



राष्ट्रीय कृषि एवं ग्रामीण विकास बैंक
NATIONAL BANK FOR AGRICULTURE
AND
RURAL DEVELOPMENT

नई दिल्ली क्षेत्रीय कार्यालय, राजेंद्र प्लेस
New Delhi Regional Office, Rajendra Place

**Tender for providing Maintenance and Operation of Visiting
Officers Flat, Visiting Employees Flat, Medical Flat, Lounge
and Canteen**

निविदा संख्या :01/2024-25
Tender No:01/2024-25

**Earnest Money Deposit: Rs. 1,40,000/- (Rupees One Lakh Forty Thousand
only)**

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TENDER PROCESS SCHEDULE

Activity	Date and time
Date of Issue of Tender	20 August 2024 at 2200 hrs
Last date for submission of the Bid	09 September 2024 till 2200 hrs
Date of Pre – Bid Meeting	27 August 2024 at 1100 hrs at New Delhi RO.
Date and Time of Opening of Technical Bid	10 September 2024 at 1100 hrs
Date and Time of Opening of Financial Bid	To be communicated later

Note: Any change in above schedule, on account of reasons, whatsoever, shall be informed to the bidders by e-mail and corrigendum at GeM. Tenderers are advised to periodically check their e-mails and GeM for latest updates related to this Tender.

Important Definitions

1. "NABARD" means National Bank for Agriculture and Rural Development.
2. "The Bank" means NABARD, New Delhi Regional Office, New Delhi.
3. "Recipient", "Respondent", Tenderer and "Bidder" means respondent to the Tender Document.
4. "RO" means Regional Office.
5. Selected Bidder and Bank shall be individually referred to as "Party" and collectively as "Parties".
6. "Bid" means response to this Tender Document.
7. "Tenderer" or "Contractor" shall mean the individual, or Manager of the firm or company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assignees of such firm or company.
8. "VOF" means Visiting Officers Flat.
9. "VEF" Means Visiting Employees Flat.
10. "Contract Price" shall mean the final accepted rates in the Bill of Quantities. "
11. "Accepting Authority" shall mean the Deputy General Manager, Liaison Section, National Bank for Agriculture and Rural Development, New Delhi Regional Office, New Delhi. 'Approval' wherever used in the specifications or scope of work shall mean, approved by or approval of the 'Accepting Authority' in writing.
12. "Appellant Authority" shall mean the General Manager (Officer- in-charge), National Bank for Agriculture and Rural Development, New Delhi Regional Office, New Delhi, who shall also be the authority to consider any extension of time or compensation as detailed in clause hereunder.

13. Notice in writing or written notice shall mean a notice in writing typed or written characters delivered to or sent by contractor, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.
14. "Letter of Acceptance" shall mean an intimation by a letter issued by the Accepting Authority of the Employer to tenderers that his tender has been accepted in accordance with the provisions in the said letter.

Disclaimer

The information contained in this Tender Document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of National Bank for Agriculture & Rural Development (NABARD), New Delhi Regional Office is provided to the bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is not an offer or invitation to bid by NABARD, to any party other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this Tender Document is to provide the bidder(s) with information to assist them in formulation of their proposals. This Tender Document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis regarding any information contained in the Tender Document and the meaning and impact of that information and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice. National Bank for Agriculture & Rural Development, New Delhi RO, makes no representation or warranty, express or implied, and shall incur no liability under any law, statutory rules or regulations as to the accuracy, reliability or completeness of this Tender Document. National Bank for Agriculture & Rural Development, New Delhi RO, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this Tender document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

This Tender Document has been prepared solely for the purpose of enabling the Bank in defining the requirements for engaging the Services of an Agency for Maintenance and operation of Lounge and Canteen and Visiting Officers

Flats(VOF) at NABARD Tower, 24, Rajendra Place, New Delhi, Visiting Employees Flat(VEF) and Medical Flat Hingiri apartments Kaushambi, Ghaziabad (U.P.)/Jungpura Extension as mentioned in the Scope of Work.

The Tender Document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process.

Section 01
Notice Inviting Tender (NIT)

Ref. No. NB. ND./ 01 / 2024-25

20 Aug 2024

Madam/ Sir

Notice Inviting Tender – Annual Maintenance Contract of Lounge and Canteen, Visiting Officers Flat (VOF), Visiting Employees Flat (VEF) and Medical Flat.

1.1 Invitation for Bids

National Bank for Agriculture and Rural Development (NABARD), is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "The Bank") having its Head Office at Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.

NABARD, New Delhi Regional Office, New Delhi intends to invite Techno-Financial Bids for Annual Maintenance and Operation contract of Lounge and Canteen, Visiting Officers Flat (VOF), Visiting Employees Flat (VEF) and Medical Flat from 01 Oct 2024 to 31 Mar 2026. **A complete set of the Tender Document can be obtained from NABARD website www.nabard.org and GeM portal.**

1.2 Objectives of the Tender

(i) Selection of agency for providing following: -

- To Maintain and Operate the services of Lounge and Canteen, Visting Officers Flat (VOF) for Officers at New Delhi Regional Office at Rajendra Place, Visiting Employees Flats (VEF) and Medical flats at Himgiri Apartments, Kaushambi, Ghaziabad (U.P.) / Jangupra Extension, New Delhi.

1.3 Tender Submission

The Bids can be submitted through e-tendering (e-bid) mode by login GeM- Portal for the aforesaid tender as per detailed technical specifications and other requirements as mentioned more specifically in the e-tender document.

The e-tender document will be available to the bidders /contractors on GeM -portal and also on NABARD's website www.nabard.org from 20 Aug 2024 (Tender available on NABARD's website is only for reference purpose)

1.4 Tender Schedule

The details related to Bid Collection and submission are given below:

Bid Reference number	NB.NDRO/ 01 / Liaison- / 2024-25
Earnest Money Deposit (Refundable)	<p>₹1,40,00,0/-/- (Rupees one lakh forty thousand only) by way of NEFT to NABARD current A/c as per the bank details below:</p> <p>Name of the A/c Holder: National Bank for Agriculture and Rural Development</p> <p>A/C No : NABADMN23</p> <p>IFSC : NBRD0000002</p> <p>Bank : NABARD Head Office, Mumbai</p> <p>Type of A/c : Current (To be paid before submission of the Bid)</p>
Date of issue of the Tender	20 August 2024 at 2200 hrs
Pre-Bid Meeting	27 August 2024 at 1100 hrs at New Delhi RO.
Last date and time for submission of Bids	09 September 2024 till 2200 hrs.
Opening of Technical Bid	10 September 2024 at 1100 hrs.
Opening of Financial Bid	Date to be advised separately to the shortlisted bidders
Contact Persons	Ms Indu Yadav, Mgr, 01141539164
E- mail	liaison.delhi@nabard.org

- 1.5 For any clarification, you may contact on above-mentioned Phone/Mobile no and email ID.

--SD--
(Deputy General Manager)
New Delhi Regional Office
New Delhi

Section 02

Terms and Conditions -General

2.1 Information Provided

The Tender Document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this Tender Document. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers have carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the Tender Document.

2.2 For Respondent Only

The Tender document is intended solely for the information of the participating bidders who (“the Recipient” or “the Respondent”) are interested to participate in tendering process.

2.3 All Costs to be Borne by the Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient /Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent. Stamp duty that may be incurred towards entering in to agreement with the successful Bidder for awarding the contract will be borne by the successful Bidder.

2.4 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

2.5 Bidder’s obligation to Inform Itself

The Recipients are advised to study the Tender Document carefully. Submission of the bids will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the Tender Document with full understanding of its implications. Bids not complying with all the

given clauses in this Tender Document are liable to be rejected. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in all respects may result in the rejection of the bid. The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the Tender Document and the meaning and impact of that information.

2.6 Errors and Omissions

Each bidder shall notify the Bank of any error, omission, or discrepancy, if any, found in this Tender Document.

2.7 Acceptance of Terms

The bidders will, by responding to the Bank's Tender Document, be deemed to have accepted the terms as stated in this Tender Document.

2.8 Earnest Money Deposit

2.8.1 The Bidders shall deposit an amount of Rs 1,40,000/- (Rupees One Lakh Forty Thousand only) towards Earnest Money Deposit by way of NEFT to the Account of NABARD as per the details given below:

Name of the A/c Holder	National Bank for Agriculture and Rural Development
A/C No	NABADMN23
IFSC	NBRD0000002
Bank	NABARD Head Office, Mumbai
Type of A/c	Current

(To be paid before submission of the Bid)

The option of submitting EMD as Bankers Cheque/Demand Draft is not available.

2.8.2 The EMD is to be paid before submission of the bid.

2.8.3 However, MSMEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations and empaneled with NABARD itself are exempted from clause of EMD subject to the providing of copy of such Registration Certificate.

The EMD receipt or certificate of registration (as MSME) with Central Procurement Organizations should form part of the Technical Bid Document submitted by the Vendor/Bidder. Failure to comply with this condition shall result in summary rejection of the Quotation/Bid.

2.8.4 The EMD shall be forfeited if:

- i.) A Vendor/Bidder withdraws the offer during the period of validity of the bid.
- ii.) The successful Vendor/Bidder fails to execute the work satisfactorily within the stipulated time schedule. NABARD's decision in the above cases will be final.

2.8.5 No interest shall be paid on the EMD deposited by the tenderer . EMD of the successful bidder shall be refunded after the successful completion of the work, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder

2.8.6 The EMD of the unsuccessful Bidder shall be returned within four weeks of the successful completion of the Bid Process.

2.8.7 The EMD of the successful Bidder shall be retained as Initial Security Deposit payable at the end of the Contract Period.

2.9 Indemnity

- i. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to labour act, minimum wages act, engaging the manpower laws etc.
- ii. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.
- iii. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- iv. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making a decision in respect of such loss or damage.

2.10 Liability of the Selected Bidder

Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the Contract.

Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the firm and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this Tender Document. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.

"Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including but not limited to loss of income or profits."

2.11 Negligence by the Bidder

In connection with the work or contravening to the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such time as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf.

2.12 Obligations of the Bidder

The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

2.13 Termination of the Contract

The Bank reserves its right to cancel the entire contract in whole or part at any time without assigning appropriate reasons in the event of one or more of the following conditions:

- i. Delay in completion of the work beyond the specified periods for reasons solely ascribed to the bidder.
- ii. Serious discrepancies noted in the conduct of the work.
- iii. Breaches in the terms and conditions of the contract.
- iv. If the bidder fails to perform any other obligation(s) under this Tender/and subsequent agreement.

2.14 Effect of Termination

The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination,

provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

2.15 Publicity

Any publicity by the selected bidder in which the name of the Bank is to be used should be one only with the explicit written permission of the Bank.

2.16 Inspection of Records

All bidder's records with respect to any matter covered by this Tender Document shall be made available to the Bank or its authorized officials at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.

2.17 Integrity Pact

As per Central Vigilance Commission guidelines, all PSBs/Insurance Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors / bidders and the buyer (i.e. NABARD), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the buyer and all bidders and stipulates rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the Pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished in Annexure IV. The Prospective bidders have to submit the same duly signed on a non-judicial stamp paper of Rs.100/- at the time of submission of the Bid. Non-submission of 'Integrity Pact' shall disqualify the prospective bidder at the initial stage and their Technical/Financial bids shall not be opened.

The IP also envisages appointment of Independent External Monitors (IEMs), persons having high integrity and reputations, who will examine any complaint received regarding tenders and submit their report to the Chief Executives and also to the Chief vigilance Officer of bank in case of suspicion of irregularities.

2.18 Compliance with Laws

Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes for providing Maintenance and Operation of Visiting Officers Flat, Visiting Employees Flat, Medical Flat, Lounge and Canteen under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

2.19 Resolution of Disputes

In case of failure to resolve the disputes and differences amicably, the matter may be referred to a single arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out the specific disputes therein. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party, and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the Arbitration. The venue of the arbitration shall be New Delhi under the exclusive jurisdiction of the courts at New Delhi. The language of arbitration shall be English. The award shall be final and binding on both the parties. Work under the contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by NABARD or 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 contract, no payment due, or payable by NABARD, to the bidder shall be withheld on account of the on-going arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters, thereof. The cost of arbitration (except

the cost and fee of advocates) shall be borne by each party in equal proportion. The cost of the advocates shall be borne by respective party appointing the advocates.

2.20 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution and "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, for award of contract, if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

2.21 Violation of Terms

It is clarified that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Tender Document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

2.22 Non-disclosure of Information

The Selected Bidder shall not disclose any information related to Bank without the Bank's prior written consent, disclosure of any specification, plan, or information furnished by Bidder or his staff is liable to action against them.

2.23 No Commitment to Accept any Bid

Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank has the right to re-issue tender/bid. Bank reserves the right to make any changes in the terms and conditions of Tender Document that will be informed to all bidders. Bank will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their

offer/bid is rejected. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder.

2.24 Exit Option

The Bank reserves the right to cancel the contract in the event of the failure of the bidder to agree on the terms of the contract within 30 days from the date of communication of award by the Bank and sharing of terms of contract by the Bank and subject to a cure period of 30 days. If the bidder does not meet these criteria, then the Bank may at its discretion declare the next best bidder as the successful bidder. The contractor will have an option to exit from the contract if felt so, by serving a notice period of 90 days on a mutually agreeable date.

2.25 Force Majeure

In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, systemic breakdown, failure of electricity supply, accident and labour trouble, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives 10 days' notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented.(In case, Force Majeure continues more than 30 days, both the parties should discuss to find out mutually agreeable solution to the problem. In case, it is decided to terminate the contract, the Bank shall be required to pay the bidder only such amounts as due to it on account of completed items. The bidder shall not be liable for any loss, damage or claims under this Agreement for termination due to Force Majeure clause).

2.26 Disqualification

Any form of canvassing/lobbying/influence/query regarding short-listing, status, etc. will be a disqualification.

Section 03

Terms and Conditions-General

3.1 The Bank does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by the Bank. If required, the Bank may call written clarification from the bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by the Bank within a stipulated time. The Bank reserves the right to reject the bid if it is found to be abnormally low to deliver/perform the contract.

3.2 Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions and nature of work requirements to their utmost satisfaction before quoting.

3.3 All appropriate taxes including Goods and Service Tax, minimum wages will be paid as per relevant Act etc. as applicable from time to time for the entire Contract period. Under any circumstances, no price escalation, whatsoever, shall be entertained/permitted/allowed during the contract period.

3.4 Monthly payment will be made based on bill submitted by the contractor and Certified by the concerned officer or any other person authorised by NABARD that the services given by the contractor as per the scope of the work. The Contractor has to get the signature of the concerned officer, or any other person authorised by NABARD after completion of the respective work in prescribed format/given for respective work and should submit all these with the bill.

3.5 GST-TDS, Income Tax, Works Contract Tax and other taxes as applicable, will be deducted at Source from total payments due to the Contractors.

3.6 NABARD will not be under any liability whatsoever, 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 his (contractor's) own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) 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 with suitable Insurance cover in the event of any damage to persons 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.

3.7 The contractor shall deploy experienced staff as indicated in Scope of work to ensure the delivery of required service.

3.8 All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules.

3.9 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 are liable to be rejected.

3.10 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.

3.11 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 various sites and wage register for payment (at least minimum wages as per Central Govt. (GOI) shall be paid) 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 and payslips for respective payments are duly issued regularly. NABARD may ask for past payslips and payment records to be submitted along with the monthly bill. Wages to employees must be paid in electronic means only.

3.12 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 contractor should submit proof of payment (counterfoils) with NABARD towards ESI & PF with monthly bill & other documents such as registration number, photo card etc.

3.13 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.

3.14 The Contractor shall ensure regular payment to his staff posted for the captioned work and the payment made to staff should not be less than the minimum wages notified by the Central Govt. from time to time and Proof for the same may be submitted to NABARD.

3.15 The manpower deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary Training should be done by the contractor before posting the staff at site. The Contractor 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 deployed is not able to perform satisfactorily as per the contract provision. Further, contractor has to seek permission from NABARD for deployment of additional manpower, if any as per requirement.

3.16 The Contractor's workmen should report to concerned officer or any other person authorised by the Bank as per timings mentioned in the scope of work. A register will be kept at site showing attendance on day-to-day basis and which will be countersigned by the security guard on duty the time when contractor's worker arrives & signs at site. The same shall also be signed by ACT & the same or copy shall be presented along with the Contractor's monthly bill.

3.17 The Contractor shall abide by the requirements of Security from time to time and shall strictly follow the obligations required by NABARD.

3.18 The Contractor should obtain necessary permission that may be required for the purpose of this Contract/service from such authorities as may be prescribed by Law from time to time.

3.19 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.

3.20 The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of NABARD. In the event of any damage / loss of life and property of

NABARD, the contractor shall fully compensate NABARD for such damage/loss. The decision of NABARD in this regard shall be final and binding on the contractor.

3.21 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.

3.22 In case of any default or failure on Contractor's part to comply with anyone / all 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.

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

3.24 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.

3.25 The cleaning work and cooking should be carried out with least inconvenience to the occupants of guestrooms/ staff members of NABARD. The workmen employed by the Contractor should abide by the Rules and Regulations prescribed 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 occupants of guestrooms. The contractor shall provide photo identity card to its workers including the leave reserves. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site. Contractor has to maintain a register of his manpower deployed with photo, ID card no. and permanent address, which needs to be modified/verified periodically.

3.26 The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. NABARD will provide necessary assistance in the matter.

3.27 The Contractor shall provide documentary proof of police verification for each and every person deployed with NABARD and replacement, if any, shall also be brought into effect.

3.28 EXIT: The first three months of the contract shall 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 30 days, to improve his services. If the contractor fails to improve his services within the notice period, NABARD shall have the discretion

to terminate the contract either in part or in whole, any day after the expiry of the said notice period.

3.29 The contract is liable for termination by giving one month's notice by NABARD and three months' notice by contractor.

3.30 Contractor to ensure the manpower deployed at workplace should wear proper uniform during duty hours and maintain the personal hygiene. A declaration for individuals' health to be submitted by the contractor that he/she is not suffering with any contagious disease.

3.31 The contractor shall ensure to provide an alternate manpower or replace with a suitable standby in case any of the regular staff deployed is absent or is on leave, so as to ensure suitable services.

3.32 On-site storage space will be provided to the Contractor at workplace for day to day work. NABARD will not be responsible for contractor's materials. The contractor will be required to vacate the storage space as per the exigency arising without any extra cost to NABARD.

3.33 The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof, without written permission of NABARD.

3.34 While submitting the monthly bill, the contractor have to submit detailed information on the complaints received, pending and the reasons there for and likely date of attending the same. Bill will be considered for payment after receiving the statements. Contractor will not link payments to his labourers with the settlement of bills by NABARD.

3.35 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.

3.36 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.

3.37 The Contractor shall extend necessary help to other Contractors engaged by NABARD under separate contract for their respective work.

3.38 The Contractor shall be required to furnish NABARD, as and when required, the following:

- i. The Power of Attorney, name and signature of his authorized representative, who will be in-charge of execution of this contract.
 - ii. Registration certificate copies.
 - iii. Wage Book, Muster Book pertaining to labourers 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. The Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by him. Any damage caused wilfully or any negligence to the works executed, shall be borne by him.
- 3.39** 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. (Contractor shall not use NABARD work site for commercial purpose), outside the scope of work.
- 3.40** 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 what-so-ever against NABARD.
- 3.41** This 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. 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. 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.
- 3.42** The **contract shall be valid up to 31 March 2026**. The bank also reserves the right/option to extend the validity of this contract at the same rates and on the same terms and conditions. Extension of the contract depends on the satisfactory report given by the NABARD, on the mutually agreeable terms.
- 3.43 Forfeiture clause:** In case of negligence/dereliction of duty by contractor's staff, the Bank shall terminate the above contract without giving any notice and the security deposit shall be forfeited.

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

Note: 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

Section 04

Safety Code

4.1 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.

4.2 The Contractor shall maintain in a readily accessible place first-aid equipment including adequate supply of sterilized dressings and cotton wool. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.

4.3 Smoking and chewing pan/tobacco/gutkha, consuming alcohol any other drugs etc. by persons deployed by Contractor are strictly prohibited in the building premises.

4.5 The Contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding the safety during working of his staff in the premises/site. The contractor has to ensure that the persons deployed at the site should wear proper uniform and carry ID cards within NABARD premises.

4.6 It is entirely the responsibility of the contractor to follow the safety procedures depending upon the nature of works and the Contractor is free to approach NABARD for any suggestion in this regard. However, if there is any lapse in following the safety procedures, the same will be viewed seriously.

4.7 Penal action will be taken if the deployed manpower do not wear uniforms and photo identity cards issued by the Contractor and thus pose a security risk to the safety of the Bank's establishments.

4.8 The decision of the Bank in all cases attracting penalties shall be final and binding on the contractor.

4.9 Adequate insurance cover shall be arranged by the Contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while performing the work and Bank should be kept indemnified from any such eventualities. In case of fire emergency, it should be ensured by the contractor that the staff deployed by him/her should be able to handle.

4.10 Any Manpower employed by the contractor if found to be in misconduct, stealing, theft or any fraudulent activities will immediately be removed from place by NABARD, without assigning/justifying any reason thereof.

4.11 If contractor is not able to adhere to the terms and condition of contract it will attract penalties as on violation of mentioned clauses and conditions which includes scope of work etc. and complete tender document and two written communications on the subject will attract no penalty but third written communication on the same subject will attract 10% of deduction of amount from the monthly bill of the month in which 03rd communication on same subject will be issued to the contractor.

Section 05

Scope of Work

5.1 Description of site

The Office building has Ground+09 floors. The Officers' Lounge includes NABCONS Canteen, Staff Canteen, and kitchen, which are located on the 02nd floor of the office building. Various Meetings are held in the Conference Hall, which is located on the 3rd floor of the Office Building. The catering for the same is arranged at the Officers' Lounge on the date of the meeting. The Regional office building accommodates visiting officers Flats (VOF) for officers on the eighth and ninth floor. These flats temporarily accommodate the officers and their families during their transit for official and personal requirements. In addition, few VOF, Visiting Employees Flat (VEF) and Medical flat are available at Himgiri Apartments, Kaushambi, Ghaziabad (U.P.) / Jangupra Extension, New Delhi.

5.2 The Vendor has to provide following services at indicated places in below table: -

Location	Office/facilities	Services Required
NABARD Tower 24, Rajendra Place, New Delhi.	i. Visiting Officers Flat including Executive VOFs ii. Officers Lounge for NABARD Officers iii. Staff canteen and NABCONS canteen	Tea/coffee/Beverages, etc Snacks, Breakfast, Lunch and Dinner or any items demanded by the guest.
Himgiri Apartments, Kaushambi, Ghaziabad(U.P.)	i. Visiting Employees Flat ii. Medical Flat	Tea/coffee, etc Snacks, Breakfast, Lunch and Dinner or any thing demanded by the guest
Jangupra Extension, New Delhi	i. Visiting Employees Flat ii. Medical Flat	Tea/coffee, etc Snacks, Breakfast, Lunch and Dinner or any thing demanded by the guest

5.3 Manpower required:-

Location	Manpower required	No required	*Timing	Remarks
SITE - I				
New Delhi Regional Office Rajendra Place	Supervisor / Manager	01		Responsible for the overall supervision of Lounge and canteen, VOF, VEF and Medical Flat.
	Cook	03	May be deployed 08 hours shift	Responsible for preparing the food.
	Serving/Multi-tasking Staff	05		
	Room Attendant	02		Responsible for attending the Guest in rooms.
	Helper for cleaning the dish etc	01	0800 hrs to 1600 hrs	For dish washing and housekeeping of the kitchen, lounge and canteen area.
SITE-II				
Himgiri Apartment, kaushambi/ Jangpura Ext., New Delhi	Room attendant/ multi-tasking staff	02		

* Rotation of manpower may be done as per work requirement from time to time.

5.4 **Services required are as following: -**

5.4.1 **Lounge and canteen**

i. Regular services to be ensured by the Vendor

The required services include providing Tea/coffee/green Tea/beverages etc. to all the staff members/Officers on all the working days including Saturday/ Sunday when office is open and as and when required. The vendor will be required to provide a full cup (150 ml) of Tea/Coffee/Green Tea to Officers/staff as indicated below: -

Details of Staff	No of serving	Remarks
NABARD Staff	Twice in a day	Price for per cup of Tea/coffee/green Tea be quoted in the price bid by the vendor.
NABCONS Staff		
Contract Staff of vendors	Once in a day	

ii. On demand services to be provided by the Vendor

- Providing Tea/Breakfast/ Meals/ Lunch/ Snacks to the staff members/ officers on their demand.
- Supply of Tea/Coffee/High Tea/Snacks/Lunch in the official meetings/ other occasions, conducted by NABARD from time to time.
- Conference Catering for the High-Level Meetings and Conferences hosted by NABARD will also be done by the Vendor on demand of NABARD.

iii. Rates for providing special catering services (Festival Lunch, High Tea/ Snacks, etc.) on special occasions may be decided by the Lounge committee formed by the Bank after discussions with vendor.

iv. 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/ meal on these occasions/ high level meetings will be negotiated with the Vendor and rate will be fixed.

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.

v. 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.

vi. For the purpose of supplying Tea/coffee/ Snacks/ Lunch etc., NABARD will provide required space for pantry/ dining and crockery/ working 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.

vii. 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 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.

- viii. The Vendor will source food ingredients etc., at their cost, provide the prescribed type of items and 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.
- ix. Vegetarian and non-vegetarian items shall be provided and handled separately.
- x. Tea/ Snacks/ Lunch Timings – Officers/ Staff members would be served tea / snacks/ lunch as per the timings advised by NABARD.
- xi. The Officials and staff of NABARD are required to work at times on weekends and Public Holidays. The Vendor will have to provide catering service to these Officials as per need.
- xii. The Vendor 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.
- xiii. In order to ensure delivery of timely and quality services, the Vendor is required to engage the qualified and experienced catering staff. In case any increase in manpower for efficient running of the Lounge services, the Vendor shall not be entitled to additional remuneration.
- xiv. **Canteen and Lounge Cleanliness and Hygiene:**
 - a. The Vendor shall ensure that the items served in the pantry meet highest standard of hygiene. The cleanliness and maintenance of the utensils is to be strictly ensured besides proper maintenance of fridge, water cooler etc. The Vendor will have to bear the cost of cleaning materials. The Vendor 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 be bound to rectify the shortcoming immediately.
 - c. The vendor shall take full responsibility of cleaning and upkeep of Officers' lounge and Staff canteen.
 - d. The Vendor has to ensure that every day before and after operations, the pantry/ dining halls and all the crockery and cutlery are cleaned and kept in order before closing for the day.
 - e. The Vendor has to ensure proper disposal of waste and ensure that the outlets/ ducts provided in the canteen/ pantry/ lounge are not blocked/ damaged, etc.

- xv. The Vendor will be responsible for removal of the garbage and keeping the assigned premises neat and clean.
- xvi. The Vendor shall ensure that the food shall be good, wholesome and of high quality and the ingredients used shall be branded (should have ISI/ Agmark). Moreover, before using the raw materials and other ingredients for food preparation, the Vendor shall ensure their quality and wholesomeness. NABARD through its authorised representatives shall have the authority to carry out tests and checks at their convenience, the raw materials, ingredients used for service arrangements and the finished eatables and will have absolute right to reject the 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.

Details of Raw Materials to be used

S.No.	Items	Brands
1	Edible rice bran oil	Saffola/ Sundrop/ Fortune/dhara only.
2	Edible Mustard Oil	Sohna/ P Mark/ Fortune/only.
3	Spices	Catch/ MDH/ Everest
4	Wheat Flour	Aashirwad/ Annapurna/ Nature Fresh/ Pillsbury/ Shakti Bhog
5	Rice	Dubar and Basmati of branded companies like Daawat/ Kohinoor/ India Gate/ Lal Mahal only.
6	Cereals	Tata, Rajdhani or equivalent brands
7	Milk/ Ghee/ Dahi/ Dairy products	Amul/ Goverdhan/ Mother Dairy
8	Seasonal Fresh Vegetables/fruits	Should be of good quality. Perishable items may be procured on daily basis

Details of Tea/ Coffee/ Beverages

S.No	Menu	Qty.	Brand & other specifications
1.	Tea (1 cup)	150 ml	(Brooke Bond/ Lipton/ Taj Mahal/ Tata Tea/ Tetley), sugar, sugar-free sachets on demand
2.	Green Tea/ Lemon Tea (1 cup)	150 ml	Tea bag (Lipton/ Organic India/ Twinings) and fresh lemon wedge, sugar, sugar-free sachets on demand
3.	Coffee (1 cup)	150 ml	Nescafe, Bru, sugar, sugar-free sachets on demand
4.	Fresh Lime water	200 ml	Fresh Lemon
5.	Butter Milk / Lassi	200 ml	Amul/ Verka/ Ananda/ Mother Dairy

Note:

- *Tea/Coffee to be served in a tray on desks of officers/ staff members every day and only the brands mentioned above should be used.*
- *Packed Juice/ Coconut Water/ Soft Drinks at MRP*

5.4.2 Operation of VOF /VEF/Medical Flat

Contractor has to give services on 24*7 basis and at any time guest may arrive and depart from there.

i. Receiving of Guest:-

- a. Manpower deployed at VOF/VEF/Medical Flat has to do the proper entry in the visitor register and issues the arrival kit to Guest and internet (wi-fi) password.
- b. He has to ensure that the room allotted is given to the correct person after identification verification and handover the room in ready condition to guest on arrival and on departure take possession of the room.
- c. He has to ensure that before arrival/after departure of the guest, rooms are kept ready/as per the described norms on 24*7 basis.
- d. He has to collect the applicable room rent from the guest if not allotted through empower.
- e. He has to take record of daily booking from the concerned office of bank and submit a report weekly about occupancy as per the actual arrivals.
- f. To ensure that all the equipment like TV, AC, Phone, internet, geyser and other fittings in guest room are in working condition.

ii. Kitchen

Food for the VOF guests will be prepared and served at Officers Lounge.

iii. Guest Room

- a. Ensure the complete cleaning of the guest room and attached washroom, balconies etc. The cleaning activity will include the dusting sweeping moping, washing etc, on daily basis.
- b. Ensure the dusting and maintenance of furniture kept in rooms.
- c. Ensure change of linen its washing, ironing and isusse as per bank instructions.
- d. Vacuum cleaning of window carpets, curtains, door mats etc when rooms are vacant.
- e. Supply of food and water to guest.

- f. Putting lights, geysers, coolers AC, etc, in room on and off as per requirement.

iv. Other facilities or services provided by the contractor in VOF/VEF/Medical Flat on reimbursement basis are as follows: -

- a. Sachets of sugar, tea, coffee and a basic kit as decided by the bank.
- b. Cleaning of curtains on half-yearly basis.
- c. Dry cleaning of the sofa- set on quarterly basis on production of actual bills.
- d. Dry cleaning of blankets/ AC quilt on monthly basis.
- e. Bed bugs treatment and cleaning of the pillows and mattress on half-yearly basis.
- f. Preventive maintenance of equipment in VOF/VEF.

The cost incurred towards above will be reimbursed by bank on production of bills.

v. Facilities provided by the NABARD for maintenance and operation of VOF, VEF and Medical Flats.

- a. Kitchen with all necessary facilities like gas stove, cylinders, grinder, mixer, refrigerator, microwave, etc.
- b. Crockery, cutlery and all cooking utensils/pan, pressure cooker etc.
- c. Containers for storage of items in kitchen and refrigerators.
- d. Required furniture in rooms, reception and in dining area.
- e. Appliance like TV, AC, Geyser, washing machine, water purifier, iron, phone etc.
- f. A welcome toiletries kit will be provided by the NABARD for the guest on arrival and keep its record.
- g. Deep cleaning of the VOF once in a quarter will be done by housekeeping manpower deployed by NABARD.
- h. Once daily washroom cleaning of all the rooms will be done by NABARD but in case washroom requires additional cleaning during the day, it will be done by the manpower deployed at VOF/VEF.
- i. Cleaning material for deep cleaning will be provided by the NABARD but, material required for the cleaning of utensils and up keeping of kitchen appliance will be arranged by the contractor.
- j. If any damage to the appliances provided by the NABARD will take place due to the negligence of the contractor's deployed manpower, its repair/replacement cost will be borne by the contractor.

vi. Important Instructions

1. The contractor will supervise the work as per the scope on fortnightly basis.
2. The contractor will provide substitute for absentee manpower.
3. The above list of work is illustrative and not exhaustive. NABARD may include works as per the requirement.
4. The contractor has to maintain a record/register in which all the bills related to the reimbursement services need to be preserved.
5. The contractor has to maintain the record of the mandatory periodic services mentioned in the scope of work and with the monthly bill the said register must be put up for verification along monthly bills.
6. All the expenditure record and bills will be verified by the concerned officials of the bank.
7. For preparation of the food, all the standard ingredients/items must be used. After award of contract, the contractor has to submit a list of brands and standard items to bank before signing of the agreement and he has to ensure that it is used by the manpower deployed.
8. Contractor has to ensure that the personnel deployed by them at VOF/VEF is maintaining the best personal hygiene and do not have any contiguous disease.
9. Tea making items provided in guest rooms must be of standard to be decided in consultation with bank.
10. Beyond the duty hours no one is permitted to stay in NABARD premises. The person deployed at particular shift/time will be allowed to stay in premises for duty hours only.
11. A separate place as changing room will be giving to the person on duty. The person deployed by contractor for the said timing is only allowed to use changing space.
12. A surprise check for personal may be carried out by bank's medical officer and those persons failing will not be allowed on duty.
13. All the persons deployed at NABARD as indicated in tender document should be deployed on 08-hour shift basis and with one weekly off.
14. The supervisor will be responsible for overall maintenance of Lounge and canteen, VOF, VEF and Medical Flat.
15. Cleaning material required in kitchen for cleaning of utensil etc of standard quality to be arranged by the contractor.
16. Cleaning material for the Lounge and canteen, VOF, VEF and medical flats will be provided by the NABARD.

Section 06
Pre-Qualification criteria

S.No	Criteria	Qualification	Supporting Documents to be uploaded
1	Working Experience in Providing catering and hospitality services to Govt. Semi-Govt./ Govt. Undertakings / Autonomous bodies/ Corporate Sector/ Banks/Insurance Companies.	Minimum experience of Five (05) years as on 31 July 24.	Copies of work Orders.
2	Annual turnover during each of the three years ending 31 March 2024 2021-2022 2022-2023 2023-2024	Not less than Rs 25 lakhs	Audited Account Statements (Balance Sheets / P& L A/c)
3	Value of Works attended to as described.	Three works of the nature similar to Sr No 1 above of value not less than Rs 28 lakhs Or Two works of the nature similar to Sr No 2 above of value not less than Rs 42 lakhs Or One work of the nature similar to Sr No 2 above of	Copies of work Orders and proof of amount paid by the organisation to agency (copy income tax statement/ letter from the organisation mentioning the paid amount for services annually etc.

		value not less than Rs 56 lakhs	
4	Nature of Clients	At least one of the on-going contract with a Government Department/ Organisation/PSU/ Banks/Insurance Companies.	Copy of the work Order
5	Own Office	Should have their own office within the areas of New Delhi,	Copy of Telephone Bill / Rent Agreement, etc
7	Legal Structure Private Limited/Public Limited, Partnership, Proprietorship	-----	Copy of registration certificate firm or any other similar certificate.
8	In case of MSME or Section B company	-----	Copy of certificate

Section 07

Submission of the Bid

7.1 Who can submit the Bid?

The bid shall be submitted only by those agencies which should meet the Pre-Qualification Criteria of the tender indicated in section 06 and needs to be registered on C1 India Portal.

7.2 Technical & Financial Bids

The bids (Technical & Financial) must be submitted in form of E- bid in prescribed format by visiting the GeM- portal only.

7.3 Submission of the Bids

The Technical and Financial Bids shall be submitted as per the details given below:

7.3.1 The Technical Bid The interested bidders may submit the Technical Bid as per Annexure I of the tender Document on the portal. The following documents shall be uploaded with the Technical Bid:

- Details of EMD deposited – Annexure I. II
- Letter of Undertaking from the Contractor – Annexure I.V
- Pre-Contract Integrity Pact – Annexure I. IV (To be submitted along with Technical bid on the requisite stamp paper. No hard copy of contract is required). Bids without pre integrity pact in original at GEM will be rejected.
- Non-Disclosure Agreement – Annexure I.VI

7.3.2 The Financial Bid

The Financial Bid shall indicate the Financial quotes for the Services as per the terms and condition and format prescribed in Part II of E-Tender. Features of the Financial Bid are indicated below:

- i. The financial quote should be in Indian rupees and it should include all expenses proposed and applicable.
- ii. Rates must be quoted for all the items of BOQ. Incomplete BOQ will not be considered.
- iii. 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.
- iv. Analysis for the scrutiny of rates will done by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/ perform the contract.
- v. Rates should be quoted for a month.

- vi. No escalation or increase in the rates will be given during the Contract period. The rates will be considered for revision only in case of (i) revision of minimum wages and (ii) revision of statutory taxes like GST to the relevant extent,(on documentary evidence on the basis of manpower deployed.
- vii. In case of payment for supply of skilled/ semi-skilled/ unskilled labour, the rates will be revised proportionately as per the revision in the minimum wages as announced by Delhi Govt., whose rates are adopted.
- viii. The rates have to be quoted by including GST even if the contractor is not registered with GSTN. The rates will be compared only after comparing rates with taxes while evaluation of the price bids.
- ix. Before deployment of staff, their bio-data / competence shall be verified by the Bank's / designated official in the beginning of AMC as well as changing the staff/labour.
- x. The contractor has to give satisfactory services for said AMC and Bank reserves the right to remove/ delete any particular service from the awarded AMC.
- xi. Deductions will be done in the bill payments as per the applicable penalty clauses in the tender document.
- xii. The contractor will comply Labour Law requirements and maintain the muster and wage register etc., and produce the same in the NABARD Office if required. The contractor shall submit the necessary information/ data to the concerned statutory authorities in the desired format.
- xiii. Bidder may specify particulars of the other statutory payments, if any. If the Bidder doesn't quote for the other statutory payments. then responsibility of such payments will be borne by the bidder himself and NABARD will not be responsible for the same and will not entertain any claims thereon in this regard.
- xiv. Validity of offer will be for 180 days from the date of opening of Price- Bid.

Section 08

Evaluation and Selection of the Bids

8.1 Opening of the Bids

Bids will be opened through E-Tendering Process (E-MODE). No separate intimation will be given in this regard to the bidders for deputing their representatives except electronic message.

8.2 Criteria for Evaluation of Bids

- i. The Bank will evaluate the bids as per the specified criteria for scrutiny to decide successful bidder. The decision of the Bank shall be final and the bidder shall have no right to challenge the decision of the Bank.
- ii. The Technical Bids shall be evaluated on the basis of their response and by applying evaluation criteria specified in this Section. If any requisite document is required, the same should be given to NABARD on short notice.
- iii. In the first stage of Technical Evaluation, a proposal would be rejected, if it is found deficient as per the requirements indicated in **Section 06** of this document.
- iv. The Technical Bids shall be evaluated first and the Financial Bids of qualified agencies will be opened later on. The Evaluation Criteria for Technical Bids is as defined in para 8.3. On completion of Technical Evaluation of all proposals, the Financial Bids of the technically qualified bidders will be opened and tender will be awarded to the eligible bidder.

8.3 Evaluation criteria for Technical Bid

- i. The evaluation of Technical Bid will be completed on a maximum of 75 marks as indicated below:

Sr. No.	Criteria	Max. Marks
I	Past Work Experience of the Agency	15
A	=Or>5<7 years	5
B	=Or>7<10 years	10
C	=Or>10	15
II	Turnover (Rs lakh)	15

A	=Or>21<50	5
B	=Or>50<70	10
C	=Or>70	15
III	Work executed/ongoing in Government Departments / Organisations / PSUs /Banks/Insurance companies	15
A	=Or>3<8	5
B	=Or>8<12	10
C	=Or>12<17	15
IV	No of employee on role of company	15
A	=Or>20<50	5
B	=Or>50<70	10
C	=Or>70<90	15
V	Type of Legal Structure of firm	15
A	Proprietorship	5
B	Partnership	10
C	Private Limited/Public Limited	15

- ii. The Bank may add any other relevant criteria for evaluating the proposals received in response to this Tender at its sole discretion, to seek more information from the Respondents in order to normalize the Bids.
- iii. All those Bidders who attain a minimum of 25 marks on Technical Evaluation score will be eligible for Financial Bid Evaluation.

7.4 Evaluation of the Financial Bid

- i. The proposal (as per prevailing minimum wages act) of the successful bidder/s of the Technical Bid with the lowest Financial Bid will qualify as the L1 Bidder.
- ii. In the case of a tie between two or more Bidders on the basis of price-bid , contract will be awarded to the agency who has scored higher marks in the evaluation criteria of Technical Bid.

7.5 Execution of Agreement

The selected Bidder will be required to execute (a) Agreement (PA), which must include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank. The selected Bidder will be required to execute the agreement within 15 days from the date of issues of work order. A specimen of contract proposed to be executed with the successful bidder is given in Section 09.

7.6 Professionalism

The selected Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

7.7 Adherence to Standards

The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the selected Bidder. The Bank reserves the right to ascertain information from the other banks and institutions to which the Bidders have rendered their services for execution of similar projects.

Section 09

Draft of Article of Agreement

(On Non- Judicial stamp paper of Rs 200/-)

AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

THIS AGREEMENT is made at New Delhi on this _____ day of 2024

BETWEEN

National Bank for Agriculture and Rural Development a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Head office at C-24, 'G' Block, Bandra Kurla Complex, Bandra (East) Mumbai-400051, hereinafter referred to as **NABARD** (which expression shall, unless repugnant to the context of 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 having its registered office at _____

_____ hereinafter referred to as the 'Contractor' (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the **OTHER PART**.

(NABARD and the Contractor are collectively hereinafter referred to as "**the Parties**")

WHEREAS

- (1) NABARD New Delhi Regional Office at New Delhi, being desirous of outsourcing the works relating to Annual Maintenance Contract for Operation and Maintenance of Lounge and Canteen, Visiting Officers Flat (VOF) at NABARD Tower Rajendra Place, Visiting Employee Flat (VEF) and Medical Flat at Himgiri apartments, Kaushambi, Ghaziabad (U.P.)/ Jangpura Ext., New Delhi (hereinafter referred to "**the said works**") of its premises at office building and residential colonies (hereinafter collectively referred to as **the said premises**") for the period of 01.10.2024 to 31.03.2026 had vide its letter no _____ Dated _____ issued a "Notice Inviting Tender" (hereinafter referred to as "the NIT") inviting bids for providing the said works at the said Premises. A copy of the NIT is given as Section 1 of this Tender and

to be read as part and parcel of this Agreement. The whole tender document is a part of this agreement.

- (2) The Contractor had online _____ submitted its Tender for undertaking the said works at the said Premises.
- (3) NABARD, vide this letter of Intent No _____ Dated _____ 2024, had selected the Contractor for carrying out the said works at the said Premises.
- (4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The Contract shall commence from 01.10.2024 and shall continue until 31.03.2026 unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of **Rs _____ for a period of one year** to the contractor for carrying out the said works in the said Premises as per the details given in the Tender. The rate will remain fixed throughout the entire period of contract i.e. till 31.03.2026 and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled / Semi-Skilled labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/ Central Govt. whose rates are adopted on monthly/ quarterly basis as indicated in the tender document.
2. The contract may be extended for further periods after the expiry of the initial period i.e. 31.03.2026 as indicated in the tender document. NABARD shall, in that event, make a request contract/ extended contract and upon such request, the Contractor shall provide the said works at the said Premises. On the same terms and conditions or with some addition/ deletion/ modification, for further specific period. Mutually agreed upon by the parties.
3. 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.
4. 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 or antecedents of persons by local police authority.
 - iv) Identity Cards bearing Photograph.

5. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in Scope of Work 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 uniform and Identity Cards provided by the office every day during working hours.
6. 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 provisions 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 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 will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by 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 safety shoes, 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 and Contractors all Risk 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 office 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 suitable substitute in the event of any person leaving the job duty 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 thereof 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 are found unacceptable to NABARD because of security risks, incompetence/ conflict of interest/ improper conduct.
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 New Delhi 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 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 services etc.
28. The Contractor shall raise the bill along with attendance sheet in the first 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 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 or 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 _____) 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, assigns, 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 fails to 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 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 representatives.
- 41.3 In case of failure to resolve the dispute and differences amicably within 30 days of the receipt of notice by the other party. Then the same shall be resolved as follows:
 "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
- 41.4 The Venue of the arbitration shall be at New Delhi.
- 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 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.

41.7 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.

41.8 This Agreement, its Annexures, the NIT and entire 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.

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

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

For & on behalf of NABARD

In the presence of

1.....
2.....

Signed, sealed and delivered
by Shri _____

the duly authorized signatory for &
on behalf of the Contractor

In the presence of

1.....
2.....

Annexure I.I
Format for Technical Bid

1. Name of the firm and Composition of the firm (Full particulars (whether the Tenderer is an individual/ partnership firm/ company etc.) of the composition of the firm Tenderers in detail should be submitted along with the name(s) and address (es) of the partners, copy of the Articles of Association/ power of Attorney/ any other relevant document.)

(a.1) Registered Head Office.

(a.2) Local Office Address.

(a.3) Year of Establishment.

2. Details of work experience as per the requirements in the pre-qualification criteria supported by work orders indicating the value & general specification of work, No. of persons to be engaged as per agreement, other document and certificates. The details along with documentary evidence of previous experience, if any, carrying out works for NABARD/RBI/Public Sector Banks/ Government Department/ Semi Government Department\ other public sector undertakings/ private banks/ Private Sector/ housing societies at any other centre should also be given.

3. 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 certificates) 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 financial years ending 31.03.2024)

4. Name(s) and address(es) of the Bankers and their present contact executives

(Written information about the names and address of their bankers along with full details like names, postal address, e-mail IDs, telephone (landline & mobile No.s), Fax No. etc of the contact executive (i.e. The persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.)

5. Details of Bank accounts

(Full particulars of their bank accounts, account No., type of account, account opening date etc. should be furnished.)

6. Details of the completed works

(The client wise names of work(s), year(s) of execution of work(s) awarded and actual costs of executed works, names and full contact details of the officers / authorities / departments under whom the works(s) was / were executed

should be furnished.)

7.Details of persons engaged

(The Tenderer should furnish the no. of persons engaged by him for each of his clients with details of qualification of each person and details of job assigned to him / job handled by him.

8.Litigation & civil suits

(The Tenderer should furnish details of his involvement in any type of litigation with any of his present or past clients. He should also furnish the details of any civil suits pending against him or his workmen in any court of law.)

9.Whether registered with the Registrar of companies/ Registrar of firms. If so, mention number and date and attach a copy of registration.

10. Details of Registration with Provident Fund and ESIC.

Whether registered for GSTN/ service tax purposes. If so, also furnish relevant copies.

11.Whether registered in the panel of other banks and other financial institutions and if yes, furnish the details of registration viz. names, category and date of registration, etc.

12.Signature of the Tenderer / Authorized person on behalf of the Firm / Organization (Authorisation letter/power of attorney to be enclosed)

13. Details of key Administrative Personnel:

SN	Name	Designation	Qualification	Professional Experience	NO. of years associated with the firm

Annexure I.II
Details of EMD Deposited

Name of the Firm / Agency	
Name of the Bank	
Amount (Rs)	
UTR No	
Date	

MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations are exempted from clause of EMD subject to the providing of copy of such Registration Certificate.

Annexure I.III
Letter of Authorization to Bid

(LETTER TO THE BANK ON THE COMPANY’S / FIRM’S LETTER HEAD)

Ref No:

Date: ___ / 08 /2024

To

The Chief General Manager
NABARD New Delhi Regional office, Rajender place
New Delhi-160039.

Dear Sir,

Subject: Authorization Letter for attending opening of bid documents

Ref: Tender no/name.....

This has reference to your above Tender document for Providing the Operation and Maintenance Services for Lounge and Canteen, Visiting Officer Flats at NABARD Tower 24, Rajendra Place, New Delhi, Visiting Employees Flat and Medical at Himgiri Apartments, Kaushambi, Ghaziabad / Jangpura Ext., New Delhi. Ref. No. NB. / NDRO/ /2024-25. Mr./Mrs./Miss----- is hereby authorized to participate in tender opening (Technical and financial bids) and to sign the contract on behalf of our organization required by the bank as called for vide the bank's request for proposal vide tender no **dated --/--/2024.**

We confirm that all the prices quoted in tender by him/her shall be binding on us. He/ She is also authorized to take decisions on behalf of the company until Tender document process is completed. Certified Xerox copy of Power of Attorney (P/A) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered against this tender document.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority

(Certified Xerox copy of P/A of authorized Signatory/authority is to be submitted)

Note:

This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.

Annexure I.IV

Pre-Contract Integrity Pact (in Rs.100/- stamp paper)

Between

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

And

..... hereinafter referred to as

“The Bidder/Contractor”

Preamble

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

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

Section 1 – Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

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

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

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

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is:

**Dr. Sanjay Kumar Panda, IAS(Retd)
515, Ward No3. Sideshwar Sahi
Cuttack City, Cuttack District Odisha 753008**

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

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

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

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure I.V
Letter of Undertaking from the Contractor

The General Manager,
National Bank for Agriculture and Rural Development
24, Rajendra Place, New Delhi - 110008

Dear Sir,

Annual Maintenance and Operation Contract for Lounge and canteen, Visiting Officers Flat, Visiting Employees Flat and Medical flats at NABARD Tower, 24, Rajendra Place, New Delhi, Visiting Employees Flat(VEF) and Medical Flat at Himgiri apartments Kaushambi, Ghaziabad (U.P.)/Jungpura Extension, New Delhi for the period 01.10.24 to 31.03.2026.

1. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the Tender invited by you.
2. I / We have visited the site, examined the scope of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
3. I / We have offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me /us in the attached Financial Bid / Bill of Quantities in all respects as per the specifications and scope of works described in the Tender Document and the Annexures containing Terms and Conditions.
4. I / We agree to deposit interest-free EMD along with tender's technical bid by NEFT in favour of NABARD subject to Clause 2.8.
5. I / We agree to deposit all taxes, levies, Cases etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. I / We agree to pay all Government (Central and State) Taxes such as Income Tax, Surcharge, Cess, GST, etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same. Rates are inclusive of all taxes and valid for the currency of the contract. Even if the contracts are extended, the rates will not be charged by us.

6. I / We further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted.
7. The rates quoted by me /us, excepting for the items where payment is for supply of skilled/ semi-skilled /unskilled labour, are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever for the captioned period. The payment of items In respect of skilled/ semi- skilled/ unskilled labour will be revised as per the periodical revision in minimum wages published by State/ Central Govt. from time to time.
8. I / We hereby certify that all the statements made and information supplied in the tender document and accompanying statements are true and correct.
9. Should this tender be accepted, I / we hereby agree to abide by and fulfil all the
10. The details in the personnel of the Agency are also enclosed.

Name of the person authorized to sign and submit the tender:

- (I) _____
(II) _____

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

Yours Faithfully.

Signature:
Name & Seal:
Place:
Date:

Annexure I.VI
Non-Disclosure Agreement Form

This Non-Disclosure Agreement made and entered into at this.....day of 2024.

BY AND BETWEEN

..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (hereinafter referred to as the Agency, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

National Bank for Agriculture and Rural Development, a body corporate established under an act of Parliament, viz., National Bank for Agriculture and Rural Development Act, 1981 having its registered office at NABARD Head Office, C-24, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051 (hereinafter referred to as "NABARD" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

1. The Agency and NABARD are hereinafter collectively referred to as "the Parties" and individually as "the Party"
2. Receiving Party means who receives the confidential information.
3. Disclosing Party means who discloses the confidential information.

WHEREAS:

1. NABARD is engaged in banking business and floated a tender to appoint Agency for providing Maintenance and Operation contract for Lounge and Canteen, Visiting Officers Flat(VOF), Visiting Employees(VEF) AND Medical Flat, the scope of which is specified in Tender document Ref No. **NB/NDRO/ /24-25** dated _____ and _____ whereas _____ (Name of Agency) has through tender process, bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Implementation partner some Confidential Information (as hereinafter defined), to enable the Implementation partner to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").

2. The Agency is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this tender or otherwise shall remain confidential.
3. The Implementation partner is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.
4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the above premises and NABARD granting the Implementation Partner and or his agents, representatives to have specific access to NABARD property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

- i. "Confidential Information" means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the agency during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the agency to carry out the assignment and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential".
- ii. "Confidential Information" also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.
- iii. Information such as (i) intellectual property information (ii) technical or business information or material not covered in (i) (iii) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties (iv) information disclosed

pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc. and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

- iv. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- v. The Agency may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the purpose stated above.
- vi. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.
- vii. Confidential Information does not include information which:
 - a) is or subsequently becomes legally and publicly available without breach of this Agreement
 - b) was rightfully in the possession of the agency without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient
 - c) was rightfully obtained by the agency from a source other than NABARD without any obligation of confidentiality
 - d) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality
 - e) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential information shall be

returned to NABARD or destroyed at its directions. The destruction of information if any shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.

In the event agency is legally compelled to disclose any Confidential Information, agency shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. The agency shall not disclose to third party any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the agency will apply to its own similar confidential information but in no event less than reasonable care. Notwithstanding anything to the contrary contained herein, the Agreement shall be valid for a period of 01.10.2024 to 31.03.2026 and the obligations of this clause shall survive the expiration, cancellation or termination of this Agreement for the contract period.

2. Non-disclosure:

The Agency shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Agency who have a need to have access to and knowledge of the Confidential Information solely for the purpose authorized above. The Agency shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Agency agrees to notify NABARD immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding 'NABARD' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity, or
- b) any aspect of NABARD's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right, or
- c) Business processes and procedures, or
- d) Current and future business plans, or
- e) Personnel information, or
- f) Financial information
- g) Capital adequacy computation workings.

3. Publications:

The Agency shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social

network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of NABARD.

4. Term:

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The Agency hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed by NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Agency further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable for a period of three years from expiry. The Implementation partner agrees and undertake to treat Confidential Information as confidential for a period of three years from the expiry, cancellation or termination of the date of the Contract/Agreement.

5. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by NABARD to the Agency, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABARD.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies:

7.1. The Agency acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Agency will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, NABARD shall be entitled, in addition to other remedies for damages & relief (as listed below but not exhaustive) as may be available to it, to an injunction or equitable or

similar relief prohibiting the Agency, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees):

- a) Suspension of access privileges
- b) Change of personnel assigned to the job
- c) Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.
- d) Termination of contract

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

7.4. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

9.4. For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the Agency to Bank shall be the property of the Bank and shall not be considered as confidential information to the Bank. However, such service / solutions or other deliverables shall be considered as confidential information by the Agency and shall disclose such details to any third parties without having the express written permission of the Bank.

9.5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.6. In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at Delhi and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

9.7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.9 All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

10. Suggestions and Feedback:

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

11. Governing Law:

The provisions of this Agreement shall be governed by the laws of India and the competent court at Mumbai shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

12. General:

NABARD discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of National Bank for Agriculture & Rural Development (NABARD)

Name :
Designation :
Place :
Signature

For and on behalf of _____ Ltd.

Name :
Designation:
Place:
Signature

IN THE PRESENCE OF

Signature Name: Date:	Signature Name: Date:
-----------------------------	-----------------------------

Annexure I.VII
Form of Self-Affidavit / Declaration

[TO BE SUBMITTED IN FIRM'S / COMPANY'S LETTER HEAD ONLY]

We, M/s _____, are one of the BIDDERS for providing Maintenance and Operations for Lounge and Canteen, Visiting Officers Flats(VOF) at NABARD Tower, 24 Rajendra Place, New Delhi, Visiting Employees Flat(VEF) and Medical Flat at Himgiri Apartment Kaushambi, Ghaziabad and VOF/VEF at Jangpura Ext., New Delhi.

We, hereby declare that our Firm/Company does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the consultancy services.

We further declare that in case the Bank finds our averments are not true and incorrect, the Bank can initiate necessary action against us, as deemed fit.

AUTHORISED SIGNATORY
(Name, Designation and Seal)

PART II**FINANCIAL BID****Section 10****Financial Bid/ Bill of Quantities**

Tender for providing Maintenance and Operation of Lounge and Canteen, Visiting officers Flat, Visiting Employees Flat, and Medical Flat for the period of 01 Oct 2024 to 31 Mar 2026

Table 1 Manpower cost

Calculation Sheet to be submitted as Financial Bid

(Per Month Calculation as per applicable category)

S.No	Description	Details	Rate	Rate	Rate	Rate
			Supervisor	Cook	Attendant for Kitchen	Room Attendent
A	Minimum wages (as per Central Government or State Government whichever is higher) inclusive of Special Allowance /VDA	For 30 Days				
B	EPF(Employer Portion)	13%				
C	ESI Contribution	3.25%				
D	Reliving charges	----- ---				
E	Sub Total (A+B+C+D)	----- ---				
F	Add Contractors Profit, Overheads etc.	----- ---				

G	Total (E+F)	----- ----				
H	GST	----- ----				
I	Grand Total (G+H)	----- ----				
J	Cost of ----- person for a month.	(I*----)				
K	Total for 12 Months.	(J*12)	T1	T2		
	Grand Total	*T1+T2				

Table II Cost of Tea/Coffee/Green Tea

<u>Sl.no</u>	<u>Menu/Item Name</u>	<u>Approximate Qty for 01 Month</u>	<u>Cost of per cup</u>		
			<u>Tea</u>	<u>Coffee</u>	<u>Green Tea</u>
1.	150 ml of Tea/Coffee/Green Tea	8100 Cups of Tea/Coffee/Green Tea	To be quoted	To be quoted	To be quoted

L1 will be arrived by summation of Table I and Table II

The bidder may specify particulars of the other statutory payments with documentary proof. If any. If the Bidder does not quote for the other statutory payments, then responsibility of such payments will be borne by, the bidder himself and NABARD will not be responsible for the same and will not entertain any claims thereon in this regard.

Note :

1. Rates are to be quoted inclusive of all prevailing taxes, levies like GST, etc. and as per scope of work & BOQ and after visiting the site.
2. No escalation or increase in the rates will be given during the Contract period. Even if the contracts are extended bases on the performance, the rates will not be changed in these items. The rates will be considered for revision only in case

- of (i) revision of minimum wages as announced by Delhi Govt. and (ii) revision of statutory taxes like GST to the relevant extent.
3. If a bidder/ tender quotes NIL charges (nil includes all derivatives of Zero) consideration, the bid shall be treated as unresponsive and will not be considered.
 4. NABARD does not bind itself to accept abnormally low bid. The rates quoted by the Tenderer / bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder. Including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/ bidder shall have to furnish Rate analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/ perform the contract.
 5. Service Charges claimed by contractor should include management and supervisory charges including Contractor's Profit. Wherever the tender requires the contractor to bear the cost as per requirement of Scope of work and terms and condition of said tender, like uniform for Security Guards, other overheads, etc. Contractors may be advised to quote service charges after due diligence which should be reasonable and workable.
 6. The contractor has to quote for all the items of BOQ. Incomplete BOQ will not be considered.
 7. The rates have to be quoted by including GST even if the contractor is not registered with GSTN. The rates will be compared only after comparing rates with taxes while evaluation of the price bids.
 8. Before deployment of staff, their bio-data / competence shall be verified by the designated official of Bank in the beginning of AMC as well as changing the staff/labour.

9. The contractor has to submit one month bill for payment within 10 days of succeeding month.
10. Deductions will be done in the bill payments as per the applicable penalty clauses in the tender document.
11. The contractor will comply Labour Law requirements and maintain the muster and wage register etc. and produce the same in the NABARD Office. If required. The contractor shall submit the necessary information/ data to the concerned statutory authorities in the desired format.

Accepted all terms & conditions of price bid

Place:

Signature of the tenderer

Date: