The minimum wage component is subject to change based on the notifications/orders issued by Government of India from time to time.

Note:

1. Bidders are advised to consider APPENDIX TO SCOPE OF WORK, Appendix to scope of work and the tentative monthly consumption of the items, Fixed Monthly Charges and market rates while quoting the rates for the items in the Part-II(A,B) (Financial Bid).
2. Rate quote for all items may be mentioned after inclusive of all the taxes and exclusive of GST. Also, the rates quoted should be as indicated for the Menu in APPENDIX TO SCOPE OF WORK.
3. The Bank will not give any commitment on the tentative average monthly consumption of items as mentioned above.
4. The rates quoted by the tenderer should be per unit.
5. Caterer is required to quote the price mandatorily for each item.
6. Any column in price bid part II not filled properly are liable for rejection at the discretion of NABARD.