

अधिकारी लाउंज/स्टाफ कैंटीन के
रखरखाव हेतु वार्षिक रखरखाव अनुबंध के लिए निविदा
(ई निविदा, GeM के माध्यम से)



Jammu and Kashmir Regional Office

NABARD Tower, Railway Road,

Rail Head Complex,

Jammu - 180012, Jammu & Kashmir.

Date of Commencement of issue of tender	19 March 2024
Earnest Money Deposit	₹80506.00
Pre tender Meeting	11:00 AM on 22 March 2024 Venue: NABARD Tower, Railway Road, Rail Head Complex, Jammu - 180012, Jammu & Kashmir.
Last date and time for receipt of e – tender bids	03:00 PM on 04 April 2024
Date and time of opening of Technical Bids	03:30 PM on 04 April 2024
Date & Time of opening of Financial Bids	To be informed later
Website for submission of tender	https://gem.gov.in/
Contact for tendering	E-mail: dpsp.jammu@nabard.org Telephone: 0191-2441034/27

निविदा आमंत्रण सूचना Notice Inviting Tender

<p>रा बे जम्मू क्षे का/ /डीपीएसपी - / रखरखाव निविदा 2023-24</p> <p>19 मार्च 2024</p> <p>सभी बोलीकर्ता</p> <p>महोदया/महोदय,</p> <p><u>नाबार्ड, जम्मू व कश्मीर क्षेत्रीय कार्यालय, जम्मू के क्षेत्रीय कार्यालय के अधिकारी लाउंज/स्टाफ कैंटीन हेतु 01.04.2024 से 31.03.2027 तक तीन वर्ष की अवधि के लिए रख रखाव और भोजन प्रबंधन सेवा हेतु निविदा आमंत्रण पत्र</u></p> <ol style="list-style-type: none">नाबार्ड अपने जम्मू कश्मीर क्षेत्रीय कार्यालय के अधिकारी लाउंज और स्टाफ कैंटीन हेतु रख रखाव और खान पान सेवा हेतु रू.40,25,304/- (चालीस लाख पचीस हजार तीन सौ चार रूपये) तीन वर्ष की अनुमानित लागत पर 01.04.2024 से 31.03.2027 तक तीन वर्ष की अवधि के लिए प्रतिष्ठित एजेंसी के साथ संविदा निष्पादित करना चाहता है.इस संदर्भ में अनुरोध है कि आप दोहरी बोली प्रणाली के अंतर्गत सरकारी ई मरकेटप्लेस (जीईएम) में इस निविदा दस्तावेज़ में दिये गए विस्तृत विवरण और अन्य अपेक्षा के अनुसार उपर्युक्त संविदा के लिए अपना प्रस्ताव प्रस्तुत करें. निविदा दस्तावेज़ नाबार्ड की वेबसाइट https://www.nabard.org और जीईएम पोर्टल से डाऊनलोड किया जा सकता है.बोली पूर्व बैठक का आयोजन 22 मार्च 2024 11.00 बजे को नाबार्ड, जम्मू व कश्मीर क्षेत्रीय कार्यालय, रेल हेड कॉम्प्लेक्स, जम्मू- 180012 में किया जाएगा. बोली पूर्व बैठक में भाग लेने हेतु पात्र होने के लिए बोलीकर्ता से यह अपेक्षा की जाती है कि वो स्थान	<p>NB.JK.RO/ / DPSP- / VOF-VEF Maintenance Tender /2023-24</p> <p>19 March 2024</p> <p>All Bidders</p> <p>Madam/Dear Sir,</p> <p>Notice Inviting Tender for Maintenance and Catering Contract for Officers' Lounge & Staff Canteen of NABARD J&K RO, Jammu for Three years w.e.f 01/04/2024 to 31/03/2027</p> <ol style="list-style-type: none">NABARD intends to enter into contract with a reputed agency for “Maintenance and Catering Contract for Officers' Lounge & Staff Canteen of NABARD J&K RO, Jammu for Three Years w.e.f 01/04/2024 to 31/03/2027” at an estimated annual cost of ₹40,25,304/- (Rupees Forty Lakhs twenty five thousand three hundred four only)You are requested to submit your offer through Government - e -Marketplace (GeM) in Two Bid System for the aforesaid contract as per the detailed specifications and other requirements as mentioned in this tender document. The tender document will be available for download at https://www.nabard.org and in GeM Portal.The Pre-Bid meeting will be held at 22 March 2024 at 11.00 AM in NABARD J&K Regional Office Jammu - 180012. To be eligible to participate in the pre-bid meeting, the bidder should have already
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पर आकार सर्वेक्षण कर ले और समग्र रूप से कार्य/सेवा की साध्यता के संबंध में संतुष्ट करे कि यह प्रस्ताव उनके लिए व्यवहार्य है. यदि बोली पूर्व बैठक में मांगे जाने वाले किसी भी प्रकार के स्पष्टीकरण के संबंध में बैठक से कम से कम 01 कार्यदिवस पहले लिखित में ई मेल dpsp.jammu@nabard.org पर हमें सूचित करें. बोली पूर्व बैठक में दिये गए सभी स्पष्टीकरण निविदा का हिस्सा होंगे.

4 **जी ई एम पोर्टल के माध्यम से प्रस्तुत निविदाएँ ही स्वीकार की जाएंगी.** निर्धारित तिथि के पश्चात प्राप्त निविदाएँ अथवा फेक्स/ई मेल/डाक से प्राप्त निविदाएँ स्वीकार नहीं किया जाएगा और उन्हें नकार दिया जाएगा. साथ ही, जिनकी निविदा निर्धारित प्रक्रिया के अनुसार नहीं पाई जाती हैं, उन बोलीकर्ता की निविदाएँ नकार दी जाएगी.

5 निविदा की तकनीकी बोली (भाग 1) दिनांक 03 अप्रैल 2024 को 15 :30 बजे अथवा उसके बाद, नाबार्ड की सुविधा और जीईएम के नियमों के अनुसार नाबार्ड, जम्मू व कश्मीर क्षेत्रीय कार्यालय रेल हैड कॉम्प्लेक्स, जम्मू 180012 में खोली जाएगी.

6 तकनीकी मूल्यांकन में अहर्ता प्राप्त बोलीकर्ता की मूल्य बोली (भाग II) अलग से खोली जाएगी, जिसकी तिथि जीईएम पोर्टल के माध्यम से सूचित की जाएगी. इस निविदा दस्तावेज़ के नियम और जीईएम के नियम में विवाद होने की स्थिति में, इस दस्तावेज़ को प्राथमिकता दी जाएगी.

7 तकनीकी बोली, मूल्य बोली, कार्य की परिधि अपेक्षित सेवा, सफल बोलीकर्ता के चयन आदि के संबंध में अनुदेशों का विवरण इस निविदा की नियम व शर्त और अन्य दस्तावेज़ में दिया गया है.

8 बयाना राशि के रूप में **₹80,506/-** की राशि एनईएफटी के माध्यम से निम्नलिखित खाते में जमा की जाए. बयाना राशि के बिना निविदा को नकार दिया जाएगा.

आदाता का नाम	NABARD
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conducted a site survey and should have satisfied himself about the overall feasibility of the work/service. **Any clarifications being sought in the pre-bid meeting should be submitted in writing at least 01 working day prior to the date of pre-bid meeting by email to dpsp.jammu@nabard.org.**

All the clarifications of the pre-bid meeting will be part of tender.

4. **Tenders submitted through GeM portal only will be accepted.** Tender received late or received through fax/email/post will not be accepted and will be rejected. The tenders of the bidders whose tender is not in accordance with the prescribed manner, will be rejected.

5. Technical Bid (Part- I) of Tender will be opened at NABARD J&K RO, Jammu on 04 April 2024 at 1530 hrs or later as per convenience of NABARD and as per the rules of GeM.

6. Price Bid (Part II) of bidders who qualify the technical evaluation will be opened on a separate date informed through GeM portal. If there is any conflict between the rules of this tender document and the rules of GeM, then this document will be given preference.

7. Instructions regarding Technical Bid, Price Bid, scope of works and the services required, selection of successful bidder etc. have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.

8. An Earnest Money Deposit of **₹80,506/-** should be remitted by NEFT into the account mentioned below. Tender without EMD shall be rejected.

चालू खाता संख्या	NABADMN17
बैंक का नाम	NABARD Head Office, Mumbai
आईएफएससी	NBRD0000002

(निविदाकर्ता को सूचित किया जाता है कि बयाना राशि जमा करने के पश्चात लेनदेन के विवरण सहित dpsp.jammu@nabard.org को तुरंत ई मेल प्रेषित करें)

- 9 बोली खोलने की तिथि से 3 महीने तक और जी ई एम के मानदंड के अनुसार यह बोली वैध और स्वीकार करने के लिए मान्य मानी जाएगी.
- 10 निविदा में विनिर्दिष्ट शर्त और निबंध की सहमति के रूप में, प्रस्ताव के सभी दस्तावेक्ष और निविदा के सभी पृष्ठ पर बोलीकर्ता हस्ताक्षर करें और अपनी मुहर लगाए.
- 11 नाबार्ड को यह अधिकार हैं कि बिना कोई कारण बताएं बोलीकर्ता किसी/सभी निविदा को आंशिक या पूर्ण रूप से स्वीकार करें या नकार दे.
- 12 नाबार्ड के साथ संलग्न मानक प्रारूप के अनुसार निविदा पूर्व सत्यनिष्ठा करार निष्पादित करने हेतु इच्छुक बोलीकर्ता ही निविदा में भाग लेने के लिए पात्र होंगे. इसकी एक स्कैन की गई प्रति जी ई एम पर अपलोड की जाएँ.
- 13 जम्मू के लिए समनुदेशित स्वतंत्र बाहरी अनुप्रवर्तक (आई ए एस) श्री संजय कुमार पांडा, (सेवानिवृत्त), 515 वार्ड नंबर 3, सिदेश्वर सही, कट्टक शहर, जिला कट्टक, ओड़ीशा 753008 है.
- 14 बोलीकर्ता से अनुरोध है कि बोली करने से पूर्व नाबार्ड जम्मू व कश्मीर क्षेत्रीय कार्यालय में जाकर स्थान का दौरा करें.

Payee Name	NABARD
Current Account No	NABADMN17
Name of the Bank	NABARD Head Office, Mumbai
IFSC Code	NBRD0000002

(After depositing the EMD amount, the tenderer is advised to immediately send an email to dpsp.jammu@nabard.org with details of the transaction)

9. The bid shall remain valid and open for acceptance for **03 months** from the date of opening of the bid and as per norms of GeM.
10. **All the documents that comprise the offer and all pages of tender, should be signed and sealed by the bidder, as a token of acceptance of the terms and conditions specified in the tender,.**
11. NABARD reserves the right to accept or reject any/all tender(s) in part or whole of any bidder/bidders without assigning any reasons for doing so.
12. Only bidders who are willing to execute Pre Contract Integrity Pact with the Bank, in accordance with the standard format enclosed, will be eligible to participate in the tender. The same should be uploaded on GEM.
13. The Independent External Monitor (IEM) assigned for Jammu and Kashmir Regional Office is **Dr. Sanjay Kumar Panda, IAS (Retd.) 515, Ward No. 3 Sideshwar Sahi Cuttack City, District Cuttack, Odisha – 753008.**
14. The bidders are requested to visit the site

15 सफल बोलीकर्ता को अपना प्रस्ताव स्वीकार होने की तिथि से 07 दिन के भीतर संलग्न मानक प्रारूप में नाबार्ड के साथ एक करार निष्पादित करना होगा. ऐसा नहीं करने पर बोलीकर्ता की बयाना राशि ज़ब्त कर ली जाएगी.

16 नाबार्ड को यह अधिकार है कि वह ऐसे ठेकेदार को प्राथमिकता दें जो अहर्ता प्राप्त हो और जिसे पर्यटन/होटल मैनेजमेंट का अनुभव हो.

भवदीय

S/d

(उर्मिल लता)
उप महाप्रबंधक

at NABARD J&K Regional Office (NABARD Tower), Railhead Complex, Railway Road, Jammu -180012 before bidding.

15. The successful bidder shall execute an agreement with NABARD in accordance with the standard format enclosed within 07 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited.

16. NABARD reserves the right to give preference to any contractor who is qualified and/or having experience in Tourism/Hotel Management.

Yours faithfully

Sd/-

(Urmil Lata)
Deputy General Manager

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Part II – Price Bid

1. Price Bid – Schedule of Quantities

अधिकारी लाउंज एवं स्टाफ कैंटीन के रखरखाव
हेतु वार्षिक रखरखाव अनुबंध (AMC) के लिए निविदा (ई निविदा, GeM के माध्यम से)

Part - I Technical Bid

Letter from the tenderer on their letterhead

Place
Date:-

The Chief General Manager
Jammu and Kashmir
Regional Office NABARD
Tower, Rail Head Complex,
Near Saraswati Dham
Railway Road, Jammu -
180012
Jammu and Kashmir

Dear Sir

Tender for Maintenance and Catering Of Officers Lounge/Staff Canteen of NABARD Jammu And Kashmir Regional Office, Jammu

I/We have read and understood the Notice Inviting tender and contents in the tender document such as Eligibility criteria of applicants, Instructions to the applicants, Services to be rendered, Terms and Conditions of the contract, instructions etc. I/We do hereby declare that the information furnished by me/us in the tender documents are correct to the best of my/our knowledge and belief.

Name of the partner/ owner of the firm authorized to sign:

OR

Name or person having Power of Attorney to sign the contract

Seal and sign of the tenderer

Check List

Technical bid will be evaluated on these parameters

Sr. No.	Description of Enclosure	Please ✓ or write
1	Type of Firm and Registration detail	
2	Registration (please submit requisite documents)	GST
		ESI
		PF
3	Audit Report (please submit audit reports for these three years)	FY2020-21
		FY2021-22
		FY2022-23
4	Turnover: should be more than ₹12.08 lakhs. (please submit CA certificates)	FY2020-21
		FY2021-22
		FY2022-23
5	Experience in same field i.e. maintaining of guest house/ hostel/officers' mess/ canteen etc. during the last 7 years upto 31.12.2023 (Please submit experience certificate/ completion certificate)	3 works of Rs. 16.11 lakh) or
		2 Works of Rs. 20.13 lakh each or
		1 work of Rs. 32.21 lakh
6	Earnest Money deposit through NEFT: please submit requisite documents	
7	Bank a/c details	
		PAN
8	Copy of cancelled cheque	

Previous Experience

- a) List of important works executed by the firm during last **seven years** costing **Rs. 16.11 Lakh (per contract per annum) and above** with experience in executing works of similar work in organizations / institutes / training establishments etc. preferably in banks/ FIs. (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 Private body	Contract Amount (Rs)	Whether work was left incomplete or contract was terminated from either side? Give full details.	Any other relevant info
(1)	(2)	(3)	(4)	(5)	(6)	(7)

- b) List of important on hand works costing **Rs. 16.11 Lakh (per contract per annum) and above** of similar work in organizations / 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 Private body	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)

- c. List of available tools, Equipment. (Please attach extra sheets if required)

Seal and Signature of bidder

General Instructions to the Tenderer

1. The Tenders may be submitted after visiting the site and conducting survey of the existing conditions so as 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. **Selection of Bidder**
 - Bidder has to qualify in Technical Bid. Price bid of bidder will be opened only if found eligible in Technical Bid.
 - Only those bidders whose firm has registration of GST, ESI, EPF, FSSAI etc., are eligible to apply.
 - **Only bidders/Contractor/Firm having registered office in Jammu are eligible to apply.**
 - The PART-I (Technical Bid) of the tender shall contain Pre-Qualification bid, 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. 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.
 - Selection will be based on Grand Total quoted at the price bid by the bidder.
 - **Preference shall be given to Public Sector Enterprises (PSEs)/ Banks/ FIs, where quoted rates of PSEs are within 10% of the rates quoted by L1 bidder, other things being equal. Purchase preference may be granted to the Public Sector Enterprise at the lowest valid price bid.**
 - The decision of NABARD will be final in selection of bidder.
3. In case of multiple L1 bidders, the final selection of bidder is done by GeM through system logic.
4. The estimated cost of the tender is ₹40.25 lakh for 36 months.
5. **The EMD of Rs 80506/-** required to be deposited through NEFT to the

following account:

ACCOUNT NAME	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
ACCOUNT NUMBER	NABADMN17
ACCOUNT TYPE	Current Account
IFS CODE	NBRD0000002
BANK NAME	NABARD
BANK BRANCH	HEAD OFFICE, MUMBAI

After depositing the EMD amount, the tenderer is advised to send an email to dpsp.jammu@nabard.org with the details of the transaction.

6. The EMD of the Contractor selected for award of the Annual Maintenance Contract will retained by NABARD as Retention Money Deposit (RMD) till expiry of the Contract and will not carry any interest. The successful bidder has to deposit an amount @5% of the yearly tender amount as RMD, in such case the EMD amount already deposited will be adjusted.
7. NABARD reserves the right to divide and distribute the work to more than one Contractor at its sole discretion. The tenderers are advised to ensure strict observance of commercial aspect of this Tender and also the following points:
 - (a) The Contract period will be for a period of three years starting from 01 April 2024 to 31 March 2027.
 - (b) However, the Bank reserves the right to terminate the services of the agency by giving one-month notice if the services are found to be unsatisfactory.
8. Validity of offer should be 90 days from the last date for receipt of quotation.
9. Intending bidders have to arrange for execution of pre-bid pre-contract Integrity Pact (as per Annexure VII) **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 original to “The Chief General Manager, NABARD, Jammu and Kashmir Regional Office, Railhead Complex, Railway Road, Jammu – 180012 .**
10. Tenders containing tenderer’s own conditions are liable to be rejected.
11. Instructions for filling the Price bid is as indicated in the Annexure II
12. Basic information is as indicated in Annexure III

13. Bank details are indicated in Annexure IV.
14. General Terms & Conditions is as indicated in Annexure V.
15. Scope of work is as indicated in Annexure VI.
16. Pre Bid Integrity Pact is as indicated in Annexure VII
17. Format of Form of Agreement as indicated in Annexure VIII.
18. Indemnity Bond as indicated in Annexure IX.
19. The rates may be quoted in the Price BID only and not elsewhere.
20. In case of receipt of 2 or more L1 quotes in these conditions, once again, the award of work will be decided on the basis of superiority of the vendor based on parameter matrix by NABARD which is as under:

Sr. No.	Description	Score
1	Legal Structure	20
	Private limited/Public Limited	20
	Partnership	15
	Proprietorship	10
2	Work experience in the relevant field of work	10
	>20 years	10
	20>= 10 years	5
	10>= 5 years	2
3	Average Turnover during the last 3 years ending 31.03.2023 (depending on estimated cost)	10
	20>15 lakhs	10
	15>= 10 lakhs	5
	10>=8 lakhs	2
4	No. of works in Public/Private institutions handled in India in last 7 years	5
	>20	5
	20>=10	3
	10>=5	1
5	Quantum of area of the building/work performed for the last 7 years (area in Sq. ft.)	5
	>50,000	5
	50,000 >= 25,000	3
	25,000 >= 10,000	1
6	Additional factors, if any, based on works executed in the past	5
6	Total marks	55 Max)

21 Decision of NABARD in this regard will be final and binding to all.

22 The address of the premises where the work is to be carried out are as under:

SI No	Details	Address
1	Staff Canteen	NABARD, Jammu and Kashmir Regional Office, NABARD Tower Railhead Complex, Railway Road, Near Saraswati Dham, Jammu - 180012

Seal and Signature of the authorized signatory of the contractor/ Tenderer

Instructions for filling the Price bid

1. Quoted rates should be workable and reasonable and should include:
 - a. Payment to all the contract workers engaged by contractor as per minimum wages as notified by Labour Commissioner, GoI from time to time or State Government of Jammu and Kashmir, whichever is higher. **The minimum wages must cover Central Government wage as indicated by Central Labor Commission or State Government of Jammu and Kashmir, whichever is higher. TDS will be deducted as per guidelines.**
 - b. ESI & PF benefits (Employer's contribution towards ESI & PF). EPF/ ESI has to be paid to worker considering the base full amount of applicable minimum wages prescribed by the Labour Commissioner from time to time.
 - c. Service charge should include three sets of uniform for each employee, incidental expenses and all overheads & profits.
2. The contractor may be required to furnish **Rate Analysis**, along with the price-bid, for the rates quoted by him/her in this tender, if required.
3. The contractor is advised to visit the premises before quoting the rates and get all clarifications.
4. Rates shall have to be quoted in both words and figures.

Seal and Signature of the authorized signatory
of the contractor/ Tenderer

Basic information

A. General Information		
1.	Name of the applicant organization/ vendor/ supplier/ service providers	
2.	Address for communication and contact details	
3.	Telephone number (landline) Telephone number (mobile)	
4.	E mail ID	
5.	Type of the organization (whether sole proprietorship. partnership, private limited or limited company or cooperative society, etc.)	
6.	Name of the proprietor/partners or directors in the organization	
7.	Details of Registration — (whether partnership firm, company. society, etc.) Registering Authority, Date, Registration No., etc.,(copy to be enclosed)	
8.	Whether empaneled with Government/Semi Government/ Autonomous bodies or any PSU and if so, give the details of the same (copy to be enclosed)	
9.	Number of years of experience in the field/ trade A list of important assignments may be indicated for the same along with supporting documents (Note - Minimum 7 years of experience as on 31.12.2023 is required as pre- qualification criteria)	_____Years (as on 31.12.2023)

10.	Have you in the past carried out any works for NABARD? If yes, give details	
B. Financial Information		
1.	Permanent Account Number (PAN) of the agency	
2.	GST No. (enclose copies of relevant documents)	
3.	Balance sheet and profit & loss statement for the previous three years, duly certified by a practicing Chartered Accountant in support of Annual Turnover OR Banker's Solvency Certificate in proof of having adequate financial standing.	
4.	Annual turnover during the last three years (Pl. attach CA certificate)	FY2020-21 (Rs.....) FY2021-22 (Rs.....) FY2022-23 (Rs.....)
5.	Indicate if involved in any litigation at present in similar type of contracts	
6.	Any civil suit arisen in the contracts of works executed, if any, please give brief details	
7.	Number of supplementary sheets attached	

Place:

Date:

**Seal and Signature of the
contractor/ Tenderer**

Annexure IV

Details of the Bank's Account

1.	Name of the Vendor / Firm / Contractor	
2.	Name of the Account Holder	
3.	Name of the Bank's branch and Address	
4.	Bank's Code and Branch's Code	
5.	IFSC Code of the Bank's Branch	
6.	Type of Account (Current/Saving/Cash credit)	
7.	Account Number	

Note: A copy of cancelled cheque in respect of the above account which is operated by the vendor must be enclosed

Place:

Date:

(Signature and Full Name of the authorized person with seal on behalf of Firm/Agency/Contractor)

General Terms and Conditions of the Contract

1. Manpower requirement for VOF, Officers' Lounge and Staff Canteen:

S. No	Details & Address	No. of manpower	Working Week	Special Conditions
1	Staff Canteen at Office premises – NABARD, Jammu and Kashmir Regional Office, Railhead Complex, Railway Road, Near Saraswati Dham, Jammu - 180012	Total - 03 nos. 01 Supervisor-cum-cook (Skilled), and 02 Helpers/ Cleaners (Unskilled)	Monday to Friday at Office premises	Time of Work: 1 workers – 0930 Hrs to 1730 Hrs Shift 2 workers – 1000 Hrs to 1800 Hrs Shift

- Staff deployed must have experience in maintenance, housekeeping and catering. NABARD shall provide one rest room for the personnel on duty, where only maximum three duty personnel can be accommodated at any given point of time.
- Bank will have no liability whatsoever concerning the persons deployed by the tenderer for the purpose. The successful tenderer shall keep the bank indemnified against all losses of damages or liability arising out of or imposed in the course of employment of persons(s) by him.
- The successful tenderer shall make regular and full payment of wages, salaries, PF and any other payment due to his employee(s) and furnish necessary proof.
- If applicable, the successful tenderer shall obtain the necessary labor license from the Licensing Authority under the Contract labor (R&A) Act and Contract Rules framed there under and produce the same to the authorized representative of bank whenever asked to do so.
- The successful tenderer shall comply with all acts, laws under Contract Labor (R&A) Act 1970 and EPF & ESI act, payments of wages act, minimum wages act or any other statutory rules regulations with their related amendments, by-laws applicable or which might become applicable with regard to the performance of work included herein or touching this contract from time to time and take such necessary steps as may be deemed necessary in this regard. The successful tenderer shall keep the bank

- indemnified against all penalties, claims and liabilities of every kind for any violation of such acts, Laws or Regulations etc. by him / her, his / her agents or his / her staff.
- 7.If at any time during the period of the contract, it is observed by the bank or by its authorized representatives that the services rendered by the tenderer's personnel are not to the satisfaction of the bank or any terms of the contract are violated, the bank reserves the right to terminate the contract by giving one month notice.
 - 8.It shall be entirely, the responsibility of the successful tenderer to ensure that no unlawful act is done by his person(s) while on duty.
 - 9.In case of loss of the Bank's property due to the negligence of carelessness of the person(s) deployed by the successful tenderer he will be responsible and shall make good the same.
 - 10.The successful tenderer shall be solely responsible for settling / resolving any dispute/ claim of his / her personnel during the contract. No liability shall accrue to the bank under the circumstances during / after expiry of the contract.
 - 11.The contractor shall indemnify bank against any payments to be made under and for observance of the above mentioned various laws and rules. In the event of there being any increase of workmen's compensation under any law or any additional payment or new liability under the labour laws being imposed on the contractor at any time, the additional expenditure incurred by the contractor shall be borne by the contractor and no claim will be considered and no claim will be entertained by bank on any account.
 - 12.The contractor **shall not subcontract** the whole or any part of this contract to another person/ vendor.
 - 13.All works shall be carried out in accordance with the provision of the statutory acts and laws and bureau of Indian Standards regarding fire systems in India, electricity act, local laws and by-laws as amended up-to-date. Contractor shall be solely responsible for following and adhering to the proper fire and safety precautions while carrying out any job.
 - 14.During the tenure of the contract, the contractor has to coordinate the work with other agencies working inside or outside.
 - 15.The Contractor shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract. The contract value quoted by the Contractor is inclusive of Employer's share of ESI & EPF contributions and no separate charges shall be payable by us on this account. Monthly payment will be done on production of proof of payment towards ESI & EPF(counterfoils) & other documents such as registration number, photo card etc.
 - 16.The staff deployed should be available 3 days prior to commencement of the contract to ensure smooth handing over / taking over from the existing contractor.
 - 17.The vendor has to supply all cleaning materials and equipment as mentioned in the scope of work.
 - 18.The rate quoted for the said contract shall include the cost of manpower, cost of

supervisor, contractor margin etc. as mentioned in the scope of work.

19. Contractor has to comply with all relevant statutory regulations and labour laws.

20. Payment:

- a) The Contractor should ensure payments to the workers as per latest minimum wages act and other statutory regulations on or before 7th of every month irrespective of fact that monthly bill is paid or not by the NABARD. The payment for deployment of manpower for maintenance of the VOF, Officers' Lounge and staff canteen will be made on monthly basis and on submission of the bills for the same. The bill shall be certified by the Caretaker/Asstt. Caretaker and Protocol and Security Officer.
 - b) The Contractor may ensure payment of minimum wages as stipulated by Ministry of Labour, Govt. of India or Government of Jammu and Kashmir (whichever is higher) and all other statutory payments thereof. The proof for such payments/certificates shall be produced by the Contractor along with the monthly bills.
 - c) Bill shall be submitted by the Contractor in the first week of every month for the work carried out during the previous month.
 - d) The bill should be accompanied with documents/ certificates indicating payment details
 - a. PF, ESI, etc. duly signed by the contractor
 - b. Copy of passbooks/bank statement of workers
 - c. Attendance sheet.
 - d. Payment to workers to be made through bank only and necessary documents like copy of passbooks/bank statement are to be submitted by the contractors. Bills without these documents will not be accepted for payment and the contract may be liable to be terminated and EMD/RMD will be forfeited.
21. The Contractor shall employ the required number of workers and keep the attendance record properly so that same can be inspected by the competent authority.
22. Contractors All Risk policy and work man compensation insurance policy for 1.25 times the contract value is to be taken by the agency for the workmen engaged and the same is to be submitted within 15 days of the work order.
23. Mobile phone number of the supervisor/manpower deputed shall have to be intimated to us.
24. The Contractor should provide uniforms of approved color and quality to the employees deployed for the job at NABARD at their own cost.
25. The Contractor shall observe all the necessary safety precautions for the safety of the labour and the employees of NABARD during execution of works. The Contractor would be responsible for the safety of persons employed by the Contractor as also the safety of employees of NABARD.

26. The Contractor shall take all precautions to avoid accident and causes of accident. The Contractor must be careful regarding safety during working of the Contractor worker in the premises.
27. NABARD shall not bear any responsibility in case of any accident to the Contractor worker in the premises due to no fault of NABARD's working but merely due to negligence of the Contractor worker or lack of safety provided to them by you.
- 28. Contractor/Firm should have registered office within the municipal limits of Jammu city only and should submit the valid document proof of the office address.**
- 29. Period and renewal of contract**
- a) The overall Contract period will be three years i.e., for a period from 01 April 2024 to 31 March 2027.
 - b) The contract shall be reviewed after 03 months from the date of issue of work order and shall be continued only if the performance is found satisfactory as per Bank's requirement. Thereafter, the contract shall be reviewed at the end of each year and based on the satisfactory performance, the same may be continued for the next year.**
 - c) The contract period may be extended further depending upon the discretion of the Bank.
 - d) However, the Bank reserves the right to terminate the services of the agency by giving one month notice, with or without giving any reason whatsoever, if the services are found to be unsatisfactory or if there is any breach of terms and conditions of the contract.
30. The contractor shall deploy his manpower three days in advance from the date of start of the contract to acquaint himself / his staff with the complete work at no extra cost to bank and take charge of complete system and inventory.
31. Contractors/ Firms and other entities, which have been blacklisted or debarred by NABARD or any other Government Entity are not eligible to participate in this tendering exercise.
- 32. The Bank reserves the right to award the work in whole or part, or award the work separately for Maintenance of VOF/VEF and Staff canteen at Office Premises. The decision of the Bank in this regard shall be final and binding on the contractor/s.**
- 33. Resolving Disputes**
- In the event of any difference or dispute in connection with the agreement over the right of obligations of the parties, the decision of Chief General Manager, NABARD, Jammu and Kashmir Regional Office, Railhead Complex, Jammu - 180012 shall be final and binding upon the parties.

34. Rates and Prices

The rates will be firm and all-inclusive (taxes, duties, etc.) inclusive of service tax for the entire period of the contract. No additional charges on account of transportation of men and material, lunch, tea and conveyance etc. will be given. In the case of any change of minimum wages and statutory charges, the vendor shall bring it into the notice of NABARD immediately for updation.

35. The bank will be deducting the mandatory deductions i.e. taxes etc. from the payments due to the contractor.
36. Attendance of workers as indicated in the scope shall be maintained in the premises and the same shall be verified before settlement of bills. In case of absence, proportionate value of contract pertaining to the days of absence shall be deducted from the monthly payment.

37. Penalty Clause

In case of absence of any person deployed for the purpose of this contract, if no suitable replacement is provided then deduction will be made from the payments to the successful tenderer.

- a. Non-attendance or non-rectification of the faults coming under the scope of work and terms and conditions of the contract will entitle the bank to get the job done from any other vendor at the risk and cost of the successful tenderer. The decision of NABARD in this regard will be final and binding on the contractor.
- b. In case of non-compliance of contract obligations and also in case of any damages, breakage and loss or theft to the building fittings, assets and equipment attributable to staff or labour deployed by the contractor, the contractor will be responsible for repairing / replacing the same at his cost failing which the actual cost incurred towards repair/ replacement with suitable penalty shall be imposed on the contractor by the bank.
- c. In case of unsatisfactory performance or when unsatisfactory maintenance / housekeeping / catering is brought to the notice of Bank by any guest, **Rs.500/-** per incident will be deducted from the monthly bill.
- d. In case of inappropriate behavior by deployed personnel, **Rs.500/-** per incident will be deducted from the monthly bill when such incident is brought to the notice of Bank by any guest.
- e. In the event of any accident/ damage etc. caused due to negligence of staff deployed will be debited to the contractor and he has to make good the loss.
- f. All the workmen deployed under the contract should have valid Identity Card issued by the Agency and should be in proper uniform having Agency/Firm/ Company's Name & Logo, embossed/embroidered on it.
- g. In the event of contractor's staff not attending to a specific item of work required under the contract, pro-rata amount will be deducted from

contractor's bills.

38. Arbitration

For all disputes relating to this contract, Arbitration and Conciliation Act will be applicable. The place of arbitration shall be Jammu.

Declaration by the Contractor

I have read and understood all the instructions/ conditions give above and I have taken into account the above instructions/ conditions while quoting the rates.

Date:

Signature:

Place:

Name & Address:

Seal of the Contractor:

Scope of work / Terms and Conditions

A. Maintenance of Officers Lounge/Staff Canteen at office premises.

- 1) Vendor/Service Provider is required to provide all kinds of catering services to the Staff Members/Officers'/official visitors / guests at NABARD, Jammu and Kashmir Regional Office, Railhead Complex, Railway Road, Jammu -180012
- 2) The required services include:
 - a. Providing Tea/Coffee/Green Tea, etc. to all the Staff members/Officers three times a day on all the working days and as and when required. There are approx. 120 cups of tea served every day, approx. 2640 cups per month and approx. 95040 cups of tea for 36 months, to all the officers/staff members for which payment on monthly basis will be made by NABARD.
 - b. Providing Tea/Breakfast/Lunch to the staff members/officers on their demand.
 - c. Supply of Tea/Coffee/High Tea/Snacks/Lunch/Dinner in the official meetings/ other occasions, conducted by NABARD from time to time.
 - d. Conference Catering for the High Level Meetings and Conferences hosted by NABARD will also be done by the Vendor / Service Provider on demand of NABARD.
- 3) Bank will fix the menu of breakfast, lunch and dinner in consultation with the Vendor and Lounge Committee of the bank.
- 4) **The rates for Tea/Coffee/Green Tea, snacks, lunch, dinner etc. served to staff/officers and served in the official meetings shall be decided by the Lounge Committee of the Bank in consultation with the Vendor.**
- 5) Rates for providing special catering services (Festival Lunch/Dinner, High Tea/Snacks, etc.) on special occasions shall be decided by the Lounge Committee of the Bank in consultation with the Vendor.
- 6) NABARD regularly holds various meetings / conferences / seminars etc. in its premises. In some occasions, the attendees are State level/national & international dignitaries of high stature. The rate for serving special lunch / dinner on these occasions/ high level meetings shall be decided by the Lounge Committee of the Bank in consultation with the Vendor.
- 7) **For arriving at monthly tea/coffee bill, payment will be made on actual consumption basis.** The NABARD reserves the right to review this in case of extraordinary / unforeseen circumstances.
- 8) Bills for Tea/Catering services provided in the meetings, functions, programmes, events organized by NABARD will be settled as per the menu rates fixed by the Lounge Committee.

- 9) Tea/Breakfast/Lunch supplied to the staff members/officers on their demand (Except official meetings, functions, programmes) will be paid to the vendor directly by the staff/officer concerned for tea/snacks/food items consumed by them.
- 10) For the purpose of preparing Tea/Snacks/Lunch/Dinner etc., NABARD will provide required space for kitchens / dining and crockery / kitchen equipment and furniture in the dining areas. NABARD will also provide water and electricity free of cost. While quoting rates, this aspect may specifically be taken into account.**
- 11) Vendors are advised to inspect the site/nature of service required in this regard and satisfy themselves before submitting their bids. However, no visits will be allowed after the pre – bid meeting. The vendor shall be deemed to have full knowledge of the site/nature of services to be provided, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.
- 12) The Vendor / Service Provider will source food ingredients etc., at their cost, prepare the prescribed type of food items and in quantities as approved by NABARD, in NABARD's specified space in its premises and serve the same in designated dining area / cabins/ conference halls in a hygienic manner. The Vendor Service Provider shall not prepare or serve any other item without prior approval of NABARD.
- 13) The Vendor / Service Provider shall ensure that the food shall be good, wholesome and of high quality and the ingredients like cooking oil, spices and other ingredients etc., shall be branded (should have ISI /Agmark). Moreover, before using the raw materials and other ingredients for cooking, the Vendor / Service Provider shall ensure their quality and wholesomeness. NABARD through its authorized representatives shall have the authority **to carry out tests and checks** at their convenience, the raw materials, ingredients used for cooking, cooking arrangements and the finished eatables and will **have absolute right to reject the cooked** or raw items if they do not meet the required standard at its sole discretion and the same would be destroyed at the cost of the Vendor/ Service Provider.
- 14) Vegetarian and non – vegetarian cooking shall be done separately.
- 15) Tea / Snacks / Lunch Timings – Officers/staff members would be served tea / snacks / lunch as per the timings as advised by NABARD.
- 16) The Officials and staff of NABARD are required to work at times on weekends and Public Holidays. The Vendor / Service Provider will have to provide catering service to these Officials as per need.
- 17) The Vendor / Service Provider will have to depute sufficient number of service staff to ensure service of Tea/Coffee to senior Officers in cabins during office

time as and when required by them during the day.

18) In order to ensure delivery of timely and quality services, the Vendor / Service Provider is required to engage the following minimum number of qualified and experienced catering staff –

- i. Supervisor cum Cook– One (Skilled)**
- ii. Service person – Two (Unskilled)**

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

20) The Contractor has to place a Suggestion/Complaint register in the front office for the guests.

21) Kitchen Cleanliness and Hygiene:

- a. The Vendor / Service Provider shall ensure that the food is cooked in the prescribed kitchens. Highest standard of hygiene is to be maintained. The cleanliness and maintenance of the utensils used for cooking is to be strictly ensured besides proper maintenance of fridge, water cooler etc. The Vendor / Service Provider will have to bear the cost of cleaning materials. The Vendor / Service Provider is required to ensure use of quality cleaning materials. The staff is also expected to be reporting for duty with good health and hygiene wearing washed & ironed uniforms.
- b. The Contractor shall perform the Service to the satisfaction of NABARD officials. If any shortcoming is found then on instruction from NABARD officials, the Contractor shall rectify the shortcoming immediately.
- c. The vendor shall take full responsibility of cleaning and upkeep of kitchen area of Officers' lounge and Staff canteen.
- d. The Vendor / Service Provider has to ensure that every day before and after operations, the pantry / dining halls / chafing dishes and all the crockery and cutlery are cleaned and kept in order before closing for the day.
- e. The Vendor / Service Provider has to ensure proper disposal of waste and take care to see that the outlets / ducts provided in the kitchen are not blocked /damaged etc.

22) The Vendor / Service Provider will be responsible for removal of the garbage and keeping the assigned premises neat and clean.

Seal and Signature of the authorized
signatory of the contractor / Tenderer

PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs.200 non-judicial Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

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

And

..... hereinafter referred to as **“The Bidder”**

Preamble

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

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

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section2 – Commitments of the Bidder(s)

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

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

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

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or are representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

17. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Independent External Monitor appointed for NABARD is : **Dr. Sanjay Kumar Panda, IAS (Retd.) 515, Ward No. 3 Sideshwar Sahi Cuttack City, District Cuttack, Odisha – 753008.**

- (1) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential. He / she reports to the Chairman, NABARD.
- (2) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractors.
- (3) The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non- disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & on behalf of the Bidder)
(Office Seal)

Place _____
Date _____

Witness 1:
(Name &Address)

Witness2:
(Name &Address)

ARTICLES OF AGREEMENT

(On Non-judicial stamp paper of ₹300/-)

AGREEMENT FOR MAINTENANCE CONTRACT

THIS AGREEMENT is made at Jammu on this _____ day of _____ 2023

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Jammu and Kashmir Regional Office at NABARD Tower, Opposite Municipal Garden, Usmanpura, Jammu -380013, hereinafter referred to as “**NABARD**” (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the **ONE PART**

AND

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

*(NABARD and the Contractor are collectively hereinafter referred to as “**the parties**”)*

WHEREAS

- (1) NABARD, being desirous of outsourcing the works relating to Maintenance contract for catering services of its premises at NABARD Tower, Railhead Complex, Railway Road, Jammu-180012 and for maintenance and catering of VOF/VEF at NABARD Gram, Channi Rama, Near CRPF Transit Camp, Jammu -180012 (hereinafter collectively referred to as “the said Premises”) for the period 01.04.2024 to 31.03.2027, had, vide its letter No.dated, issued a “Notice Inviting Tender” (hereinafter referred to as “the NIT”) inviting bids for providing the said works at the said Premises. A copy of the NIT is annexed herewith as “Annexure 1” and to be read as part and parcel of this Agreement.

- (2) The Contractor had, vide its letter dated..... , submitted its Tender for undertaking the said works at the said Premises.
- (3) NABARD, vide its Letters of Intent No.datedhad selected the Contractor for carrying out the said works at the said Premises.
- (4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

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

1. The contract shall commence from 01 April 2024 and shall continue till 31 March 2027 unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of **Rs.....Lakh per annum for the said period** to the Contractor for carrying out the said works in the said Premises as per the details given in **Scope of Work** in the tender. The rate will remain fixed throughout the entire period of contract i.e. till 31.03.2027 duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled/semiskilled/unskilled labour, the rates will be revised as per the revision in minimum wages as announced by State/Central Govt. whose rates are adopted. NABARD will make payments only after the satisfactory completion of the periodic services on monthly / quarterly basis as indicated in the tender document.

The contractor will implement and operationalise web based / app based complaint registration system if supplied by NABARD. No payment will be made by NABARD to the contractor in this regard.

2. The contract is for the period of 03 years i.e. 01.04.2023 to 31.03.2027 as indicated in the tender document.
3. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.
4. The Contractor should make discreet inquiries about the character and antecedents of the persons whom they are deploying in NABARD. The Contractor shall ensure that the individuals deployed in NABARD satisfy the

minimum technical and educational qualifications as mentioned in the tender document.

5. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by:-
 - i) List of individuals deployed
 - ii) Bio-Data containing educational qualifications and previous experience/s, date of birth, etc.
 - iii) Certification of verification of antecedents of persons by local Police authority.
 - iv) Identity Cards bearing photograph.
6. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in Annexure V of the tender document. No additional payment shall be made if the contractor keeps more staff for completing the pending work or if minimum staff strength is not able to perform satisfactorily as per the contract provision. All deployed manpower shall wear Identity card/s provided by the office every day during working hours.

NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.

7. The said works at the said Premises, which will be entrusted to the Contractor from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.
8. The Contractor shall, for all intents and purposes, be the “Employer” within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him and deployed in NABARD shall remain under the overall control and supervision of the Contractor. The persons deployed by the Contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The Contractor’s personnel shall not claim any benefit/compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
9. The Contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses **including Health & Fire Licenses from Municipal Authority and Food Safety License. etc.**, as may be necessary or required for carrying out the said works in the said Premises in accordance with this Agreement. The Contractor shall also inform and assist NABARD in procuring any registration, permissions or approvals, which may be at any time during the

currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act 1970 and the Rules and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and / or renewed from time to time throughout the currency of this Agreement.

10. All persons deployed by the Contractor in NABARD will be subjected to security check by the NABARD while entering and leaving the premises. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.
11. The Contractor shall attend to complaints relating to the said work received from the employees of the NABARD and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.
12. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.
13. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions/duties, or for payment towards any compensation.
14. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to NABARD or any person authorized by NABARD, on demand. Further, the Contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.
15. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD. It will be the responsibility of the contractor for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.
16. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, and Sweater to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as gloves, masks, etc.

17. The Contractor, wherever and whatever material is provided by NABARD, shall use it properly. Any improper use leading to wastage / pilferage shall be made good by the Contractor to NABARD.
18. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed by the Contractor if they sustain any injury etc., while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD.
19. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, administrative/ organizational matters as all are of confidential/secret nature.
20. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.
21. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.
22. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the Officials of Jammu and Kashmir RO, NABARD so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
23. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.
24. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/conflict of interest/misconduct.

25. In case, the manpower deployed by the Contractor commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD, remove him/them from the said Premises.
26. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in the State of Jammu and Kashmir/GoI, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.
27. The Contractor, as a taxable service provider, must be registered with Central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans should be serially numbered and it should contain the Name and address of Service Provider & Service Receiver, Description of service, etc.
28. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are released before the 7th day of the following month *in the presence of NABARD's representative*, irrespective of receipt of payment from NABARD.
29. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.
30. The Contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
31. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to NABARD or any other authority under law.
32. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees /agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

33. The Contractor will have to deposit a security amount of **Rs.....(Rupees.....)** via **NEFT/RTGS** for NABARD VOF Catering & Maintenance and Catering to Officers Lounge and Staff Canteen in the account details provided in the tender, covering the period of this Agreement. In case, the Agreement is further extended beyond the initial period, the security deposit would be retained.
34. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.
35. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.
36. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.
37. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.
38. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.
39. If the services of the contractor are not found satisfactory, the contractor will be given one month notice to improve his services. If the contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the contractor firm can terminate the agreement by giving three months notice in advance. If the Contractor fails to give such three months notice in writing for termination of the agreement, then the Security Deposit will be forfeited. Notwithstanding anything contained in this Agreement, the Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till the date of termination this agreement.
40. On the expiry or early termination of the Agreement, the Contractor will withdraw all its personnel without in any way causing any damage to the said premises and the property therein and clear their accounts by paying them all

their legal dues. The persons deployed by the contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in NABARD.

41. Resolution of disputes

41.1 This Agreement shall be governed by and construed in accordance with the laws of India.

41.2 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representative.

41.3 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, such unsettled dispute or difference shall be referred for arbitration by sole arbitrator, mutually agreed upon by the parties, in accordance with the Arbitration and Conciliation Act, 1996.

41.4 The venue of the arbitration shall be at Jammu .

41.5 The language of arbitration shall be English.

41.6 Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

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

43. This Agreement, its Annexures and the whole tender document constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence.

The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

- 44. This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.
- 45. The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies.
- 46. In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorised officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered
By Shri _____
DGM/ GM

Signed, sealed and delivered
by Shri _____

For & on behalf of NABARD

the duly authorized signatory for & on
behalf of the Contractor

In the presence of

1.....

2.....

In the presence of

1.....

2.....

INDEMNITY BOND

(On Rs. 300/- Stamp Paper)

KNOW all men by these presents that I, Shri _____ of
M/sdo hereby execute
Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at C-24, G Block, Bandra-Kurla Complex, Bandra (E) Mumbai-400051 and J&K Regional Office at NABARD Tower, Railhead Complex, Railway Road, Jammu – 180012 and M/S
having their office at on this day of 2023.

WHEREAS NABARD have appointed M/s. as the Contractor for their proposed work relating to “Annual maintenance and catering of VOF at NABARD Vihar, Jammu and Officers’ lounge and Staff canteen of NABARD Jammu and Kashmir Regional Office, Usmanpura, Jammu ”.

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/s.....hereby do Indemnify, and same harmless NABARD against and from

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

IN WITNESS WHEREOF THE M/s.....has set his/their hands on this
.....day of.....2023.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS:

- (1)
- (2)

Seal and Signature of the authorized signatory of the contractor
/ Tenderer

अधिकारी लाउंज/स्टाफ कैंटीन के
रखरखाव हेतु वार्षिक रखरखाव अनुबंध के लिए
निविदा (ई निविदा, GeM के माध्यम से)

Part II - PRICE BID

PRICE BID SCHEDULE OF QUANTITIES

A. Manpower for Staff Canteen

	Particulars		Rates / %age	Amount per month (Rs.)
a	Unskilled Helper -02 Nos.			
i.	Basic Wages plus VDA	For 26 days (as per latest Central govt. min. wages)	628	16,328.00
ii.	EPF, EDLI & AdminCharges	% of (i) (max. limit of basic wage & VDA is 15000pm)	13%	1,950.00
iii.	ESIC	% of (i)(max. limit of basic wage & VDA is 21000.00 pm)	3.25%	531.00
	Sub Total			18,809.00
Total for 2 helpers Unskilled			-----	37,618.00

b	Skilled – Cook cum Supervisor			
i.	Basic Wages plus VDA	For 26 days (as per latest Central govt. min.wages)	832	21,632.00
ii.	EPF, EDLI & AdminCharges	% of (i) (max. limit ofbasic wage & VDA is 15000pm)	13%	1,950.00
iii.	ESIC	% of (i)(max. limit of basic wage & VDA is 21000.00pm)	3.25%	0.00
	Total for one Cook cum Supervisor (skilled)			23,582.00
	Total wages for 03 manpower (01 skilled, & 02 unskilled)		-----	61,200.00
	Service charge to be quoted (In percentage & Amount)		-----%	
	Total Cost of manpower for Officer Lounge/Staff Canteen			

D. Consolidated Cost for 01 month

S. No.	Item of Work	Amount Per Month (Rs.)
1	Officers' Lounge/Staff Canteen (Manpower)	
I	Total ManpowerCost	
III	Base Amount forone month	
IV	GST @18%	
IV	Total for One Month	
V	Grand Total for three Years (36 month)	
VI	Rate for serving 02 cups per day of Tea/Coffee/Green Tea (for approximately 60 officers/employees / non-staff workers for 22 working days of 36 months 95040 cups	
VI (V+VI)		

- GST as applicable will be paid extra.
- Wages indicated above are as per the Central Government minimum wages and are only indicative. The minimum wages quoted by the bidder must cover Central Government wage as indicated by Central Labor Commission or State/UT Government of Jammu and Kashmir, whichever is higher.
- Rates quoted would be applicable for the entire period. However, revision in rates would be considered only if the minimum wages & taxes are revised.
- **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 i.e. the minimum service charge must not be less than 3.85%.**
- The Service Charges quoted above may include contractor's profit, premium towards insurance cover for the workers employed, premium towards third-party insurance cover, other incidental administrative costs like provision of uniforms to workers etc. These costs (or percentage) are to be solely decided by bidder for the purpose of this quotation.
- The procedure mentioned at in General Instructions to the Tenderer, sub-para 4, shall be followed in the event of multiple L1 bidders after opening of Price Bids.
- VDA=Variable Dearness Allowance, ESI= Employee State Insurance, EPF= Employee Provident Fund, EDLI= Employee Deposit Linked Insurance Scheme.

Place:

Date:

Name:

Address:

Seal and Signature of the
tenderer/bidder with stamp