

ANNUAL MAINTENANCE CONTRACT FOR (i) PLUMBING & CARPENTRY FOR OFFICE BUILDING & RESIDENTIAL Quarters AND (ii) HOUSEKEEPING AND CATERING ARRANGEMENTS AT NABARD VISITING OFFICERS' FLAT (VOF)



**Department of Premises, Security and Procurement,
NABARD, Bihar Regional Office
4th and 5th Floor, B Block,
Mauryalok Complex, Dak Bunglow
Road, Patna – 800001
dpsp.patna@nabard.org**

Date of issue of tender document	17-08-2022
Pre Bid Meeting with bidders	23-08-2022 (16:00 Hrs.)
Due date and time for submission of tenders	31-08-2022 (17:00 Hrs.)
Date and time of opening technical bids	01-09-2022 (After 17:30 Hrs) or later as convenient to NABARD
Date and time of opening of BOQ/ price bids	After final evaluation of Technical bids or later as convenient to NABARD

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PART – 1 Technical Bid

1. NOTICE INVITING TENDER

ANNUAL MAINTENANCE CONTRACT FOR (i) PLUMBING & CARPENTRY FOR OFFICE BUILDING & RESIDENTIAL Quarters AND (ii) HOUSEKEEPING AND CATERING ARRANGEMENTS AT NABARD VISITING OFFICERS' FLAT (VOF)

1. National Bank for Agriculture and Rural Development (NABARD), Bihar Regional Office intends to award the **Annual Maintenance Contract for (i) Plumbing & Carpentry for Office Building & Residential Quarters and (ii) Housekeeping and Catering Arrangements at Nabard Visiting Officers' Flat (VoF) for the contract period 01st October 2022 to 31st March 2024**. For this, a two stage-bidding process under GeM i.e. Technical Qualification with respect to Techno- Commercial aspects and Competitive Rates is being followed. Tender documents can also be downloaded from our website www.nabard.org as well as [CPPP portal](#) under the tender column. Contractors registered on GeM may only apply.
2. National Bank for Agriculture and Rural Development (NABARD) has its Bihar Regional Office at 4th and 5th Floor, B Block, Mauryalok Complex, Dak Bunglow Road, Patna-800001. The total number of required manpower and the services to be provided are detailed separately in the tender. Bidders are advised to go through the tender documents carefully before quoting the rates. *The tenderers are advised to visit the site, conduct survey of the existing conditions so as to familiarize themselves with the nature and scope of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.*
3. Tenderers will apply on GeM only. The PART-I (Technical Qualification Bid) of the tender shall contain Technical Qualification bid (**as per Section I, II, III & IV**), along with proof of having submitted EMD; and terms & conditions in prescribed tender document. **The PART-II of the tender shall contain only the financial bid in the prescribed format in GeM.** No other terms & conditions should be there in the financial bid. If any terms & Conditions are stipulated in the tender document, the tender shall summarily be rejected.
4. The PART-I (Technical Qualification Bid) of the tender shall be opened first on **01st September 2022** as per GeM procedure. Based on the Technical Qualification bid / tender, the financial bids (Part-II) for competitive rates of eligible bidders will only be opened / considered.
5. NABARD reserves the right to accept or reject any tender, in whole or in part and it is not binding on the part of the NABARD to accept the lowest (L1) or any tender.
6. Tenders, which do not fulfill 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, are liable to be rejected.
7. Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the **"The Chief General Manager, National Bank for Agriculture and Rural Development, Bihar**

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BIHAR REGIONAL OFFICE, PATNA



Regional Office, 4th and 5th Floor, B Block, Mauryalok Complex, Dak Bunglow Road, Patna- 800001” who will review the same and information sought if not clearly indicated or specified, NABARD will issue clarifications to all the tenderers which will become part of the Contract Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the date of submission of the Tender.

8. The tenderer shall deposit Earnest Money Deposit (EMD) amounting to **Rs.51,960/- (Rupees Fifty one thousand nine hundred and sixty only)**, by directly crediting the amount in our VAN Account as per the details given below, failing which, the Tender shall be rejected. No interest shall be paid on the EMD submitted by the bidders. EMD of unsuccessful bidders would be refunded after the award of work to the successful bidders. We request you to give us a copy of the acknowledgement crediting our Account along with tender document failing which the tender will not be considered for acceptance. MSME, NABARD empaneled vendors and other eligible organizations will be exempted from EMD clause as per prevailing Govt. instructions upon submission of proof.

9. The details of account of NABARD are furnished below:-

Name of Account: National Bank for Agriculture and Rural Development

Account Number (VAN): NABADMN25

Bank Name: NABARD

Branch Name: HEAD OFFICE, MUMBAI

IFS Code: NBRD0000002

10. Validity of offer should be 90 days from the date of opening of price bids. However, the rates quoted by the successful bidder would remain firm until the end of the contract period i.e. up to **31st March 2024** except only if the minimum wages are revised and contract rates are different from the revised minimum wage rates or change in GST / statutory taxes and subject to other terms & conditions mentioned elsewhere in the tender.

11. The successful tenderer will be required to submit **@5%** of the accepted value of tender (total value of the contract for one year), as Security Deposit within 15 days of award of work, which will be reckoned towards the Retention Money Deposit (RMD).

12. The RMD 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.

13. A Pre-bid Meeting shall be held on **23rd August 2022 at 16:00 hours** in the office of NABARD, Bihar Regional Office, 4th and 5th Floor, B Block, Mauryalok Complex, Dak Bunglow Road, Patna. Perspective bidders are invited to attend the meeting after visiting the site for clarification of your doubts / queries, if any. The owner/representative attending the meeting should carry the Letter of Authorization from their organisation as per Annexure-I.

14. Intending bidders have to arrange for execution of pre-bid pre-contract Integrity Pact

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(as per relevant stamp act of the state) failing which the tender will be rejected. All prospective bidders / vendors have to enter into an Integrity Pact with the Bank otherwise, they will not be eligible to participate in the tendering process. The pre-contract Integrity Pact should be submitted in GEM portal (scanned copy of IP) and original copy may be submitted to “The Chief General Manager, NABARD, Bihar Regional Office, 4th and 5th Floor, B Block, Mauryalok Complex, Dak Bunglow Road, Patna-800001” on or before *31st August 2022*.

15. The following is the Independent External Monitors (IEMs) appointed by the Central Vigilance Commission.

Dr. Sanjay Kumar Panda, IAS (Retd)
515, Ward No.3 Sideshwar Sahi
Cuttack City, Cuttack district Odisha 753 008

16. This Notice Inviting Tender (NIT) shall also form part of the Tender Document. In case of contradiction between the rules / provisions of this tender document and those of GeM portal, preference shall be given to the rules / provisions given in our tender document.

Yours Faithfully,

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(Baidya Nath Singh)
Assistant General Manager

2. PRE-QUALIFICATION CRITERIA

INSTRUCTIONS TO THE TENDERERS FOR FURNISHING INFORMATION
AS A PART OF PRE-TENDER QUALIFICATIONS ELIGIBILITY CRITERIA

Please note that pre-bid pre-contract integrity pact (as per format enclosed as Annexure III) is invariably to be submitted along-with BID failing which the tender shall be out-rightly rejected.

1. The work involved is Annual Maintenance Contract for (i) Plumbing & Carpentry for Office Building & Residential Quarters and (ii) Housekeeping and Catering Arrangements at Nabard Visiting Officers' Flat (VoF) for the contract period **01st October 2022 to 31st March 2024**. Scope of work and services to be provided are indicated in the "**SPECIAL TERMS AND CONDITIONS – Scope of Work (Part A)**" and "**Scope of work (Part B) – Illustrative**" of this tender. *The tenderers are advised to visit all the sites, conduct survey of the existing arrangements to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.*

2. The contractors should have experience of similar works during the last **3 years** (ending 31.03.2021) and who fulfill the following criteria are eligible to tender: -

- Should have carried out **minimum 1 similar work** with Govt/PSUs during last 3 years (ending 31.03.2021) with annual contract value (costing individually) not less than **80% of estimated annual tender value**.

OR

- Should have carried out **minimum 2 similar works** with Govt/PSUs during last 3 years (ending 31.03.2021) with annual contract value (costing individually) not less than **50% of estimated annual tender value**.

OR

- Should have carried out **minimum 3 similar works** with Govt/PSUs during last 3 years (ending 31.03.2021) with annual contract value (costing individually) not less than **40% of estimated annual tender value**.

3. The tenderers should have average Annual Turnover of **Rs.12.90 lakh** each year during the last three years ending **31 March 2021** supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.

4. The tenderers should have applicable registrations PAN, TIN, TAN, GST, etc. supported with documentary evidence and licenses, permissions, approvals issued by appropriate authorities such as Labour enforcement and other

Statutory authorities, wherever applicable and furnish copies of the same with tender (with the Pre-Qualifying Bid).

5. Agency should have a valid license/registration as per GOI instructions or from any other competent authority to operate a manpower agency in the State of Bihar and similarly registration with appropriate competent authority. Tenderers to note that copies of licenses and registration are to be submitted with the Pre- Qualifying bid i.e. Part I. Tenders without required documents will be summarily rejected.

6. Service Charges claimed by contractor should include management and supervisory charges including Contractor's Profit, materials required on monthly basis wherever the tender requires the contractor to bear the cost of materials, tools and equipment as per requirement, uniform for labourers, other overheads, etc. Contractors may be advised to quote service charges after due diligence which should be reasonable and workable.

7. In order to ensure the statutory requirements, the bidders should have

- (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) The bidder shall, irrespective of number of persons employed, be registered under the relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 respectively.
- (iii) The bidder shall be registered with Income Tax and Goods & Services Tax (GST) authorities.
- (iv) An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax to be submitted.
- (v) Bids quoted with administrative/service charges less than or equal to the applicable TDS (IT-TDS and/or GST-TDS) would be treated as unresponsive and invalid, which are liable for rejection.
- (vi) Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.

8. Non-compliance of any of the conditions mentioned at 7(i) to 7(vi) mentioned above by the bidder will amount to non-eligibility for the service for which tender has been invited and such bids shall be summarily rejected.

9. The agency should, preferably, **have their own office within the city limits of Patna**. Tenderers are requested to submit the following documents in PART - I (Technical bid) for examining their qualification/suitability. Opening of PART - II (Financial Bid) will be subject to satisfying the prescribed eligibility criteria: -

- i) Copies of Work Orders and Satisfactory Service Certificates from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies, etc. **during the last three years**. "Similar Works"

means experience in executing Annual Maintenance Contract for (i) Plumbing & Carpentry for Office Building & Residential Quarters and (ii) Housekeeping and Catering Arrangements at Nabard Visiting Officers' Flat (VoF) for the contract period 01st October 2022 to 31st March 2024 in similar Government / PSUs / Public Sector Banks / Autonomous Bodies

ii) IT returns of last three consecutive financial years –2019-20, 2020-21 and 2021-22
iii) References of clients / particulars of bankers, specifying their names and contact Numbers (landline and mobile) and names of the contact executives / officials.

iii) GST/ PAN Registration Certificate.

10. Intending tenderers are required to submit their full bio-data giving details about their organisation, experience, personnel in their organization, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed statement which will be kept confidential.
11. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of tenderers to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.
12. If required, the Bank will obtain reports on past performance of the tenderer from his clients and bankers and evaluate the said reports before opening of the PART–II (Financial Bid) of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after qualifying the PART-I (Technical Qualification Bid) of the tender and PART-II of the tender will be rejected. The Bank is not bound to assign any reason for rejecting the tender.
13. After scrutiny of Part-I (Technical Qualification Bid), if any of the tenderers is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further and will be rejected.
14. Applications containing false and/or inadequate information are liable for rejection.
15. While filling up the application with regard to the list of important projects completed or on hand, the applicants shall only include those works which individually cost not less than the specified amount.
16. Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, Bihar Regional Office, 4th and 5th Floor, B Block, Mauryalok Complex, Dak Bunglow Road, Patna-800001.

17. Intending bidders have to arrange for execution of pre-bid pre-contract Integrity Pact as per the proforma given in the tender document (as per relevant stamp act of the state) failing which the tender will be summarily rejected.

I/We have read and understood the instructions contained herein above and are acceptable to us.

Date:

Place:

Address

Signature of the Tenderer with seal

Section-I-Basic Information

Sr No.	Particulars	Bidder's response
1	Name of the Tenderer/agency/ contractor and address of the registered office, telephone no., mobile no., fax no., email-id, and website address.	
2	Year of Establishment	
3	Type of the agency/ contractor (whether Sole Proprietorship/Partnership/Private Limited/ Limited or Cooperative Body etc.) Copies of supporting documents to be enclosed	
4	Name of the Proprietor / Partners / Directors of the agency/ contractor / Firm	1 2 3
5	Details of Registration a Whether Partnership firm, Company, etc. b Registering Authority c Date of Registration d Registration No.	a b c d
6	Whether registered/ empaneled for similar service with a Government/ Semi- govt / Municipal Authorities or any other public organisation b If yes, name of the authority c and since when?	(Yes/ no)
7	Work Experience a Details of work experience in tender required services b Documentary evidence of previous experience if any, of carrying out works for NABARD / RBI / Public sector banks / Government department / Semi Govt. department /Other Public Sector Undertakings at any other center should also be given.	

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8	a) Areas of business activities, other than tender required services, if any, and b) Place and address of such business	
9	a) Address of office through which the proposed work of the Bank will be handled; and b) Name & designation of In-charge	
10	Adequate and satisfactory evidence to indicate financial capacity of the person/ agency/ contractor to undertake the said work	
11	a) Names of bankers b) Full address of bankers c) Telephone (landline & mobile Nos), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed)	
12	Credit worthiness of the Tenderer & Turn Over during the specified period (Copies of IT deposit certificates such as copy of deposited Form 16 or any such other certificate along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed as proof of their credit worthiness and Turn Over for the last three years ending 31.03.2021)	<u>Annual turnover</u> Rs. _____ Rs. Rs. _____ Rs. Rs. _____
13	Number of supplementary sheets attached	
14	a) Whether any civil suit/ litigation has arisen in the contracts executed by the applicant during the last five years (Yes/No) b) If yes, please give following information (suit-wise/ project-wise): i. Name of the Project & Organisation ii. Nature of work iii. Work Order No. and Date iv. Present stage of work v. Value of contract vi. Brief details of litigation	

15	i. Permanent Account Number (PAN) ii. Goods and Service Tax Registration No. iii. EPFO Registration No. iv. ESIC Registration No. vi. Regional Labour Commissioner Registration (Copy of above documents to be enclosed)	
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Notes: Please attach self-certified copies of the following documents:

- a) Latest Income Tax Clearance Certificate
- b) IT Returns OR Audited Balance Sheet and Profit & Loss Account for the past three years.
- c) GST Returns for past three years

Signature of the Tenderer with seal & date

Section-II-Previous Experience

- a) List of important works executed by the firm during last three years costing **40% of estimated annual tender value** and above with experience in executing works of similar work in organisations / institutes / training establishments etc. (Please attach extra sheets if required).

S.No	Name of the work And Location	Nature of Work	Name & full postal address of the owner. Also indicate whether Government or Semi-Govt or PSU's	Contract Amount (Rs)	Whether work was left incomplete or contract was terminated from either side? Give full details.	Any other relevant information
(1)	(2)	(3)	(4)	(5)	(6)	(7)

- b) List of important ON HAND works costing **40% of estimated annual tender value** and above in the field of the tender required services. (Please attach extra sheets if required).

S.No	Name of the work And Location	Nature of Work	Name & full postal address of the owner. Also indicate whether Government or Semi-Govt. or PSU's	Contract Amount (Rs)	Whether work was left incomplete or contract was terminated from either side? Give full details.	Any other relevant information
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Section-III –

Plumber, Carpenter and Housekeeping and Catering (Cooks) Staff and their Experience

1. List of staffs & details about their technical qualifications, experience, etc. including that in the applicant's organization. (Please attach extra sheets if required).

S.No	Name	Age	Qualification	Experience	Nature of works handled	Date from which employed in the organisation	Any other relevant information, if any

2. **List of available tools, Equipment. (Applicable for Plumber and Carpenter Only)**
(Please attach extra sheets if required).

S.No.	Name of tools/ Equipment and Accessories	Total No. of units available with	Required no. of units to be spared for NABARD's work (to be kept in our premises)
(1)	(2)	(3)	(4)
1	Wall and Wooden Drilling Machine with full set of bits & accessories		02 (01 each for Office and Qtrs)
2	Other Plumbing/ Carpentry items (for day to work)		01 Set
3	Any other equipment's/items as required to carry out the job		As required
4	Other information if any		

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

Section-IV - Details of Bank Account

1.	Name of the Vendor/Firm	
2.	Name of the Account Holder	
3.	Address of the Vendor/Firm	
4.	Name of the Bank, Branch and Address	
5.	Bank Code and Branch Code	
6.	IFS Code of the Bank Branch	
7.	Type of Account (Saving/Current/Cash Credit)	
8.	Account Number	

Note: Please also enclose a CANCELLED CHEQUE in respect of above account number.

3. Selection Process

The selection of bidder will be as per Quality and Cost Based Selection (QCBS) Methodology

The details of methodology to be adopted for selection of bidder are as follows:

Quality and Cost Based Selection (QCBS)

Definition

In QCBS, initially the quality of technical proposals are evaluated/ scored as per the criteria announced in the tender document. Only those bona fide bids that have achieved at least the minimum specified qualifying score in quality of technical proposal are considered further. Subsequently, the commercial bids of those bidders who technically qualify through the process indicated above, are opened. A final combined score is arrived at by giving pre-defined relative weightages for the score of quality of the technical proposal and the score of financial proposal. The weightage of the technical parameters, i.e. non-financial parameters, in no case, will exceed 80 per cent.

Selection Methodology

- (i) Quality and Cost Based Selection (QCBS) criteria will be adopted for evaluation of the bid. The work can then be awarded to the bidder having highest marks in QCBS among the L1 bidders. (Format of Scoring Model enclosed as Annexure). 70:30 ratio has been fixed for technical: financial evaluation. (Format of Scoring Model enclosed as Annexure).
- (ii) In case multiple L1 bidders get same marks in QCBS also, then the Purchase Committee of NABARD will invite all the L1 bidders to make a presentation in front of Local Purchase Committee/ will visit the work sites of the bidders and award marks as per presentation made / work being carried out at site adopting an objective criteria. The work can then be awarded to the bidder with highest marks.
- (iii) In case of multiple L1 bidders getting equal marks even after field visits, the final selection can be done based on draw of lots, as may be decided jointly by the RO and select bidders, or by pulling the highest number from a box containing 30 numbers.

4. GENERAL INSTRUCTIONS TO THE CONTRACTORS
AND GENERAL CONDITIONS OF CONTRACT

1. Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. Quoted Service Charges 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.
3. Rates should **include all Taxes**, Duties, Octroi, Levies, Wages as per relevant Act, 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.
4. Monthly payment will be made based on bill submitted by the contractor and certified by the Assistant Care Taker/ Caretaker to the effect that the services are provided as per the contract agreement. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/Caretaker) after completion of the respective work on the formats enclosed / given for respective work and should submit all these with the bill.
5. Separate orders will be issued by NABARD in respect of additional works (if any) which are not covered under the comprehensive monthly charges. The bills for the same 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 will be rejected and no further representation will be entertained.
6. GST-TDS, Income Tax, and Goods and Service Tax and other taxes as applicable, will be deducted from total payment due to the Contractors.
7. 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 or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover for his employees at his cost and should be responsible for the safety of persons employed by him. The Contractor shall be fully responsible and shall compensate NABARD in the event of any damage to person or material, injury /damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workforce.
8. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.

9. The contractor shall deploy such minimum number of qualified & experienced staff as indicated in Schedule – I 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.
10. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules.
11. 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 in respect of the personnel deployed in NABARD. Tenders/bids not complying with the minimum wages payment will be rejected.
12. 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.
13. 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 Centre 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.
14. The contractor should ensure payments to the employed personnel as per latest Minimum Wages Act and payment of bonus in terms of Bonus Act, 1965.
15. Contractor shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract, if ESI & EPF Act is applicable to the contractor as per law.

The rates quoted by the contractor should be inclusive of employer's share of ESI & EPF contributions for this contract. 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.

16. The Contractor should 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.
18. 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.
19. The Contractor shall abide by all the requirements of maintenance from time to time and shall strictly follow the obligation required by NABARD.
20. 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.
21. The Contractor or his authorised representative should visit the site frequently as required by NABARD and meet Officials for any clarifications and to receive instructions.
22. The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of NABARD on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients. The contractor shall fully compensate NABARD for such damage/loss. The decision of NABARD in this regard shall be final and binding.
23. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients in kind or cash will be viewed seriously and NABARD will have the right to claim damages or

levy fine and / or terminate the Contract forthwith, if necessary without any notice.

24. 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.
 25. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
 26. 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.
 27. The work should be carried out with least inconvenience to the staff members 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.
 28. 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.
 29. 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.
- 30. EXIT:**
- i) First two months will be on a trial basis. If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 15 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.
 - ii) The contract is liable for termination by giving one-month notice by the Bank and three months' notice by the contractor.

31. The contractor shall arrange to provide mobile phone to the personnel deployed at NABARD premises at his own cost.
32. Contractors should provide 2 sets of uniforms of approved colour every year for the employees deployed in NABARD at his own cost.
33. 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.
34. NABARD will not be responsible for contractor's materials.
36. The contractor shall provide everything necessary for the proper execution of the works.
37. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.
38. No advance payment shall be made. Further, Contractor will not link payment to his manpower with the settlement of bills by NABARD.
39. **VALIDITY OF TENDER:** 120 Days from the date of opening of the Tenders.
40. If in the opinion of NABARD the work done by the contractor is not satisfactory, NABARD may decide depending upon the merit of the work to deduct such amount from the monthly bill amount as it may deem fit.
41. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.
42. Contractor shall extend necessary help to other Contractors engaged by NABARD under separate contract for their respective work.
43. 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 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.

- (v) Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by him. Any damage caused wilfully or in negligence to the works executed, shall be borne by him. The penalties mentioned in Service Level Agreement (SLA) given in GeM portal shall be applicable.
44. 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.
45. 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.
46. The Contractor shall at his own cost and expenses provide all the materials, labour, supervision tools, plant apparatus, ladders, trolleys, conveyance, uniforms etc. required for execution of the work covered by this contract to the entire satisfaction of NABARD.
47. Notwithstanding anything contained therein the labourers, 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 NABARD. NABARD also shall have no concern with them and shall not be liable to make any payment to or any contribution on account of them.
48. a) The tender is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their bids/ offers.
- b) The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.
- c) The purpose of this tender is to provide the bidders with information to assist the formulation of their bids/ proposals. This tender does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and, wherever necessary, may obtain independent advice.
- d) Bank makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.

49. The **contract shall be valid up to 31 March 2024**. The bank also reserves the right/option to extend the validity of this contract at the same rates for a period of 01 year and on the same terms and conditions, with consent from the vendor.
50. **Forfeiture clause:** In case of negligence/dereliction of duty by contractor's staff, the above contract shall be terminated without giving any notice by the Bank and the security deposit shall be forfeited.
51. The property shall be handed over to contractor for AMC on as-is-where-is basis.

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

DATE:

PLACE:

ADDRESS:

Signature of the Tenderer
NAME AND SEAL

5. SPECIAL TERMS AND CONDITIONS – SCOPE OF WORK

Special Terms & Conditions (Part A)

1. This contract shall be for a period from **01st October 2022 to 31st March 2024**. In the event of National Bank requiring the services for further periods after the expiry of the initial period, it shall make a request in writing in this behalf to the Contractor one month prior to the termination of these presents and upon such request, the Contractor shall provide the services to the National Bank for the said premises on the same terms and conditions.
2. No overtime allowance or any compensation of any other kind shall be payable by National Bank to any person including supervisor employed by the Contractor for duties at the said premises.
3. NABARD shall deduct income tax and other taxes which it may be required under any law for the time being in force from the payment to be made to the Contractor for the services rendered to National Bank.
4. During the continuance of this contract or such extended time, the contractor shall provide staffs at the said premises as per the requirement of the National Bank. The present requirement and timings of duties are as per Schedule I, which would be liable for change as and when considered necessary by the National Bank. The requirement of number of staffs will be reviewed, if considered necessary, by the National Bank. The contractor shall increase or reduce the number of staffs and AMC charges as specified in financial bid will be increased or decreased proportionately.
5. The staffs posted by the contractor for the said premises shall be deployed in consultation with the Bank.
6. The staffs posted at the aforesaid premises of the National Bank for duty shall be below **50 years of age** and be medically fit to perform the required service. The working and deployment of staffs will be monitored by any official authorized by the National Bank for the purpose. They will be the employees of the contractors under their exclusive control and supervision and shall comply with the following: -
 - i) The staffs on duty shall comply with the directions and instructions regarding the maintenance issued by the representatives of the National Bank to the Contractor from time to time.
 - ii) The Contractor shall accede to the requests of the National Bank's representatives for recall of any particular person from out of staffs and substitute him by another.
 - iii) The contractor shall ensure that the staffs provided by it are smart, educated and of high integrity and maintain proper discipline and they do not in any manner, cause any interference, annoyance or nuisance to the management or

the National Bank or its business or work or its officers / employees / visitors, etc.

iv) They shall maintain adequate security and shall remain always on vigil.

7. Besides the regular work of providing the required services, the staffs on duty will also be responsible for switching on/off lights in common area/s within said premises. They will also be attending other jobs like operating water pumps, maintaining registers for maintenance contracts of other trades/services and any other work instructed by the bank.
8. They will not be allowed to stay overnight in the said premises after their duty hours and they will not be entitled to kitchen/housing facility in the said premises.
9. The Contractor shall declare that they shall be responsible for the due compliance of all the legal provisions connected with requirement of the staffs posted at the said premises of the National Bank.
10. The Contractor shall comply with all statutory requirements in respect of their staff such as ESIS coverage, Provident Fund, payment of bonus, payment of minimum wages, dearness allowance, leave and gratuity benefits and other legal and statutory requirements in relation thereto and National Bank shall accept no liability in this regard. All such liabilities shall be discharged by the Contractor promptly without any default. The contractor shall submit to the National Bank documentary evidence of the payment paid to the staffs deployed as and when asked.
11. The contractor shall indemnify NABARD against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The contractor shall defend all actions arising from such claims, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. The persons including the supervisors, if deployed by the Contractor for duty in the said premises shall not be deemed to be the employees of the National Bank in any manner and they shall not be eligible for any benefits like subsidized food etc. which the National Bank provides to its employees. The obligation, if any, for these benefits shall be the sole responsibility and rests entirely with the contractor. The contractor, before starting the work of execution of the service contract as described under scope of work, is required to submit a "Letter of Indemnity and Undertaking". A specimen of such letter is enclosed as Annexure II.
12. The contractor shall provide to staffs with necessary uniform, shoes and other necessary equipment, etc. required for the effective discharge of required services to the National Bank at its own expenses. Uniform allowance, uniform's washing allowance or conveyance allowance for reporting duty at the said premises will not be paid by the National Bank.
13. The contractor shall provide to the National Bank photographs and residential address of the staffs deployed by them.

14. **Applicable Leave:-** Successful vendor shall ensure leave to the staffs as per Contract Labour Act, 1970. It shall be ensured that service personnel are given at **least 04 weekly off in a month**
15. The staff so provided shall endeavor to take all steps and precautions to prevent thefts, pilferage and other criminal acts in the said premises. The Contractor shall be liable to make good the loss suffered by the National Bank in this regard. National Bank shall be at liberty to recover the said amounts from the amounts payable to the contractor.
16. The National Bank shall, in the event of the contractor committing any breach of any of the terms and conditions of this agreement or if the services provided by the Contractor is considered to be unsatisfactory by the National Bank, be entitled to terminate this agreement by giving seven days' notice in writing and the Contractor shall not be entitled to any compensation for such termination.
17. On expiry of or early termination of the contract, the staffs shall vacate the said premises, without in any way causing any damage to the said premises and the property therein.
18. In case of any dispute or difference between the parties under this agreement, the same shall be referred to The Chief General Manager, NABARD, Bihar Regional Office, Patna or to the person nominated by him and his decision shall be final and binding on the parties.
19. Even if GeM asks for electronic inputs, it is advised that vendors may submit scanned copies of all documents in support of their claims / submissions, as asked for in the tender document of NABARD, along with an undertaking that all documents submitted are correct and if found otherwise, in future, will be liable for termination of the tender / contract without any notice.

Scope of work (Part B) – I l l u s t r a t i v e

I- Scope of work for Plumbing works

1. Periodical inspection of all the sanitary fitting in all the flats (Total 129 flats at five different locations) and office of NABARD. – **Monthly basis**
2. Replacement of worn out and damaged sanitary fitting, pipes, valves, motor pumps, bore well-fitting etc. on payment basis based on the nature of repair works.
3. Repair of civil structures in any of the six premises (office and residential complexes) on payment basis based on the nature of repair works.
4. Removing the plants growing on the external pipe lines, sunshades, terrace etc-
Monthly Basis
5. Clearing of drainage/man-hole, Overhead Tanks & Sump- **Monthly Basis.**
6. Undertaking all types of minor repairs pertaining to masonry work, plastering, painting, welding etc. in the entire NABARD office premises and NABARD Officers' Residential colony including, Community hall, VOF / VEF/ Guest Houses & its underground Pump Houses, Overhead Water tank of the Colony and O.H. water tanks on individual buildings/residence/ etc.
7. Providing the service of skilled plumber cum mason as per requirement to attend day- to-day maintenance and repair / replacement of the water supply and sanitary fittings including showers, mirrors, medicine chest, tower rods, wash basin, cisterns etc. in NABARD Office premises and NABARD Officers' quarters,
8. Services provided shall include removal of blockages from drainage lines/water supply lines, gulley traps, nahani traps, manhole, kitchen sinks, wash basins, urinals and wcs – **Daily Basis.**
9. The overhead charges at upto 10% will be applicable on submission of receipt/bill by the contractor for carrying out additional work/material supply as instructed by the bank which was not covered under the scope of work.
10. The Plumbing and Sanitation services should be available as and when required by NABARD.
11. Any other work not covered above but related to Plumbing, Sanitary and civil installations will also be attended by the plumber cum mason as and when the need arises.

II- Scope of work for Carpentry works

1. Periodical inspection at least once in every month of all the Wood Work hinges and fitting in all the flats and office of NABARD, including Termite Attack, etc.
2. Undertaking all types of minor repairs pertaining to carpentry work like replacement of worn out and damaged doors, shutters of cupboards & windows, window pane, door & window frame, painting, polishing, etc., in the entire Bank Officers' Residential colony including, Community hall, VOF/ VEF/ Guest Houses on payment basis based on the nature of repair works.
3. Providing the service of skilled Carpenter as per requirement to attend day to-day maintenance and repair / replacement of the wood works and door fittings in all premises, as detailed hereunder
4. **The overhead charges at upto 10% will be applicable on submission of receipt/bill by the contractor for carrying out additional work/material supply as instructed by the bank which was not covered under the scope of work.**
4. The Carpentry services should be available as and when required by bank.
6. Replacement and repair of locks (in quarters and office) in main doors, shutters, cabin doors, credenzas, workstation cabinets etc as and when required.
8. Any other work not covered above but related to carpentry and joinery works to be attended by the carpenter, as and when the need arises.

III- Scope of work for Catering arrangements & Housekeeping

1	<p>Scope of Work - During the contract period, the contractor shall be responsible for Housekeeping and Catering Arrangements for the Bank's Visiting Officer's' Flat (VOF) total three flats, located at NABARD Sadan, officers quarter Exhibition Road 'Patna 800001</p> <p>In VOF, there are 8 rooms, 03 hall and a kitchen.</p> <p>“VOF” shall mean the site of the contract works i.e. National Bank for Agriculture and Rural Development (NABARD),located at NABARD Sadan, officers' quarters Exhibition Road 'Patna ,Bihar 800001 or any other place taken on lease by the Bank in Patna in future for the purpose of its VOF.</p>
1.1	Caterer –cum-Reception-cum-Caretaker
a)	Attend to him, receive him, verify identity of the guest and allot the room assigned to the guest. The necessary entries in the guest register, to be provided by the Bank, may be made. The Bank will reserve the rooms and intimate the Agency through online/ approved allotment advices. The Agency/ Agency's staff shall not allot rooms on his own. Accompany guests to his room and offer help to carry his baggage to the allotted room, ensure his comforts, offer him tea/ coffee/ food, etc. suiting the time.
b)	Ensure availability of specified items such as tea bags/ coffee sachets/ milk and sugar sachets/ sugar free tablets, bath/ toilet kit in the room as advised by the Bank and ensure availability of drinking water bottle in each room.
c)	When the guest checks-out, bill for boarding and lodging are to be prepared and signed by the guest. Collected cash towards room tariff will be remitted through NEFT to the Bank on monthly basis. For this purpose, the register to be produced physically to the Office on monthly basis, the conveyance charges if any for the same will not be paid by the Bank.
d)	At the time of check-out, the Agency's staff shall ensure that the room occupied by the guests is in order with respect to assets of the Bank. A quick check to be carried out for the purpose before the guest leaves the VOF. Simultaneously, it shall be ensured that the guest has not left behind any of his belongings in the room. If any belonging of the guest is noticed after he has left then immediately inform the Bank officials for sending the same to the guest.
e)	The keys are to be collected from the guests moving out or checking out from VOF.
f)	The Agency's boys shall not seek any tips or favour from the guests for the services rendered.
g)	To order for newspapers and magazines as advised by the Bank, coordinating with the newspaper agents. Payments of the bills to newspaper agency will be paid by the Bank at the end of the month.

h)	Feedbacks should be obtained from all officers/employees/their family members of the Bank while checking out, on the form prescribed by the Bank. Feedbacks must be submitted to NABARD regional Office on Monthly basis.
1.2	Catering Services.
a)	Providing catering services to the officers/Staff/ their family members of the Bank residing in VOF (on temporary basis) on all days, as per the item wise rate/charges given in <u>Annexure- I</u> Charges for the same shall be borne by the employees/Guests and paid in the form of Cash/UPI. Menu for the Kitchen shall be drawn on mutual consent. Changes in price of food items, if any, will be decided by the Bank based on market rates. The decision of Bank in this regard will be final.
b)	Preparation of Tea/ Coffee, Breakfast, Lunch, Dinner etc. The timing for services shall be as informed by the Bank in advance to the Agency's staff.
c)	The menu may be altered for specific guests / special occasions / functions as desired by the Bank, within the overall scope of the menu.
d)	The Agency's staff shall take orders beforehand from the staying guests regarding their food requirements
e)	The Agency's staff shall take care to provide healthy food to the guests as per the standard menu prescribed by the Bank. However, in exceptional cases, he may have to prepare food as specified by the guests on medical grounds.
f)	The Agency's staff shall be responsible for procurement of raw materials and ingredients. Good quality (AGMARK/ FSSAI marked) raw materials and oils shall be used in the preparation of food and beverages. Fresh vegetables and milk, standard beverages shall be used. All raw materials used should be free from adulteration or any foreign material. The contractor should also ensure that the used edible oil is not re-used for any other cooking purpose.
g)	<i>Vegetarian and Non-Vegetarian dishes shall be prepared and served separately.</i>
h)	All the items being used shall be stored properly and used before the expiry. The Agency's staff shall store Sufficient quantity of high quality ingredients in the available place in the VOF to ensure preparation of food items in time.
i)	The Bank's authorized official has the right to test the provisions purchased, quality of food, reject any ingredient that may be found to be substandard.
j)	The food preparation is to be done in a strictly hygienic environment and matching process without any compromise. Every food preparation shall be used for the specific service and the left-over food shall not be carried to next meal service.
k)	The Agency should ensure that they appoint well qualified & experienced cook for all types of food preparation.

l)	The Agency's staff should ensure total cleanliness and regular cleaning of facilities in the kitchen. In order to maintain hygiene level, the personnel shall wear caps, masks and gloves while preparing food. Routine cleaning and proper handling of kitchen equipment required for food production will be the Agency's responsibility.
m)	The Agency shall ensure that the food items supplied are as per the standards prescribed by the Government authorities and if at any time any fine is imposed by the Government authorities, the same shall be borne by the Contractor. The Bank will not pay any fine or penalty that may arise/ or that may be imposed on account of the fault of the Contractor. The Contractor shall be personally and solely responsible for any consequences due to food poisoning, if any. Besides the Bank may initiate further stringent action, as deemed fit.
n)	Food shall be cooked only in the kitchen provided. Contractor shall not bring or serve any food prepared or cooked outside, except when instructed by the Bank. No outsider shall be permitted inside the Kitchen. Food shall not be served to any outsider, either on payment or free of cost, except as advised by the Bank.
o)	The Agency's staff shall attend to any or all catering requirements whether covered contractually or otherwise, at a pre-determined price.
p)	The Agency staff will provide welcome kits (Provided by Bank) to each guest irrespective of duration of stay , newspapers, tea/coffee/sugar/milk sachets, etc. and record of such to be maintained by Staff
q)	The catering support staff shall have necessary experience in table service and cordial disposition
r)	Tea/Breakfast/Lunch guest in VOF on their demand (Except official meetings, functions, programmes) will be paid to the vendor directly by the Guests concerned for tea/snacks/food items consumed by them. The menu and rate for Tea/Breakfast/Lunch/ Dinner will be communicated to the successful vendor by NABARD Lounge Committee.
1.3	Maintenance/ Housekeeping Services
a)	Visiting Officer's' Flat (VOF) at NABARD Sadan, officer's quarter Exhibition Road Patna Bihar 800001. There are 08 rooms, hall and a kitchen in the VOF. The Agency, before submitting its offer, in view of prevailing conditions due to COVID-19, may depute their local representative to visit the place for its own assessment.
b)	All the rooms shall always be kept neat and tidy to enable the Bank to allot the rooms at any time. To ensure supply of adequate amount of good quality and reputed brand of cleaning materials and cleaning of linen, upholstery, kitchen equipment and cutlery/crockery for the VOF.
c)	Linen like towels (hand and bath), bed spreads and bed sheets as also the inner sheets to Quilts/Comforters should be changed immediately after the guest checks-out and after every two days if the room is continuously occupied.
d)	Bed linen, pillow covers and towels should be regularly washed and kept in clean condition for use. The bed sheets and pillow covers should be ironed before its use. Washing of curtains is to be carried out once in six months. The services of dry cleaners may be engaged for washing blankets/ quilts/ comforters which is required to be done once in a six months.

e)	Room fresheners and mosquito repellent (of reputed brands) will be made available in all the rooms, toilets, lounges and all common toilets by Bank. They may be replenished immediately by the Agency staff whenever required.
f)	The Agency shall be responsible for making the bed and clean all rooms daily. All rooms, bath rooms and toilets are to be cleaned with high quality disinfectants (use of acid is strictly prohibited). Cleaning material will be provided by Bank
g)	The Agency's staff shall take care of miscellaneous requirements like replacement of batteries (to be provided by Bank) for clocks, remote units of TVs, ACs, etc. provided in the VOF rooms and other places.
h)	Rooms to be regularly checked for bed linen, hand towel, bath towel, soap, shampoo, water, functioning of TV, refrigerators, ACs, geysers, bath room fittings, bulbs, etc. and regular reports of the same to be maintained. In case of any complaints regarding Plumbing, electrical, carpentry etc. and / or need for replacement of any equipment the bank may be informed immediately through CT/ACT

i)	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.
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1.4	FACILITIES PROVIDED BY THE BANK INCLUDE
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a)	Kitchen with all necessary facilities like gas stoves, commercial LPG Gas cylinder, grinder, mixers, refrigerators, microwave, Almirah for storage of linen and facility for storage of crockery / food grains etc.
b)	Crockery, cutlery and all cooking utensils/pans, pressure cookers etc.
c)	Furniture in rooms, dining halls, lounges, office rooms, etc.
d)	Appliances like TV, ACs, Geysers, Washing Machines, and Water Purifier etc. All the available capital equipment will be given on as-is, where-is condition.
e)	One small room at the VOF will be made available for the use of vendor, if required.
f)	All the items supplied by the Bank at its expense for the purpose of running VOF will be Bank's property for all intents and purposes.
g)	The losses due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Agency at full cost. However, damages/ breakages in crockery due to natural causes will be viewed leniently by the Bank. In respect of natural wear and tear of any such item, the decision of the Bank shall be final and binding on the Agency. However, the Agency shall maintain records for all such damages/breakages.

1.5	LP Gas –The Contractor shall arrange for regular supply of commercial LPG gas refills at his/her own cost and pay directly to the gas dealer. The Agency must ensure prompt and uninterrupted supply of gas by placing order with the dealer sufficiently in advance and arrange for alternative sources when there is any short supply of gas.
1.6	Electrical Fittings and Water – The Contractor shall keep the usage of water and electricity restricted to a reasonable level.

1.7	PERSONNEL
a)	The Successful Agency shall make all appropriate arrangements for smooth running of VOF operations. (i) VOF are operational on all days of week means booking is done for guest during 24*7*365 days. Sometimes during the Peak season VOFs may be booked to full capacity and sometimes during lean season bookings will be less. Agency shall manage the weekly off of the personnel in such a way that sufficient manpower is available all the time (365 days).
b)	The details of minimum manpower requirement at the VOF are as under: (i) Cook-cum-Caretaker MTS – 2 – Semi Skilled Flexi Time (ii) Helper boy/Multi-Tasking Staff – 01 – Un Skilled Flexi Time
c)	The Agency shall provide documentary evidence of Worker being Semi Skilled (Certification course/Degree /Diploma / Experience certificate in cooking or hospitality or housekeeping) to ensure smooth operation of the services as set forth in the Scope of Work and Services.
d)	In the event of any person deployed by the Agency being on leave/absent, the Agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the Agency shall make provision for leave reserve. The replacement/reliever in case of leave/exigency should be having similar qualifications and experience.
e)	Police verification of each and every person deployed is necessary and mandatory. It will be the sole responsibility of the firm to get proper police verification done in respect of all the staff deployed.
f)	In case of change of personnel by the agency, the same should intimated on the same day and the agency should submit the relevant documents (ID proof, address proof, police verification report etc.) of new employee. The Agency, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.



g)	<p>The Agency shall be solely responsible for providing all requirements of his labourers, including:</p> <p>(i) Payment of wages and all other statutory dues. Collection and payment of all taxes on behalf of his employees and any other applicable statutory requirements such as PF, ESI, Bonus, etc., made by any Government Authority having jurisdiction.</p> <p>(ii) Prompt replacement of any personnel whose performance is unsatisfactory or whose presence is considered as detrimental to Bank's interests.</p>
	<p>(iii) All insurance and safety aspects pertaining to Agency's employees are the Agency's liability.</p> <p>(iv) The personnel employed by the Agency shall be healthy in all respects and shall produce medical certificates to substantiate the same. Medical check-up shall be done once in a year.</p> <p>(v) The personnel employed by the Agency shall be trained to handle fire-fighting systems, administer first aid in emergencies, etc.</p>
h)	<p>The personnel should have pleasing personality, courteous, be good in communication with guests and be experienced to serve guests of high levels. Hence, the Agency should preferably engage personnel who are well versed in Hindi. Further, personnel should also be able to understand English.</p>
i)	<p>One dedicated mobile smart phone with dual SIM (with number) and active internet will be provided by the Bidder to the personnel/s at its own cost. For smooth communication</p>

6. SAFETY CONDITIONS OF THE CONTRACT

As part of the contract, the contractor must satisfy the under-mentioned safety requirements and must ensure at all time that these are followed without any deviation.

A. General

1. Smoking and chewing pan/ tobacco/ gutkha / any other drugs, consumption of alcohol etc. are prohibited in the building.
2. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of his staff in the premises.
3. Staffs will not be allowed to stay overnight in the said premises after their duty hours and they will not be entitled to kitchen/Stay/housing facility in the said premises.
4. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.

We/I agree to the safety conditions and to ensure compliance with the same fully.

Signature of the tenderer with seal and date:

7. SCHEDULE – I

Requirements of Staffs

Present requirement and duty hours of staffs for our Office Premises at Patna is indicated below:

- i) Total No. of Plumber (Skilled) : 01 (One)
- ii) Total No. of Carpenter (Skilled) : 01 (One)
- iii) Total No. of Cook-cum-Caretaker MTS (Semi-Skilled) : 02 (Two)
- iv) Total No. of Helper-cum-Cleaner MTS (Unskilled) : 01 (One)

Total Manpower

- (a) Skilled : 02
- (b) Semi-Skilled : 02
- (c) Unskilled : 01
- (d) Total : 05

ii) Duty Hours tentative

Location	No. of Staff to be deployed	Duty Hours	No. of Days
NABARD Regional Office and Residential Complexes	01 Plumber (Will visit NABARD Office Premises and Residential Complexes on Daily basis)	09:30-19:00 Hrs (Lunch Break-01:30 Hrs)	26
NABARD Regional Office and Residential Complexes	01 Carpenter (Will visit NABARD Office Premises and Residential Complexes on Daily basis)	09:30-19:00 Hrs (Lunch Break-01:30 Hrs)	26
NABARD Visiting Officer's Flat (VOF) at Exhibition Road	02 Cook-cum-Caretaker MTS Semi skilled	08 Hrs. per day Flexi working hours	26
NABARD Visiting Officer's Flat (VOF) at Exhibition Road	01 Housekeeping Staff unskilled	08 Hrs. per day Flexi working hours	26

Note: All the deputed contract staffs (Plumber and carpenter) should have their own conveyance arrangement to shuttle between the 06 sites of the bank. No additional payment will be made towards their transportation charges. In case of emergency work, all the contract staffs should be in a position to visit immediately to any of the above given 06 sites over a telephone call. Details of site are

- (a) NABARD Regional office Maurya lok Patna
- (b) NABARD Sadan Exhibition road Patna
- (c) NABARD Vihar Punacihak Patna
- (d) NABARD Staff quarters Khajpura
- (e) NABARD Quarters Jagat Apartment , Bank Road
- (f) NABARD Udaigiri Apartments Patna

Option Clause: The tender rates shall be fixed and applicable for any **increase up to 100%** in the tendered quantities. 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.

8. FORM OF TENDER

ANNUAL MAINTENANCE CONTRACT FOR (i) PLUMBING & CARPENTRY FOR OFFICE BUILDING & RESIDENTIAL Quarters AND (ii) HOUSEKEEPING AND CATERING ARRANGEMENTS AT NABARD VISITING OFFICERS' FLAT (VOF)

Please Note: Works/Work here and elsewhere in the tender shall mean **Annual Maintenance Contract For (I) Plumbing & Carpentry For Office Building & Residential Quarters And (II) Housekeeping And Catering Arrangements At Nabard Visiting Officers' Flat (VoF)**

The Chief General Manager,
National Bank for Agriculture and Rural Development,
Bihar Regional Office, 4th and 5th Floor,
B Block Mauryalok Complex,
Dak Bunglow Road, Patna-800001

Dear Sir

1. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said conditions of the Contract Agreement annexed thereto.

2. Our Bankers are: (i.)

(ii.)

3. Address of the firm :

Tel. No:

Fax:

Email:

Mobile No(s):

i) _____ ii) _____

Name of the person(s) authorised to sign the contract

i) _____ ii) _____

iii) _____

4. Name of the partner(s) of the firm authorised to sign the contract

i) _____ ii) _____

iii) _____

5. The names of the Partners/Directors of our firm are

i) _____ ii) _____

iii) _____

6. I / We have examined and understood the Scope of Works and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the tender invited by you.

7. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.

8. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the rates quoted by me / us in the attached Bill of Quantities in all respects as per the Terms & Conditions and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.

9. I / We enclose herewith interest free Earnest Money Deposit receipts of (EMD) of **Rs.51,960/- (Rupees Fifty one thousands nine hundred and sixty only)** by e-payment 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 case of breach of contract in the event of our failure to execute the Contract when called upon to do so by accepting our Tender. I agree that EMD shall not bear any interest.

10. I / We agree to pay all Government (Central and State) Taxes such as trade tax, Excise Duty, Octroi, GST, Income etc. as applicable and other taxes prevailing from time to time and the rates quoted by us in the tender are inclusive of the same.

11. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates or any other reasons whatsoever during currency of the contract period (i.e. **up to 31st March 2024**) except only if the minimum wages are revised and contract rates are lower than the revised minimum wage rates or change of GST.

12. I / We have already executed pre-bid pre-contract Integrity Pact as per the proforma given in the tender document (as per relevant stamp act of the state).

i) _____ ii) _____

iii) _____

**NAME OF THE PERSON(S) AUTHORISED TO SIGN
AND SUBMIT THE TENDER**

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

YOURS FAITHFULLY

(SIGNATURE OF THE TENDERER with Seal)

**NAME AND ADDRESS OF THE TENDERER
AND SEAL**

DATE:

PLACE:

9. Draft Articles of agreement

THIS AGREEMENT is made at Patna on this day of 2022

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Bihar Regional Office at 4th and 5th Floor, B Block, Mauryalok Complex, Dak Bunglow Road, Patna-800001, herein after referred to as “NABARD” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the ONE PART.

AND

Shri./M/s.....(Individual/Proprietorship/partnership firm/Company) incorporated/registered underAct, or R/o, and having its (place of business or Office) athereinafter referred to as ‘Vendor’ (which expression shall unless repugnant to the context meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS the NABARD is desirous of carrying out the work of Annual Maintenance Contract For Plumbing, Carpentry, Housekeeping And Catering Arrangements At Nabard Visiting Officers’ Flat (Vof) And It’s Quarters At Patna **and** has caused specifications describing the work to be done and prepared by Bihar Regional Office, NABARD, Patna.

AND WHEREAS the Vendor has visited the site and fully understood the existing conditions of site for execution of work.

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

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

1. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the vendors shall upon and subject to the said conditions annexed, carry out, execute and complete the supply/work shown in the contract, described by or referred to in the schedule of quantities and in the said conditions.
2. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.

3. The Scope of work and all the terms and conditions as enumerated in this tender is part and parcel of this agreement and binding on the parties. The vendor shall ensure that all items of work specified in the scope of work is attended to. In case of difference between the tender document and this agreement, the agreement will prevail.
4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. NABARD reserves to itself the right of altering the nature/quantum of the work by adding to or omitting any items having portions of the same carried out without prejudice to this Contract.
6. The Vendor shall provide to NABARD a security deposit of Rs..... (Rupees Only) (Interest Free).
7. In case of breach of any terms and conditions attached to this contract, the Security Deposit of the Vendor will be liable to be forfeited by NABARD besides annulment of the contract.
8. In case any of the documents furnished by the Vendor is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract.
9. The NABARD shall pay the vendor the said contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
10. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.
11. All payments by the NABARD under this contract will be made only at Patna.
12. The Vendor shall afford every reasonable facility for carrying out all works of other Contractors employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.
13. The Vendor shall indemnify and keep indemnified, defend and hold good NABARD, its staff and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Vendor or their personnel on account of misconduct, omission and negligence by the Vendor or his staff.
14. The Vendor shall ensure proper conduct of its personnel in NABARD's premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
15. NABARD shall not be responsible for any damages, losses. Claims, financial or other injury to any person/s engaged by Vendor in the course of their performing the functions/works, or for payment towards any compensation.
16. Time shall be considered as the essence of this contract, and the Vendor hereby agrees to commence the work/ job on the next day of receipt of the work order as provided for in the said conditions and to complete the entire work within the time period prescribed below

Reckoned from the date of receipt of such work order subject nevertheless to the provision for extension of time.

17. NABARD reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

18. DISPUTE RESOLUTION

(a) In case of dispute regarding the quality of work and product / unsatisfactory services etc., the final authority will rest with the Chief General Manager, NABARD, RO, Patna and the same will be binding on the Vendor.

(b) In the event of any claim, difference, dispute or controversy and questions whatsoever arising between the parties under this agreement and subsequent agreement shall in the first instance, be attempted to be resolved between the parties themselves.

(c) If the dispute cannot be resolved through consultations between the Parties within 30 (thirty) days after 1(one) Party has served a written notice on the other Party requesting the commencement of such discussions, any Party may thereafter in writing, demand that the dispute be finally settled by an arbitration comprising of sole arbitrator mutually appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996 or any modifications thereof. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the parties to this Agreement and shall have prior experience as Arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Patna. The language of arbitration shall be English.

(d) The award of the arbitrator/s so appointed shall be final and binding on the parties.

(e) Work under the contract shall be continued by the Vendor during the arbitration proceedings unless otherwise directed in writing by NABARD. No payment due, or payable by NABARD, to the Vendor 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

19. If the vendor becomes insolvent or found to have offered any bribe in connection with the contract or the Vendor fails to observe or perform any condition of this contract 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 security deposit and recover from the Vendor any loss suffered by NABARD on account of the contract being terminated.

20. This agreement is being executed in duplicate, NABARD shall keep the original and the Vendor shall keep the duplicate.

21. The Vendor shall bear the expenses for stamp duty on this agreement for both the original and the duplicate copy.

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
BIHAR REGIONAL OFFICE, PATNA



22. That the several parts of this contract have been read by the Vendor and fully understood by the Vendor.

IN WITNESS WHEREOF the NABARD and Vendor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

IN WITNESS WHEREOF the NABARD has set its hand to these presents through its duly authorized official and the Vendor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

SIGNATURE CLAUSE:

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

Signature

Name & Designation

In the presence of.....

Signature

Name & Address

Signed and sealed by the vendor by the

Hand of Shri/Smt.and duly constituted attorney. If the Vendor signs under its common seal, the signature clause should tally with the sealing clause in the articles of association. If the vendor is signing by the hand of power of attorney, then whether a company or individual to be specified:

Signature of the Vendor

Name of the authorized official Address:

In presence of Shri/Smt.

Signature

Name & Address

Annexure-I

10. Specimen of Letter of Authorization

(To be given by bidder/tenderer)

To, CGM,
NABARD,
Bihar Regional Office,
Patna-800001

Dear Sir,

Subject: Letter of Authorisation

We (name of the company) have submitted our bid for participating in Bank's Bid/Tender dated _____ for _____. We also confirm having read and understood the terms of Bid/Tender as well as the scope of work & requirements.

As per the terms of Bid/Tender, we nominate Mr. _____, designated as _____ of our company to participate in the bidding process. NABARD shall contact the above named official for any and all matters relating to the bidding process.

We, hereby confirm that we will honour the bids placed by Mr. _____ on behalf of the company in the bidding process, failing which we will forfeit the EMD. We agree and understand that NABARD may debar us from participating in future tenders for any such failure on our part.

Signature with company seal	
Name –	Name of Authorized Representative
Company / Organization –	Designation of Authorized Representative
Designation within Company / Organization –	Signature of Authorized Representative
Address of Company / Organization –	Verified by

Annexure II

11. Letter of Indemnity and Undertaking

(To be submitted by the successful bidder)

To
The Chief General Manager,
National Bank for Agriculture and Rural Development
Bihar Regional Office,
Patna-800001. Sir

Subject: Letter of Indemnity and Undertaking

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to avail **Annual Maintenance Contract For (I) Plumbing & Carpentry For Office Building & Residential Quarters And (II) Housekeeping And Catering Arrangements At Nabard Visiting Officers' Flat (VoF)**, Patna as per this tender and which are hereinafter for brevity sake referred to as AMC services, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the _____ (contractor/bidder) hereby declare and certify that we are the rightful owners/ licensees of the said service offered to NABARD and that the sale of the said service to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said _____ (contractor/bidder) hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said _____ (contractor/bidder) hereby also agree to

indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

Yours
faithfully

(Name and Designation) **of Authorized
Official**

12. Annexure III

Specimen of Pre-Contract Integrity Pact (on Rs.200/- Non – judicial stamp paper)

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 BUYER proposes to enter into AMC for **Annual Maintenance Contract For (I) Plumbing & Carpentry For Office Building & Residential Quarters And (II) Housekeeping And Catering Arrangements At Nabard Visiting Officers’ Flat (VoF)** and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER 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:

Commitments of the BUYER

1.1 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.

12 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.

13 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.

2. 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 enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. 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 :-

3.1 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 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.

3.2 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 disfavor to any person in relation to the contract or any other contract with the Bank.

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

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

3.5 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.

3.6 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.

3.7 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.

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

3.9 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.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 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 filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and Section 2 of Companies Act 2013.

3.13 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.

4. Previous Transgression

4.1 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.

42 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.

5. Earnest Money (Security Deposit)

5.1 While submitting the commercial bid, the BIDDER shall deposit an amount Rs. **51,960/- (Rupees Fifty one thousands nine hundred and sixty only)** as Earnest Money with the BUYER through a electronic transfer to designated bank account of National Bank for Agriculture and Rural Development.

5.2 The Earnest Money/Security Deposit in respect of unsuccessful bidders shall be returned within Four weeks, only after the successful completion of the Bid Process. The Earnest Money Deposit of the successful Vendor/Bidder shall be released at the time of payment of the Tax Invoice for supply of _____ only upon the Vendor/Bidder's completion of items listed in the scope of work and on receipt of the Performance Bank Guarantee.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond/ Guarantee 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.

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

6. Performance Bank Guarantee

6.1 The successful Bidder shall, at his own expense, deposit with the Chief General Manager, NABARD, _____ (HO/RO/TE) within 10 days of the notice of award of the tender, a Performance Bank Guarantee from a schedule commercial bank, payable on demand in terms of _____ (mention relevant clause here) for an amount equivalent to five (05%) per cent of the of the total order value of in lieu of Retention Money Deposit for the due performance and fulfillment of the warranty/contract by the Bidder.

6.2 The Performance Bank Guarantee shall be denominated in INDIAN RUPEES only.

6.3 Without prejudice to the other rights of NABARD under the contract in the matter, the proceeds of the performance bank guarantee shall be payable to NABARD as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. NABARD shall notify the Bidder in writing of the invocation of the right to receive such compensation indicating the contractual obligation(s) for which the Bidder is in default.

6.4 The Performance Bank Guarantee will be discharged only after a period of six months after the expiry of the contract period after due performance of the obligations of the Bidder under the contract.

7. Sanctions for Violations

7.1 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:-

- i. 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.
- ii. 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.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. 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.
- v. To encash Earnest Money Deposit and Performance Bond/Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.
- x. 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

7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 6.1(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.

7.3 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.

8. Fall Clause

8.1 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 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.

9. Independent Monitors

9.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (given on the next page).

9.2 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.

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

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

9.5 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.

9.6 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.

9.7 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.

9.8 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.

The IEM for this project would be

Dr. Sanjay Kumar Panda, IAS (Retd)

515, Ward No.3 Sideshwar Sahi Cuttack City, Cuttack district Odisha 753 008

10. 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.

11. Law and Place of Jurisdiction

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

12. 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.

13. Validity

13.1 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.

13.2 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 here hereby sign this Integrity Pact at _____ on _____.

BUYER

Name of the Officer

Designation

NABARD

Witness 1:

BIDDER

Chief Executive Office

Witness 2:

PART II (Financial Bid)

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Sl. No	Particulars	Remarks	Plumber (01)-Skilled	Caprpenter (01)-Skilled	Cook-cum-Caretaker (02)-Semi-Skilled	MTS Staff (01)-Unskilled
(A)	Basic Wages plus VDA	w.e.f. 01-04-2022				
(B)	EPF on Basic Wages plus VDA	12%				
(C)	EDLI on Basic Wages plus VDA	0.50%				
(D)	Administrative charges (EPF & EDLI) On Basic Wages plus VDA	0.50%				
(E)	ESIC	3.25%				
(F)	Bonus@	8.33%				
(G)	Per day Wage {Sum of (A) to (F)}					
(H)	Total Mandatory payment for One Manpower per Month (G x 26)					
(I) Sub-TOTAL						
(J)	Service Charges on (I)					
(K)	Monthly Charges (I+J)					
(L)	GST on Monthly Charges					
(M)	Total Monthly Charges					
(N)	Total Charges for 18 Months					

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Note 1: - Sl.No. A, B, C, D, E, & F above shall be paid as per Central Govt. Acts/Notifications including amendments.

Note 2:- Sl.No. B, C & D are restricted to Rs. 15,000/- as per EPF Act.

Note 3:- Basic Wages plus VDA at Sl No.A are as per Central Govt. Minimum Wages w.e.f. 01 April 2022.

Note 4: - Rates quoted would be applicable for the entire period i.e. up to 31st March 2024. However, revision in rates would be considered only if the minimum wages & taxes are revised.

Note 5:- The Service Charges quoted above may include premium towards insurance cover for the workers employed, premium towards third-party insurance cover, other incidental administrative costs like provision of uniforms to workers, Supply of Mandatory tools, Overhead Profits, TDS deductions, etc. These costs (or percentage) are to be solely decided by bidder for the purpose of this quotation at Sl. No. (I) above.

Note 6:- VDA=Variable Dearness Allowance, ESI= Employee State Insurance, EPF= Employee Provident Fund, EDLI= Employee Deposit Linked Insurance Scheme.

Date:

Signature of the tenderer with seal

Place: