

FORM OF TENDER

Place:- Mumbai

Date:- 07 February 2011

The Chief General Manager
National Bank for Agriculture and
Rural Development
General Administration Department
C-24, "G" Block
Bandra - Kurla Complex
Bandra (East)
Mumbai 400 051

Dear Sir

Having examined the Scope of work and the guidelines relating to the contract for the maintenance of the visiting officers flats at Nabard Nagar Kandivili, Nabard Park Santa Cruz, Nabard house BKC, Krishi Vikas Sadan Dadar and the visiting employees flat Damodar Park Ghatkoper as specified in the memorandum hereinafter set out and having visited and examined the site of the work specified in the Memorandum and having acquired the requisite information relating to the tender, I/We hereby offer to execute the work/s specified in the said Memorandum at the rates mentioned in the Annexure and in accordance in all respects with the specifications and instructions in writing referred to in the conditions of the tender, the Articles of Agreement, Special Conditions and terms and conditions, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a) Description of work/s :Maintenance and all related work of the Banks visiting officers flats situated at Nabard Nagar Kandivili, Nabard Park Santa Cruz, Nabard house BKC, Krishi Vikas Sadan Dadar and the Bank`s visiting employees flat at Damodar Park Ghatkoper

(b) Earnest Money : Rs 20000/-

2. Should this tender be accepted, I/We hereby agree to abide by the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in

default thereof to forfeit and pay to the National Bank for Agriculture and Rural Development amount mentioned in the said conditions.

3. I/We have deposited a sum of **Rs.20,000.00** as earnest money with the National Bank for Agriculture and Rural Development, which is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the National Bank for Agriculture and Rural Development.

The names of partners of our firm are:

(i)

(ii)

Name of the partner of the firm authorised to sign

OR

Names of person having Power of Attorney
to sign the contract. (Certified true copy
of the Power of Attorney should be attached)

Yours faithfully,

Signature of
authorised signatory

(Signature and addresses of witnesses)

**NATIONAL BANK FOR AGRICULTURE AND
RURAL DEVELOPMENT**

.....

RECEIVED from _____

(Name of tenderer)

_____ a sum of Rs. _____

Rupees _____

(in words)

by Demand Draft being the Earnest Money Deposit on account of their tender for the maintenance of the Banks Visiting Officers and Visiting Employees Flats at Mumbai.

For **NATIONAL BANK AGRICULTURE AND RURAL DEVELOPMENT**

MANAGER

Date and Stamp-----

Signature of the tenderer _____

Address of the tender _____

The Agreement which would be entered by the successful tender with the National Bank is prescribed as follows:-

AGREEMENT

This agreement made at Mumbai this _____ day of _____ 2011 (in _____ words) between the National Bank for Agriculture and Rural Development, a body corporate incorporated under 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 - 400 051, herein after referred to as "**the Bank**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the ONE PART and (this will under go change when the party is partnership firm or Company) Shri..... son of aged _____ presently residing at _____ and carrying on housekeeping business under the name _____ and style _____ and having its/their place of business at hereinafter referred to as '**the party**' (which expression shall unless repugnant to the context or meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS the Bank is desirous of contracting the maintenance of its Visiting officers and Visiting employees flats situated at locations specified in the scope of work
AND WHEREAS the party has offered to undertake the maintenance of the Banks visiting officers and visiting employees flats as per the scope of work and details indicated in the special instructions
AND WHEREAS the Bank in consideration of the conditions and covenants to be observed by the party has agreed to permit the party to carry out maintenance of the visiting officers and visiting employees flats as hereinafter set out

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

1. NABARD hereby awards the work of maintenance of the visiting officers and visiting employees for a period of two years commencing from _____ and ending with _____ which period may be extended by the Bank in its absolute discretion from time to time and on such terms and conditions as it may deem fit.
2. As compensation for the maintenance work,the party shall be reimbursed an amount of Rs ----- per month. These rates shall be firm rates. No request for increase of rates shall be entertained by the National Bank on grounds of increase in cost of material, labour costs or any other reasons during the period of the agreement.

(QUOTE TO BE MADE ON THE LAST PAGE SPECIFICALLY GIVEN FOR THE PURPOSE).

3. The Party shall comply with the municipal and other laws, obtain licence, permission as required under the Contract Labour laws and cover all the employees under his charge with all statutory requirements like minimum wages, PF, ESIC etc. The party shall indemnify and keep indemnified the Bank against any lapse on the party's part in complying with these conditions or any other statutory requirements in connection with the housekeeping work.

4. The Party will provide a minimum of 3 attendants for the VOF at Nabard Nagar, Thakur Complex Kandivili (E), 2 attendants for the other VOF's and one attendant for the VEF to attend to the guests accommodated in the visiting officers flats (VOF) and the visiting employees flat (VEF) round the clock. The party will ensure that the attendants have necessary police verification and no attendant is a minor.

5. The Party will maintain the premises (kitchen, toilets and all rooms of the VOF and VEF) in a clean and habitable condition. The necessary cleaning materials for this purpose will be provided by the Bank.

6. The Party shall arrange for serving tea, coffee, snacks, breakfast, lunch and dinner to the guests in the VOF's as per the rates prescribed by the Bank. The ingredients required for preparation will be procured by the Party from the market at own cost. If required the Party shall bring snacks/lunch/dinner for the guests from hotels indicated by the guests, who will pay for the actual cost of the food. No service charges will be admissible to the party for this.

7. The Party shall arrange for changing the bed linen etc. and getting them washed whenever the guests vacate/every 3rd day, whichever is earlier. The laundry charges will be borne by the Bank.

8. The Party shall be responsible for maintenance of Dead stock items provided in the VOF and VEF.

9. The party will make good to the Bank any loss on account of damages, breakages etc. due to any reason whatsoever except normal wear and tear.

10. The electricity charges will be borne by the Bank.

11. The Party shall arrange for getting refills of L.P Gas at own cost.

12. The party shall arrange to allot rooms strictly as per the allotment indicated by authorised officials of the Bank and no allotment/extension of stay shall be done/entertained without communication from these officials.

13. The VOF/VEF attendants will be smartly attired at all times in proper uniform to be supplied by the party with the logo of the Party embossed/embroidered on the left pocket of the shirt.

14. The VOF/VEF attendants shall maintain good conduct and not indulge in any arguments with the guests.

15. The VOF/VEF attendants shall maintain a booking, stock, consumable items, repairs of items and washing register. All these registers shall be put up to the authorised officials once a month. The Bank's instructions are required to be followed by the guests in the

VOF/VEF. In the event of any violation the party shall immediately report to the designated officer.

16. VOF/VEF attendants shall obtain details as mentioned in the booking register of the visiting guests at the time of arrival and departure.

17. The party shall ensure that no private party is held in the VOF's/VEF and no food items, cutlery, utensils, any furniture, fixtures etc. shall be supplied to the residents/outside.

18. The party shall ensure that all items of work specified in the scope of work is attended to.

19. The party shall provide to the Bank a cash security of Rs 1,00,000/ (interest free)

20. The Party shall hand over peaceful possession of the premises and Dead Stock items provided by the Bank after completion of the Agreement period or on termination of the contract.

21. This agreement shall stand automatically terminated in the event of insolvency, death or mental disorder of the party.

22. If the Chief General Manager so considers that the situation so warrants then he shall be entitled to terminate this agreement without giving any prior notice and also without assigning any reason in writing and the party shall not be entitled to any compensation in the event of such termination. **However, in normal course the agreement can be terminated by either side by giving three month's notice.**

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23. If any dispute arises on any matter concerning this agreement, then the decision of NABARD shall be final and binding in respect of such dispute.

24. The reference to the Chief General Manager in this agreement and the schedules hereto annexed shall mean the Chief General Manager holding, charge of General Administration Department for the time being at Head Office, Mumbai and shall include, in respect of any powers exercisable by him or NABARD under this agreement and any other officers of the Bank designated by him in that behalf from time to time.

This agreement shall be executed in duplicate. The Bank shall retain the original and party the duplicate. Stamp duty on original and duplicate shall be borne by the party.

IN WITNESS WHEREOF the Bank has set its hands to these presents and a duplicate hereof through its authorised official and the party has set his hands to these presents and the duplicate on the day/month and year first hereinabove written.

Signed and delivered by the
within named National Bank for Agriculture and Rural Development

.....
by the hand of its authorised official

(Name and Designation)

in the presence of (i)_____

(ii)_____

Signed and Delivered by Shri

In the presence of (i)_____

(ii)_____

and

Witness (i)_____

(ii)_____

The Scope of Work

- i) Maintenance, upkeep and all allied activities pertaining to the Bank's Visiting Officers flats(VOF) situated at NABARD Nagar, Kandivali(12 rooms), NABARD House, BKC(5 rooms), Krishi Vikas Sadan, Cadel Road, Dadar(4 rooms) Nabard Park(8 rooms) and Visiting Employees' Flat(VEF) at Damodar Park, Ghatkopar(4 flats).
- ii) The contract shall include providing attendants 24X7 who will receive the guests, allot rooms as per the instructions from the office, provide all amenities as indicated from time to time, provide bed-tea, breakfast/lunch/dinner/snacks at the rate approved by the bank. The minimum number of attendants required in each Visiting Officers Flat and the Visiting employees flat is given in the draft agreement.
- iii) Maintenance of the VOFs/VEFs will be ensured by proper cleaning, swabbing, change of linen periodically as advised by the bank for a hygienic and clean environment.
- iv) Maintenance of Bathrooms, kitchen, other common areas in spotless and hygienic condition
- v) Attending to all repairs through ACT attached to the respective residential colonies.
- vi) The materials for cleaning the VOF, as indicated in para(iii) and(iv) will be supplied by the Bank as also the linen, curtains etc. The laundry charges for the bed linen and the curtains will be borne by the Bank.
- vii) Items required for catering will be procured by the party and sufficient stock will be maintained at all times. The charges incurred on the bank's guest will be settled by the bank in due course.
- viii) Maintaining the occupancy records in the prescribed format and collecting the occupancy charges and remitting to the bank on fortnightly/monthly basis as decided by the bank.
- ix) **The term of the contract will be for a period of 2 years ie. from 1/4/11 to 31/3/13**

Eligibility Criteria

- ii) The party have must provided similar services to any government agency/departmen/organisation/public sector undertaking/public sector banks.
- iii) The party must be registered and complying with all statutory requirements.
- iv) Copy of the contract and/or work order and copies of the certificates of registration and I-Tax returns for the preceding 3 years should be furnished as proof of complying with the eligibility criteria.

Schedule "A"

TERMS & CONDITIONS

1. In the said conditions hereinbefore mentioned, the officer in charge of the General Administration Department i.e. the Chief General Manager shall act on behalf of the National Bank.
2. The said Conditions and appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively contained in the said Conditions.
3. The agreement and documents mentioned herein shall form the basis of this Contract.
4. This Contract is for providing maintenance services at the Banks visiting Officers and visiting employees flats as per the rates accepted and the governing conditions.
5. All payments by the Bank under this contract will be made only at Mumbai.
7. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai and Courts in Mumbai only shall have jurisdiction to determine the same.
8. That the several parts of this contract have been read by the party and fully understood by him.

GENERAL INSTRUCTIONS TO PARTY

1. Sealed Tenders, should be addressed to The Chief General Manager, General Administration Department, National Bank For Agriculture and Rural Development C-24, 'G' Block, Bandra-Kurla Complex, P.B. No.8121, Bandra (East), Mumbai - 400 051 and superscribed **“Tender for the Maintenance of the Banks visiting officers flats and visiting employees flats at Mumbai ”**and send so as to reach him not later than 03.00 p.m. on 23 February 2011 . The tenderers should clearly indicate on each copy of the tender, under the full signature, whether it is original or duplicate.
2. No tender will be received after 03.00 p.m. on 23 February 2011 under any circumstances whatsoever.
3.
 - a. Tenders will be opened at 4.00 p.m. on 23 February 2011 at his office by Chief General Manager, National Bank For Agriculture and Rural Development, General Administration Department or any other officer designated for this purpose by him in the presence of other officials and the tenderers or their representatives, should they choose to be present.
 - b. Tender shall remain open for acceptance by the Bank for a period of Six Months from the date of opening the tender which may be extended by mutual agreement and the tenderers shall not cancel or withdraw the tender during this period/extended period.
4.
 - a. The tender forms should be filled in English and all entries must be made by hand and written in ink. If any of the above documents are missing or unsigned the tender may be considered invalid by the Bank at its discretion.
 - b. Rate should be quoted both in figures and words in the columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderers. Over writing of figures is not permitted, failure to comply with either of these conditions will render the tender void at the Bank’s option. No advice of any change in rate or conditions after opening of the tender will be entertained.
 - c. Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of the Contract, Specifications, Special Conditions,

etc., as laid down. Any tender with any documents not so signed is liable to be rejected.

d. The tenders submitted on behalf of the Firm shall be signed by all the partners of the Firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender is liable to be rejected by the Bank.

5. The National Bank for Agriculture and Rural Development does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, without assigning any reasons for doing so.

6.

a. Intending tenderers shall pay an Earnest Money Deposit a sum of Rs.20000.00 by a Demand Draft drawn on a Schedule Bank which amount will be credited into the office of the National Bank For Agriculture and Rural Development. The Earnest Money Deposit will be returned to the tenderer if his tender is not accepted but without any interest.

b. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or Bank Guarantee or insurance guarantee, cash or cheque.

7. The Earnest Money Deposit of Rs.20000.00 paid by the successful tenderers shall be held by the National Bank for Agriculture and Rural Development as partial security deposit for the execution and due fulfilment of the contract. No interest shall be paid on the said deposit.

8. The Earnest Money Deposit of the successful tenderer will be converted into the Security Deposit and retained with the Bank. The amount of Security Deposit to be maintained will be Rs1,00,000. The difference in the amount(Rs.80000.00) should be deposited with the Bank by a demand Draft from a Scheduled Bank prior to the signing of the agreement. All compensation or other sum of money payable by the party to the Bank under the terms of this contract may be deducted from his security deposit if the amount so permits and the party shall, unless such deposit has become otherwise payable, within 10 days after such deduction make good in cash the amount so deducted.

9. On receipt of intimation from the Bank of the acceptance of his/their tender the successful tenderer shall be bound to implement the contract within 14 days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement along with other terms and conditions of the tender document.

10. The party shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the party rescinding the contract whereupon the Security Deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the party.

11. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making the tender on entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of work and all matters pertaining thereto.

12. The successful tenderer must co-operate with the other contractor appointed by the Bank so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank.

13. The Earnest Money Deposit of the successful tenderer will be forfeited if he fails to comply with any condition of the contract.

I/We hereby declare that I/We have read and understood the above instructions for the guidance to tenderers.

Witness

Signature
of Tenderer : _____

Address: _____

Date: _____

OTHER CONDITIONS OF THE CONTRACT

1. In Construing these Conditions, the Specifications, and Contract Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

Interpretation Clause

- a. “The Bank” Shall mean National Bank for Agriculture and Rural Development and shall include its assigns and successors.

- b. “The party” Shall mean _____ and shall include his/their legal representative, assigns or successors.

- c. “This Contract” shall mean the Articles of Agreement, the Special Conditions, the scope of work, the general conditions and the specifications attached hereto which are duly signed.

- d. “Notice in Writing” written notice shall mean a notice in writing, typed or printed charter sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known residential or business address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

- e. “Act of Insolvency” shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any amendments/modifications thereto.

- f. “The Works” shall mean the maintenance of the VOFs and VEF as detailed in the scope of work and special conditions.

Words importing persons include firms and corporations. Words Importing the singular only also include the plural and vice versa where the context requires.

Covenants made by the party.

1. The party shall conform to the provision of any Act of the Legislature relating to the works, and to the Regulation and Bye - Laws of any Authority.

2. The party shall bring to the attention of the Bank all notices required by the said Acts, Regulations or Bye-laws to be given to any Authority and pay to such Authority, or to any Public Office all fees that may be properly chargeable in respect of the works, and lodged the receipts with the Bank.

3. The party shall on request of the Bank immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank, be incompetent or misconduct's himself, and such person shall not be again employed on the work without the permission of the Bank.

4. The whole of the works included in the Contract shall be executed by the party and the party shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof or interest therein without the written consent of the Bank

5. The party shall be responsible for all injury to persons, and for all structural and decorative damage to property which may arise from the operation or neglect of party or their staff or damages arising from carelessness, accident or any other cause whatsoever in any way connected with carrying out of the party. The party shall indemnify the Bank and hold it harmless in respect of all and any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under any laws/enactments or otherwise and also in respect of any award of compensation of damages consequent upon such claims.

6. The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages compensation, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any or all sums due or to become due to the party.

QUOTE

Rate Quoted for the maintenance of the Banks Visiting Officers Flats and the Visiting employees flats at Mumbai as per the details indicated in the scope of work and the special instructions is Rs ----- per month(Exclusive of service tax and any other applicable taxes)

**Signature :-
Of the person authorised to make the quote**

Name of the person authorised to make the quote :-

Company Stamp or Seal :-