#### Tender for Providing Integrated Facility Management Services - Support Staff Services

Name of the Bidder:	
Address:	
	_

# DEPARTMENT OF PREMISES, SECURITY AND PROCUREMENT, NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT HEAD OFFICE, BANDRA KURLA COMPLEX, BANDRA (E), MUMBAI- 400051



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#### **NOTICE INVITING TENDER**

REF. NO. NB. DPSP / 66286	/Integrated Facility Management /2025-26
30 July 2025	

Dear Sir

M/s

### Tender for providing Integrated Facility Management Services - Support Staff Services at NABARD, Mumbai

- National Bank for Agriculture and Rural Development (NABARD) is India's apex development bank, established in 1982 under an Act of Parliament to promote sustainable and equitable agriculture and rural development. NABARD intends to invite e-tenders in two parts for **Providing Integrated** Facility Management Services at NABARD Head Office, BKC and its residential colonies in Mumbai.
- 2. The Agency shall provide services as per details indicated in scope of work & BOQ.
- 3. The tender document is available on NABARD's website www.nabard.org and on GeM Portal i.e. https://gem.gov.in for download. No physical copy shall be provided by NABARD and submitted to NABARD.
- 4. The intending bidders shall upload their bids in two parts viz. Technical Bid and Financial Bid along with duly signed scanned copies of all relevant documents etc., in support of their technical & financial bids on **GeM portal** only within the prescribed time limit. The evaluation of tenders will be based on online bids submitted by the bidders.
- 5. Instructions regarding Technical Bid, Financial Bid, submission process and scope of works and the services required have been elaborated in the Terms and Conditions and other parts of the tender document.
- 6. Earnest Money Deposit (EMD) of **Rs. 1,60,000/- (Rupees One lakh sixty thousand only) is** to be paid to designated account as mentioned below. Counterfoil / receipt / transaction details for the same has to be enclosed with the tender. No interest shall be paid on the EMD thus collected.

EMD of the successful bidder will be converted to Performance Security Deposit (PSD), 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. The firms registered as MSME are exempted from payment of EMD subject to submission of relevant document.

Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL	
	DEVELOPMENT	
BANK NAME	NABARD	
BRANCH NAME	HEAD OFFICE, MUMBAI	
IFSC code	NBRD0000002	
Account Number	NABADMNo7	

- 7. **The bids without EMD shall be rejected**. If the bidder wants to claim EMD exemption, the bidder has to submit documentary proof of registration as MSE as defined in MSE Procurement Policy of Govt. of India or registration with Central Procurement Organizations or empaneled with NABARD itself.
- 8. A Pre-Bid meeting is scheduled to be held in the DPSP, Conference Hall at Ground Floor, A-Wing, NABARD Head Office, Plot C-24, G Block, Bandra Kurla complex, Bandra East, Mumbai 400051, in the presence of Bank's officials as per the date indicated in Schedule of events. The clarifications being sought in the pre-bid meeting may be submitted in writing at our Office or to dpsp@nabard.org at least two working days prior to the date of pre bid meeting. The clarifications given in pre bid meeting will also form part of tender document and will be uploaded on the website. NABARD reserves the right to revise the bid after pre-bid meeting, if required, and same will be uploaded on website.
- 9. Date of pre-bid meeting, last date for submission of bids and date of opening of technical and financial bids are indicated in the Schedule of the Tender. Tenders received after stipulated date and time shall not be entertained. Bidders are requested to make note of dynamic time being displayed on GeM Portal to ensure that the bids are submitted on time.
- 10. The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement.
- 11. The Financial Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.
- 12. NABARD does not bind itself to accept the lowest bid (L1). NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever.
- 13. The decision of the bank shall be final and binding with regard to Technical and Financial Bids and

the tendering process.

14. Bidders must ensure attachment of relevant documents, supporting the Pre- Qualification Criteria

and Technical Document Sheets.

15. All documents that comprise the offer should be signed and sealed by the firm, as a token of

acceptance to the terms and conditions specified in the tender.

16. The bids shall remain valid and open for acceptance for 90 days from the date of opening of Financial

Bid.

17. NABARD reserves right to change/modify/amend any or all provisions of the tender document.

Such revision/amendment or corrigendum/addendum, if any, will be made available on GeM portal

and NABARD's website only.

18. Bids containing false and or incomplete information are liable for rejection.

19. The successful bidder shall execute an 'Articles of Agreement' of work contract with NABARD in

accordance with the standard / prescribed format within 15 days from the date of acceptance of the

offer failing which the bidder's EMD may stand forfeited.

20. Integrity pact - The tenderer has to submit the Integrity pact at his own cost on Rs. 200/- non-

judicial stamp paper as per the format given elsewhere in the tender document to become eligible to

participate in the tender. It would be a preliminary qualification and bid documents will not be

considered in the absence of the Integrity Pact. Bank has appointed Independent Monitor Shri

Jagdeep Kumar Ghai, P&TA, FS (Retd) (Hereinafter referred to as Monitor) for this in consultation

with the Central Vigilance Commission. It must be noted that the Bidders who are willing to enter

into Integrity Pact (IP) with the Bank on every stage of bidding, will be eligible to participate in the

bidding process. Tenderer must enter into Integrity Pact (IP) in the prescribed format in all phases

of the contract.

Yours faithfully,

Sd/-

(Rakesh Kumar Agrawal)

Deputy General Manager

#### **SCHEDULE OF EVENTS**

Sr. No.	Particulars	Remarks
1	Name of the Work	Providing Integrated Facility Management
		Services - Support Staff Services at NABARD, Head Office, Bandra Kurla Complex, Mumbai
		400 051 and its residential colonies.
3	Earnest Money Deposit (EMD)	Rs 1,60,000/-
4	Particulars for depositing EMD	e-Payment
5	Date of issuing Notice Inviting Tender (NIT)	30 July 2025
6	Pre-Qualification Criteria	As per Terms and Conditions of tender
7	Due date for submission of Bids	20 August 2025 15.00 Hrs
8	Date of Pre-Bid meeting	06 August 2025 14.00 Hrs
9	Date of opening the Technical Bid	20 August 2025 15.30 Hrs
10	Date of opening the Financial Bid	To be intimated later
11	Basis for selection of Bid	As per the terms and condition of the Tender
12	Period of Contract	24 Months

## PART-I TECHNICAL BID

#### FORM OF TENDER

The Chief General Manager, Department of Premises, Security and Procurement, Head Office, National Bank for Agriculture and Rural Development,

Mumbai - 400051

Dear Sir

Tender for providing Integrated Facility Management Services – support staff at NABARD, Mumbai

- 1. I / We have examined the Scope of Work and Terms and Conditions relating to the tender for the said work after having obtained the Tender document invited by you.
- 2. I/We have visited the NABARD Mumbai Office, examined the works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
- 3. I / We hereby offer to execute the work in strict accordance with the Tender Document at the rate quoted by me / us in the Price Bid as per the Scope of Work described in the Tender Document and other Terms and Conditions.
- 4. I / We enclose herewith EMD deposited e-receipt of **Rs 1, 60,000**/- to NABARD Account (Counterfoil / receipt / transaction details for the same has to be enclosed with the tender). I / We understand that no interest shall be paid on the EMD thus collected. EMD of the successful bidder will be refunded after submission of Performance Security Deposit (PSD) in form of Bank Guarantee, 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. I/We further understand that EMD is exempted for MSME registered firms but they have to submit PSD in form of Bank Guarantee or cash, if successful.
- 5. Should this tender be accepted, I / We hereby agree to abide by and fulfil the terms and provisions or the said Conditions of the tender annexed hereto in so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions. The EMD will not bear any interest.
- 6. In the event of this tender being accepted, I/We agree to enter into and execute the prescribed Agreement with NABARD as per the format given in this tender.
- 7. I/ We agree to pay all Government (Central and State) Taxes such as GST etc. and other taxes prevailing from time to time.
- 8. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever, during the period of the contract.
- 9. Should this tender be accepted, I / we hereby agree to abide by and fulfil all the Terms and Conditions and Provisions of the said Contract Document annexed hereto

Details of	f firm/company/individual:		
i.	Name of our firm / Company /	Individual:	
ii.	Address of our firm / Company	/ Individual:	
iii.	Telephone No.:	Mobile No.:	
iv.	E-mail address:		
v.	Our Bankers are:		
1	Bank,	, Mumbai	
2	Bank,	, Mumbai	
vi.	Type of account: Savings / Curr	ent account	
В	ank Account No.	:	
II	FS code of Bank and branch	:	
vii.	The names of partners of our fi	rm are:	
	a.		
	b.		
	c.		
viii.	Name of the partner of the firm	Authorized to sign:	
		OR	
	person having Power of Attorney e attached):	to sign the contract (certified copy of the Po	ower of Attorney
Yours fa	aithfully,		
Signature	e of Tenderer with stamp		
Name o	of the person authorized to sign	and submit the Tender	
I)			
II)			
Yours f	aithfully		
Signat	ture with seal	Place: Date:	

#### **Check list: - For Submitting Technical Bid by The Bidders**

Sl. No	Particulars	Response
1	Name of the Bidder (Manpower service provider)	
2	Address with telephone, mobile, email and Fax No	
3	Status of applicant (individual/proprietorship firm/partnership firm/private limited Company/public limited company/society/autonomous bodies – attach documentary Evidence).	
4	Types of manpower services provided (experience certificates to be enclosed)	
5	Organization structure with location details in <b>Mumbai / Thane / Navi Mumbai</b> and manpower details (permanent and on contract)	
6	EPF Establishment Code No. (Attach documentary evidence)	
7	PAN No. (Attach documentary evidence).	
8	Goods and Service Tax registration No. (Attach documentary evidence).	
9	Other registration details under Labour Laws (attach documentary evidence).	
10	List of client's along with their placement turnover in numbers (last 5 years).	
11	Attach satisfactory performance report from their existing client(s) from Govt. /PSUs/ reputed organizations.	
12	Man months of services provided in a year in India	
13	during consecutive three financial year (Attach documentary evidence).	
	2022-2023	
	2023-2024	
	2024-2025	
14	Annual turnover of last consecutive three financial years (audited financial statement/IT returns of last 3 years to be enclosed). Turnover of last 3 consecutive years of agency.	
	2022-2023	
	2023-2024	
	2024-2025	

Date: (Signature with name & seal)

#### **General Terms and Conditions**

- 1. Bidder must read the Terms & Conditions carefully before filling up the document. Incomplete Tender Documents will be rejected.
- 2. The Bid to be submitted through GeM portal only
- 3. Before submitting the tender, details of documents to be attached may be verified from the Check list given in this tender document.
- 4. The Bidders are required to submit the form of tender.
- 5. All pages of the Tender Documents must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Tender. Tenders without signature and seal on each page shall be summarily rejected.
- 6. NABARD reserves the right to obtain feedback from the previous/present clients of the Bidder and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first hand information regarding the quality of services provided by the Bidder. Decision of NABARD with regard to award of the contract will also depend upon the feedback received by it from the previous/present clients and also from its team(s) deputed for the purpose. The decision of NABARD in this regard will be final and binding on all bidders.
- 7. Tender shall be submitted in NABARD's official tender form only and should be completed in all respect. If submitted in any other manner, the same shall be summarily rejected.
- 8. Tenders received without the prescribed Earnest Money Deposit (EMD) of Rs. 1,60,000/-(Rupees One lakh sixty thousand only) shall be rejected.
- 9. The services to be rendered by the Bidders must not be altered by the Bidder.
- 10. No addition or alteration in terms and conditions is allowed.
- 11. The name and address of the Bidder shall be clearly written in the space provided for the purpose and no over-writing, correction; insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted strictly in accordance with the instructions contained herein; otherwise the Tender is liable to be rejected.
- 12. The Financial bids submitted by Bidder should be valid at least for a minimum period of 90 (Ninety) days from the date of opening of Technical Bids.
- 13. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which he/she is signing along with the authority letter.
- 14. NABARD reserves the right to reject any or all the tenders without assigning any reason.

#### **Technical Bids Evaluation**

Technical bids of only those bidders who comply with the eligibility criteria shall be evaluated and shall be considered for opening of price bids / further evaluation.

#### **Price Bid Evaluation**

The Price Bids of only those bidders who qualify / shortlisted in the technical evaluation shall be opened.

- NABARD reserves the right to change any condition of the tender before opening of the **Technical** Bids.
- The successful Bidder will have to enter into an agreement with NABARD in proforma given in this tender document.
- Bidders must necessarily enter into Integrity pact (IP) on stamp paper of Rs 200.
   Tenders without IP shall be summarily rejected.
- Canvassing in any form will make the tender liable to rejection.
- Any change/modification/alteration/corrigendum shall be uploaded on ABARD website / GeM portal only and it shall form a part of the tender document.
   Accordingly, all the prospective Bidders are requested to visit NABARD website / GeM portal frequently.

#### **OPENING OF BIDS**

The Technical Bids will be opened on date and time as indicated in the Schedule of events in the presence of such Bidder who may wish to be present, either in person or through their authorized representatives (duly supported with authorization letter).

The Financial Bids of only those bidders qualifying in the technical bid will be opened for further evaluation. The decision of NABARD in this regard will be final and no requests etc. will be entertained from the Bidders. The date and time of opening of financial bid(s) will be intimated only to such Bidders who are found eligible as per evaluation criteria prescribed by NABARD. EMD of the unsuccessful Bidders will be returned, without interest, within a period of one month from the date of opening of price bids.

#### AWARD OF CONTRACT

The work will be awarded to the L<sub>1</sub> bidder. In case the financial bid of more than one bid is same as L<sub>1</sub>, then the work will be awarded as per the L<sub>1</sub> arrived by GeM Portal.

#### PERIOD OF CONTRACT

- a) The contract for Services shall remain valid initially for a period of two years.
- b) However, NABARD can terminate the contract with the Bidder during the duration of the contract if the performance standards of the Bidder are found unsatisfactory.
- c) The two-year contract period is subject to renewal by NABARD on satisfactory performance on same terms and conditions for a further mutually agreed period not exceeding one year.

#### FORFEITURE OF EMD

EMD of the successful Bidder shall be liable to be forfeited if the Bidder does not fulfil any of the following conditions:

- a. An agreement is not signed in the prescribed form within fourteen days of the receipt of the Letter of Award of the Contract;
- b. The Bidder does not commence the contracted services within fourteen days of the stipulated date for commencement of services, as given in the contract.
- c. The Financial Bids submitted by the Bidder should be valid till 03 months from the date of opening of technical bids. In view of this, no change in the financial bid will be allowed. If the successful Bidder withdraws or alters the terms of the tender during this period, the Earnest Money Deposit shall be forfeited.

#### PERFORMANCE SECURITY DEPOSIT

The successful Bidder will be required to submit a Bank Guarantee in favor of "National Bank for Agriculture and Rural Development" equal to Rs. 6,79,140/- (Rupees Six lakh seventy-nine thousand one hundred and forty only) as Deposit on account of Performance Security Deposit within a week of acceptance of the offer.

If the Contract is terminated by the Bidder without giving stipulated period of notice or fails to observe the terms & conditions of the Tender, Letter of Award for the Contract and the agreement signed by the Bidder with NABARD, the Performance Security Deposit will be forfeited without prejudice to the NABARD's right to proceed against the Bidder for any additional damages that NABARD suffers as a result of the breach of the aforesaid terms and conditions.

#### STATUTORY OBLIGATIONS OF THE BIDDER

The Bidder shall be responsible for engaging adequate number of trained/experienced personnel required for providing the services in NABARD as indicated in Tender document.

The employees of the Bidder should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.

- a) The Bidder will, make available to NABARD the particulars of all the employees who will be deployed at its premises. Such particulars, inter-alia, should include age/date of birth, permanent address, profile of the health status of the employees.
- b) The Bidder shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act and all other statutory obligations applicable, such as, Provident Fund and Goods & Service Tax etc. in force from time to time. The Bidder shall provide documentary evidence of compliance with all its statutory obligations to NABARD, as and when demanded by NABARD.
- c) The Bidder shall ensure proper discipline among his/her employees and further ensure

that they do not indulge in any unlawful activity.

- d) There should be a service wise panel / pool of 6 persons each for Receptionist and Butler and 10 persons for Estate Supervisor, so as to ensure smooth functioning of the service in case of contractor's staff goes on long leave, or not able to continue due to any reason whatsoever.
- e) Authorized representatives of NABARD shall be involved in selection of personnel proposed to be deputed for the work.
- f) The documents related to experience of staff proposed to be deputed and educational criteria indicated in tender shall be checked by NABARD.
- g) The contractor will have to give three months' notice to NABARD if any change of deputed personnel is intended due to any reason whatsoever with concerned staff/ contractor.
- h) In the event of violation of any contractual or statutory obligations by the Bidder, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against NABARD by any individual, agency or government authority due to acts of the Bidder, the Bidder shall be liable to make good/compensate such claims or damages to NABARD. As a result of the acts of the Bidder, if NABARD is required to pay any damages to any individual, agency or government authority, the Bidder would be required to reimburse such amount to NABARD. NABARD reserves the right to recover such amount from the payment(s) due to the Bidder while settling his/her bills or from the amount of Performance Security Deposit of the Bidder lying with NABARD.
- i) The Bidder shall at all times keep indemnified the principal employer, namely, NABARD and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Bidder shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act /Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force as applicable from time to time. The Bidder shall provide all documentation to NABARD at its request, pertaining to all statutory registrations/licenses and payments conforming to such regulations applicable to the contract offered under this tender.
- j) Where applicable, The Bidder shall provide sufficient sets of Uniforms and pair of shoes to support employees and shall ensure that they wear them all times and maintain them properly. Material, Design and colour of the uniform will be finalized in consultation with NABARD.
- k) The Bidder shall be personally responsible for conduct and behaviour of his staff and any loss or damage to NABARD's moveable or immoveable property due to the conduct of the Bidder's staff shall be made good by the Bidder. If it is found that the conduct or efficiency of any person employed by the Bidder is unsatisfactory, the Bidder shall have to remove the concerned person and engage a new person within 48 hours of intimation by NABARD. The decision of NABARD's designated officer in this regard shall be final and binding on the Bidder.
- l) The Bidder shall not appoint any sub-Bidder to carry out his obligations under the Page 14 of 43

contract.

- m) All services shall be carried out by the personnel deployed by the bidder for undertaking the contract, with due regard to the convenience of NABARD. The orders of the concerned authority shall be strictly observed.
- n) The Bidder will deploy adequate manpower as per requirement of NABARD for work during late hours and on Sundays, including other holidays, according to the requirement of NABARD.
- o) The personnel employed by the Bidder shall be directly under the supervision, control and employment of the Bidder and they shall have no connection whatsoever with NABARD.
- p) NABARD shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such personnel employed by the Bidder shall also not have any claim against NABARD for employment or regularization of their services by virtue of being employed by the Bidder, against any temporary or permanent posts in NABARD.
- q) The Bidder shall ensure that either he/she himself/herself or his/ her representative is available for resolving any dispute that may arise during the currency of the contract to the entire satisfaction of NABARD.
- r) Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes, tobacco in any form, or any other items of intoxication are strictly prohibited in NABARD office premises. Any breach of such restrictions by the Bidder will attract deterrent action against the Bidder as per statutory norms.
- s) No amendment to this agreement shall be valid or binding unless set forth in writing and duly executed by the parties to this agreement. No waiver of any breach of any provision of this agreement shall be effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.
- t) The Bidder shall not use the logo, trademark/name or any other intellectual property of NABARD under any circumstances whatsoever.
- u) The applicable law for the purpose of this agreement will be Indian Law and Courts at Mumbai shall have and exclusive jurisdiction.
- v) The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived there-from. If the dispute has not been resolved amicably within fifteen days (15 days) after one Party has served written notice on the other Party requesting the commencement of such discussions, either party may in writing demand that the dispute be finally settled by the arbitration in accordance with Arbitration and Conciliation Act, 1996. The sole arbitrator shall be appointed by NABARD in case of dispute raised by NABARD, from the panel of three persons

nominated by Bidder. Similarly, the sole arbitrator shall be appointed by Bidder if dispute is raised by Bidder from the panel of three persons nominated by NABARD. The language of the Arbitration shall be English/Hindi and place of arbitration shall be Mumbai. Work under the contract shall be continued by the Bidder during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by NABARD to the Bidder 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.

- w) Any communication by Registered Post/ Speed post addressed to the Bidder at its registered office address shall be sufficient service thereof. Any communication by Registered Post/ Speed post addressed to NABARD at Ground Floor, 'A' Wing, NABARD, Head Office, Plot no. C 24, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051 shall be sufficient service thereof.
- x) The Bidder shall bear the cost of preparation of this/all other related agreements.
- y) This Agreement shall be executed in two copies and each party shall retain the one original.

#### **OBLIGATIONS OF NABARD**

NABARD will, subject to compliance of this Contract and all statutory requirements and the provision of Services to its satisfaction by the Bidder and subject to deduction of tax at source under the Income tax Act, 1961 or any other provisions of law for the time being in force, ensure full and timely payments for the Services as provided in this Contract. The following are the terms and conditions of the engagement of temporary resource personnel: -

- a. The engagement of temporary/resource person who are employed by Bidder is purely temporary and on contract basis.
- b. The temporary/resource person staff shall at all-time maintain absolute integrity and devotion to duty and conduct himself in a manner conducive to the best interests, credits and prestige of NABARD.
- c. By virtue of the services with NABARD, Bidder and the temporary/resource person deputed by the Bidder will come in possession of certain confidential information related to NABARD. Bidder and the temporary/resource person deputed by the Bidder will not divulge any such confidential information to any other person or any organization or individual.
- d. The Bidder shall ensure that complete confidentiality is maintained by it and all its temporaries/ resource persons; with regard to all information relating to NABARD, its premises, clients business, assets, affairs and employees and that neither the Bidder nor its persons will any time divulge or make known to any third parties any trust, accounts, matters or transactions whatsoever pertaining to NABARD and its associate entities and which may in any way come to their knowledge or attention.

e. The Bidder must undertake to indemnify and agrees to keep NABARD indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against NABARD on account of and / or arising out of the failure of the Bidder to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.

#### **FORCE MAJEURE**

The obligations of NABARD and the Bidder shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control. In the event of such inability continuing for more than a week, the other party shall have the right to terminate this contract without further obligation.

#### **PENALTY**

- a. NABARD reserves the right to impose a penalty (to be decided by the NABARD) on the Bidder for any serious lapse in maintaining the services willfully or otherwise by the Bidder or his employees.
- b. If NABARD is not satisfied with the services provided or behavior of the Bidder or his/her employees, the Bidder will be served with 24-hour notice to improve or rectify the defect(s), failing which the NABARD will be at liberty to take appropriate necessary steps as deemed fit.

#### **PAYMENT**

- a. The Bidder shall be paid the bill amount, less statutory deductions, within 21working days of presentation of monthly bill to NABARD.
- b. All payments and receipts would be rounded off to nearest rupee.

#### TERMINATION OF THE CONTRACT

- a. The contract can be terminated by either party, i.e., NABARD or the Bidder, after giving three months' notice to the other party extendable by mutual agreement till alternate arrangements are made. However, NABARD reserves the right to terminate the contract without giving any notice in case the Bidder commits breach of any of the terms of the contract. NABARD's decision in such a situation shall be final and shall be accepted by the Bidder without any objection or resistance.
- b. On termination of the contract, the Bidder will hand over all the equipment/furniture/articles etc., supplied by NABARD, in good working condition, back to NABARD.

#### **JURISDICTION**

Any matter related to contract shall have jurisdiction in Mumbai Courts only.

#### PAYMENT OF WAGES TO DEPLOYED MANPOWER

- a. Bidder will maintain monthly attendance details of deployed manpower through agreed mechanism such as biometric attendance system.
- b. On the basis of attendance, Bidder shall pay the wages and EPF etc. to each employee.
- c. After transferring the monthly wages, EPF to his deployed manpower, Bidder shall submit the bill to NABARD office with pay bill and EPF Details.
- d. Pay-slip shall be provided to the deployed manpower as and when required by the Bidder.
- e. Bidder shall be capable to pay the wages as per tender document timely before 5<sup>th</sup> of every month from his own resources. Contractor will arrange substitute in case the staff deputed by him goes on leave.
- f. Bidder shall be capable of paying monthly wages up to one to three months from his own resources in case of delay in payment by NABARD Office due to unavoidable circumstances.
- g. The Bidder shall be liable for any issues arising in relation to EPF and shall deal with it taking responsibility of the related procedures.
- h. The wage structure of Receptionist, Estate Supervisor and Butler would be as remuneration, a fixed amount of as indicated below

Sr. No.	Category of staff	Fixed Amt. of remuneration per month (Rs.)	City Conveyance Allowance (Rs.)	Washing Allowance (Rs.)	Per person total monthly remuneration (Rs.)
1	Receptionist	40,000	2,000	2,000	44,000
2	Estate Supervisor	40,000	2,000	2,000	44,000
3	Butler	30,000	1,500	1,500	33,000

An annual enhancement of 5% over the original contract value of remuneration would be admissible, subject to satisfactory performance.

#### COMPREHENSIVE GROUP INSURANCE POLICY

- 1. All liabilities arising out of accident or death while on duty of the personnel/support staff shall be borne by the Bidder. The Bidder shall cover all his employees with a comprehensive Group Insurance policy. The Bidder shall indemnify NABARD, Mumbai against all liabilities arising out of any such accidents or deaths.
- **2.** The premium or any other charges related to Group Insurance premium of approx. All employees deployed in NABARD by Bidder with a risk cover of at least Rs. 5,00,000 per employee per annum will be borne by the Bidder. The policy must cover any hospitalization due to illness or accident.
- **3.** Copies of insurance policies shall be submitted to NABARD before submission of first Bill.

#### **Qualification Criteria**

- 1) Manpower service provider, placement agencies, autonomous bodies, firms, companies and societies providing Manpower related services viz. Receptionist, Estate Supervisor and Butler or similar staff to Central or State Govt Offices/ Nationalized Banks/Public Sector Undertakings of Central/state Government and its training establishments, reputed Public limited companies/ Institutions are eligible to participate in the bid. The Bidder who desires to submit response to this tender must have provided similar services at least on average of 100 men per month during last 3 consecutive financial years i.e. 2022-23, 2023-24 and 2024-25.
- 2) The Agency should have its office in Mumbai / Thane / Navi Mumbai. (Documentary evidence to be submitted).
- 3) The Bidder should **have an average turnover of Rs. 60 lakhs in India** in last consecutive three financial years i.e. 2022-23, 2023-24 and 2024-25 in the particular field as manpower placement agency/service provider.
- 4) Audited financial statement for last consecutive three financial year i.e. **2022-23**, **2023-24** and **2024-25** should be submitted along with the bid. Last three years income tax returns should also be submitted along with the bid.
- 5) Registration Certificate as per existing norms (indicating the legal status Company / Partnership firm/ Proprietorship Concern, etc.)
- 6) The Bidder should have EPF code, ESI registration, PAN, GSTIN registration under applicable labour laws and should submit copy of the same.
- 7) Consortium bidding shall not be allowed.
- 8) The Bidder should be able to provide copies of Form 16 issued to its employees whenever asked for during the evaluation process.
- 9) The Bidder should have *experience* of at least 05 years continuously in the area as above in which services are to be provided; (documentary proof must be submitted by the bidder.
- 10)Bidder should not have been black listed by any central State Govt Office/Bank/PSU in last three year. An undertaking in this regard shall be furnished as per format given in tender document.

#### Scope of Work

The Scope of work for providing Integrated Facility Management Services - Support Staff Services the office premises of NABARD, Head Office, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 and its residential colonies in Mumbai.

The Broad scope and requirements of the Contract Staff is mentioned below:

#### 1. Receptionist:

- a. Welcoming / Greeting the Guest, visitors, VIPs, dignitaries visiting NABARD.
- b. Assisting guest with gesture, answering their queries, issuing entry pass, ensuring check in and check out procedures.
- c. To guide visitors about their visit to various Departments, officials, etc.
- d. Attending to incoming telephone calls, transferring the calls to Departments / Officials.
- e. To provide intercom nos. of officials, Departments, Addresses & telephone nos. of DDMs, Regional Offices.
- f. To operate Visitors Management System and to issue ID Cards to visitors, retired staff, others.
- g. To maintained record of guest / visitors visiting to office, to retrieve the ID cards issued to visitors.
- h. To maintain a log of daily visitors and ensure data accuracy for reporting and security purposes.
- i. Coordinating with security and administrative teams to ensure smooth visitors flow with utmost adherence to protocols.

#### **Requirement:**

- a. Pleasant demeanor when interacting with visitors / guest.
- b. Educational Qualification: Graduate
- c. Effective oral and written communication. Fluency in Hindi, Marathi and English languages.
- d. Should have minimum 3 years experience as Receptionist of multinational, corporate office.
- e. Proficiency in MS Office and basic IT system
- f. Strong interpersonal and customer service skills.
- g. Ability to multitask and manage time efficiently.
- h. Age: 21 to 40 years
- i. Female

#### 2. Estate Supervisor

- a. To oversee the maintenance and upkeep of flats and common area of all the residential colonies.
- b. To schedule routine maintenance viz. Plumbing, Civil, Electrical works, Security issues.
- c. To coordinate with the residents and contractors for maintenance works, cleanliness, security, ongoing services, etc.
- d. To supervise all ongoing maintenance works in all colonies of NABARD.
- e. To record measurements of on going works.
- f. To keep records of incoming and out going material of works.
- g. To supervise all contract staff, technicians, take a note of their attendance
- h. To keep records of vacant flats, undertake inspection of vacant flats, maintained inventory list of assets provided in flats, common area of respective residential colonies,
- i. To ensure smooth handing over and taking over of flats while vacating or taking over possession of flat by staff members of NABARD.
- j. To ensure safety and security of residents of colonies.
- k. To keep in and out record of visitors to colonies,
- 1. To certify the work done sheet submitted by the contractors.

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- m. To keep records and ensure timely payment of electricity, gas bills, etc.
- n. To serve as a liaison between local government bodies and NABARD, facilitating communication, coordination and implementation development initiatives.

#### **Requirement:**

- a. Minimum educational qualification: Diploma Holders of in Civil/ Electrical Engineering
- b. Ability to work indoor and outdoor.
- c. Should have minimum 3 years' experience in supervising above mentioned works, maintenance work, etc.
- d. Should have minimum 3 years' experience in Housekeeping.
- e. Should be quick in responding
- f. Should be always available on call.
- g. Weekly off will be on intervening day and not on Saturday or Sunday.
- h. Effective oral and written communication. Fluency in Hindi, Marathi and English languages to maintain interpersonal relationship and to coordinate between residents, contractors and others
- i. Should have basic knowledge of computer operations and Word, Excel, e-mails, Teams, etc.
- j. Age: 21 to 40 years
- k. Male

#### Butler

#### **Executive Hospitality**

- Welcoming and attending to VIP guests and clients.
- Preparing and serving refreshments, meals, or beverages in executive lounges or offices.
- Ensuring meeting rooms and executive areas are impeccably set up and maintained.

#### Personal Assistance

- To provide personalized service to Top Management, Guests, including greeting, escorting, managing their food related needs, and addressing their concerns
- Managing wardrobe, grooming items, and personal effects for the executive.

#### Office and Event Support

- To Plan and execute formal and informal dining experiences, ensuring proper table service and etiquette, and to coordinate with lounge Supervisor, catering services providers, other service personnel.
- Supporting the execution of corporate events, board meetings, or Conference Lunches.
- Maintaining professionalism at all times.

#### **Confidentiality**

• Handling sensitive information with the utmost confidentiality.

#### **Environment Management**

- Maintaining the executive's office or private suite to high standards.
- Ensuring cleanliness, ambience, and readiness for meetings.
- Inventory Management
- To Maintain household inventory, including care of cutlery items, etc. as well as to ensure cleaning and maintenance of the same.

#### **Requirement:**

- a. Educational Qualification: Diploma in Hotel Management / Catering / culinary arts.
- b. Well versed in spoken English & Hindi

- c. Working knowledge of reading and writing English
- d. Presentable, well-groomed and physically fit.
- e. Work experience in similar work profile in hotels and catering firms catering to big corporates.
- f. Age: Between 21 to 40 years
- g. Male

#### The BIDDER may be disqualified if they have: -

- i) Made misleading / false statement(s) or deliberately suppressed information in the forms, statements and enclosures required in the eligibility criteria document; and / or
- ii) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

(To be signed on a Non-Judicial Stamp Paper of 500/- to be purchased by the Bidder)

#### **AGREEMENT**

(TO BE JOINTLY SIGNED BY NABARD AND THE BIDDER FOR PROVIDING Г

INTEGRATED FACILITY MANAGEMENT SERVICES - SUPPORT STAFF SERVICES AT NABARD, MUMBAI)
This Agreement made this day the
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 or meaning thereof, means and includes its successors and assigns) of the <b>ONE PART</b>
M/s a Company/Society (details of constitution) through Shri/Mrs/Ms (through their Authorized signatory) hereinafter referred to as the "Bidder" (which expression shall, unless repugnant to the context or meaning thereof, mean and includes its successors and assigns) <b>OF THE OTHER PART</b> .
Whereas NABARD is a premier organisation involved in Agriculture and Rural Development. NABARD, being desirous of awarding the works relating to Provide Integrated Facility Management Services - Support Staff at NABARD Head Office, Bandra Kurla Complex, Mumbai and its 5 residential colonies in Mumbai. (hereinafter referred to " <b>the said works</b> ") for the period from <b>to</b> , inviting bids for providing the said works at the said Premises. A copy of the GeM bid is annexed herewith and to be read as part and parcel of this Agreement.
Whereas NABARD needs a Bidder for providing Integrated Facility Management Services at NABARD, Mumbai mentioned in the Tender Documents invited by NABARD.

Whereas it is thought desirable to grant a Contract to the Bidder to provide Integrated Facility Management Services at NABARD, Mumbai. The terms and conditions mentioned hereinafter, it is hereby confirmed as having been agreed to between the respective parties as under:

1. That the Bidder has been granted the contract to provide Integrated Facility Management
Services - Support Staff Services at NABARD, Mumbai initially for a period of two years w.e.f. [
] on the terms & conditions contained in the Tender Documents,

NABARD's Letter of Award of the Contract and this agreement read together. If during this period, the performance is found satisfactory, the contract may be renewed for further specified period not exceeding one year on the existing or mutually agreed to terms & conditions.

- 3. That the services provided by the Bidder shall be as per the scope of work given in the tender document. If, however, the performance standards are unsatisfactory, NABARD reserves the right to impose financial penalty as decided by the NABARD or the contract may he cancelled/terminated without giving any notice.
- 4. The monthly service charges amount payable to the Bidder towards providing all services will be as quoted in the financial bid by the Bidder.
- 5. NABARD has five working days (i.e. Monday to Friday) in a week. Besides this, NABARD declares holidays in tune with the holidays declared under Negotiable Instruments Act in the State of Maharashtra from time to time. The personnel deployed in NABARD shall, during the normal working days, is required to report for duty 15 minutes before the commencement of office hours and leave office minutes after the closure of office hours. In case, a personnel is absent on a particular day or comes late on three occasions, one day wage shall be deducted if substitute is not provided. Weekly off may be decided by NABARD.
- 6. That the Bidder has agreed to provide sufficient temporary resource personnel to NABARD and shall take all reasonable precautions to ensure that these personnel attire themselves properly while on duty and are civil, polite, sober and honest in their dealings with NABARD's staff. He shall also employ only those workers whose antecedents have been verified by the police and are medically fit in all respects.
- 7. That any employee deployed by the Bidder in the premises becomes liable for removal by NABARD due to his actions, disobedience or misconduct, the Bidder shall accept the decision of NABARD as final and abide by such decision. In such an event, NABARD shall not in any way be liable for any claim made by the concerned employee of the Bidder for, wages or damages and the Bidder shall keep NABARD indemnified.
- 8. NABARD will have the right to review the working of this contract from time to time and if at any time it is found that the Bidder has failed to fulfil any of the conditions of this contract or that his working is unsatisfactory, NABARD may terminate the contract after giving the Bidder one-month notice. However, NABARD can terminate the contract with the Bidder during the currency of the contract if the performance standards of the Bidder are found unsatisfactory.
- 9. That the Bidder will not transfer or assign any part of his interest under this contract and that this contract shall also be liable to be terminated by the death or insolvency of the Bidder before the expiry of the period of this contract.
- 10. That it is agreed between the parties that no interest whatsoever in the premises has been assigned by NABARD to the Bidder and the possession of the premises will always that of NABARD.
- 11. The Bidder shall also be responsible for the upkeep of equipment provided by NABARD. In case of any damage to the furniture and equipment by any person, he will immediately inform in writing the concerned authorities of NABARD, for recovery of such losses/damages from the defaulters, failing which the Bidder shall himself be liable to pay the cost as decided by NABARD.
- 12. Necessary equipment, furniture, computers, printers, Xerox machines, etc. shall be given to the employees of the Bidder in good working condition. These will be used carefully & cautiously by his employees.

- 13. That the Bidder shall maintain a Suggestion Book for recording suggestions for improvement of the Services. Such suggestions, as approved by NABARD, shall be forthwith acted upon. The suggestion book shall be kept open for inspection by NABARD's designated authorities.
- 14. No amendment to this agreement shall be valid or binding unless set forth in writing and duly executed by the parties to this agreement. No waiver of any breach of any provision of this agreement shall be effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.
- 15. The Bidder shall not use the logo, trademark/name or any other intellectual property of NABARD under any circumstances whatsoever.
- 16. The applicable law for the purpose of this agreement will be Indian Law and courts at Mumbai shall have and exclusive jurisdiction.
- 17. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived there-from. If the dispute has not resolved amicably within fifteen days (15 days) after one Party has served written notice on the other Party requesting the commencement of such discussions, either party may in writing demand that the dispute be finally settled by the arbitration in accordance with Arbitration and Conciliation Act, 1996. The sole arbitrator shall be appointed by NABARD in case of dispute raised by NABARD, from the panel of three persons nominated by the Bidder. Similarly, the sole arbitrator shall be appointed by the Bidder if dispute is raised by the Bidder from the panel of three persons nominated by NABARD. The language of the Arbitration shall be English/Hindi and place of arbitration shall be Mumbai. Work under the contract shall be continued by the Bidder during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by NABARD to the Bidder 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.
- 18. Any communication addressed to the Bidder at its registered office address at......shall be sufficient service thereof. Any communication addressed to the NABARD, Head Office, Plot No. C 24, G Block, Bandra Kurla Complex, Mumbai 400051 shall be sufficient service thereof.
- 19. This Agreement shall be executed in two copies and each party shall retain the one original.
- 20. The Bidder shall be liable for and pay all wages, salaries etc. and also undertake to comply all statutory liabilities like PF, compensation etc. including payment/contribution towards all statutory dues connected and / or related to resource/personnel sent to NABARD, and shall keep NABARD indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and complying with all statutory requirements and subject to deduction of any tax or other amounts as required by law or as provided herein. The statutory payments towards EPF shall be reimbursed by NABARD as per actuals to the Bidder.

- 21. The wage structure of Receptionist, Estate Supervisor and Butler would be, as remuneration, a fixed amount As detailed at page no. 18 An annual enhancement of 5% over the original contract value of remuneration and be admissible, subject to satisfactory performance.
- 22. The consideration aforesaid will be paid by NABARD to the Bidder, against monthly invoices raised at the end of each month, by the Bidder in duplicate, such payments shall be made within twenty one days of receipt of the said invoices. The consideration aforementioned is all-inclusive and no other amounts will be payable to the Bidder by NABARD on any account whatsoever, unless otherwise specifically agreed to by it in writing.
- 23. The Bidder agrees that if and when so requested by NABARD, it will provide the manpower services at the premises of NABARD, as may be required by NABARD. Amount payable to the Bidder shall be calculated on the basis of the remuneration rates set by NABARD along with service charge subject to compliance of other statutory compliance.
- 24. The employees of the Bidder shall never under any circumstances whatsoever be entitled to claim themselves to be the employees of NABARD.
- 25. The Bidder will, for the purpose, continuously monitor the Services being rendered by it to ensure that these are up to the standards required by NABARD.
- 26. The Bidder would comply with the statutory requirements; rules and regulations applicable to temporaries/ resource persons engaged by the client and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
- 27. The Bidder shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/privileges as applicable to persons engaged/employed by him including that of Provident Fund, etc. In case of any breach of any law, rules, notifications applicable to the employees of the Bidder, the Bidder alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent, representative, attorney, person(s) engaged/employed by him for discharging the obligations under this Contract.
- 28. No relationship of employer and employee shall be created between the NABARD and the employees engaged by the Bidder. The Bidder shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work.
- 29. The Bidder, being the employer in relation to persons engaged/employed by them for providing the services, under this Contract, shall alone be responsible and liable to pay wages/salaries to such persons which in any case will not be less than the minimum wage as fixed or prescribed for the category of workers employed by them from time to time or by the Central Government and/or any authority constituted by or under any law.
- 30. All employees of the Bidder shall be issued with identity cards bearing their photographs. Cost of identity cards and photographs for identity cards shall be borne by the Bidder. The Bidder shall have the identity card format approved from the NABARD.
- 31. The Bidder alone shall have the right to take disciplinary action against any person(s) engaged/employed by him; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the NABARD. The NABARD shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Bidder for any purpose whatsoever of any person(s) of the Bidder.

- 32. The Bidder shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended up to date 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 Contract.
- 33. The Bidder shall maintain all registers required under various Acts which may be inspected by the NABARD as well as the appropriate authorities at any time.
- 34. The Bidder will have to produce the Register of Wages or the Register of Wages-cum-Muster Roll of the preceding month along with the bill to be submitted on or before the 3rd day of every calendar month for verification, to the nominated official of the NABARD. The Bidder shall ensure that payment to its employees is made through electronic mode of payment,
- 35. The Bidder shall give an undertaking by the 25th of the following month in favour of the NABARD that they have complied with all their statutory obligations.
- 36. The Bidder shall depute its supervisory staff to ensure proper monitoring & control of its employees deputed at NABARD to ensure performance of this contract. The bidder will provide substitute if the staff deputed by him is on leave due to any reason.
- 37. Upon a written / oral request being made by NABARD in that regard, the Bidder will, within 48 hours of receipt of such request, discontinue the Services found to be unsatisfactory or otherwise objected to by NABARD for any reason and shall promptly take action with a view to continue rendering satisfactory services. On receipt of this request, NABARD will not be obliged to pay the amount in respect of the discontinued Services.
- 38. Notwithstanding anything herein contained, the Bidder will be liable to adequately compensate NABARD for any loss or damage occasioned by any act, omission or lapse on the part of the Bidder or of any persons deployed by him pursuant to this Contract.
- 39. The Bidder is aware that Services similar to those covered by this Contract are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.
- 40. The Bidder shall ensure character verification and antecedents of the temporary/ resource persons, before deploying the same in the NABARD premises.
- 41. The Bidder must also be able to arrange for the replacement of the existing temporary / resource person, as per the instructions of NABARD.
- 42. The Bidder provides/shall provide adequate insurance cover to all the resource persons deployed by him at NABARD, for death, disability, sickness etc.
- 43. Where applicable, the Bidder shall provide sufficient sets of Uniforms and pair of shoes to his support employees and shall ensure that they wear them all times and maintain them properly. The cost towards the same will be reimbursable by NABARD to a reasonable extent to be decided with mutual consent.
- 44. 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

Signed, sealed and delivered by the said Bidd presence of:	lerto the Employer, NABARD in the
Signature of Authorised representative of the Employer/Accepting Authority	Signature of Bidder (with seal)
Witness (Signature, Name and Address)  1	Witness (Signature, Name and Address)

2

above written.

2

## Average number of personnel to be deployed by the Bidder for undertaking the work as per our assessment of the work involved:

The minimum number of personnel to carry out the work under the scope of this contract satisfactorily for NABARD is 12 as per the details given below:

S No	Particulars	Minimum number of personnel per day
1	Receptionist	3
2	Estate Supervisor	7
3	Butler	3
	Total minimum number of personnel proposed to be deployed per day	13

**NOTE:** The above mentioned information is indicative. NABARD may increase/decrease the number of personnel required at its discretion.

SIGNATURE AND SEAL OF THE BIDDER

## <u>Undertaking for Non-Blacklisting / Non-Debarment of the Applicant</u> <u>TO BE STAMPED AS A DECLARATION on the Agency's Letter Head</u>

Sub: I	Request for Proposal fordated )
read an	Proprietor/Partner(s)/Director(s) of M/s hereby confirm that I/We have nd understood the eligibility criteria and fulfil the same.  I/We further confirm that all the information furnished by me/us, as per the requirement of the Bank, have been included in our application.
ŕ	I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by NABARD, Mumbai. We understand that any deviation may result in disqualification of our application.
ŕ	*I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.
4)	I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/ firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.
	I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction.
6)	I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.
S	Signature (1)(2)
(	Duly authorized to sign) Name:
C	Capacity in which as executed:
N	Name & registered address of the Applicant:

Seal and Signature of the Applicant to be affixed

#### **PART-II**

#### PRE CONTRACT INTEGRITY PACT

#### PRE CONTRACT INTEGRITY ACT

(To be submitted on Rs. 200 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder) and submitted in envelop duly superscribed as Integrity Pact

Between

Bankers Institute of Rural Development (NABARD) hereinafter referred to as "The NABARD" And

......hereinafter referred to as "The Bidder"

#### **Preamble**

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

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

#### **Section2 – Commitments of the Bidder(s)**

- (1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
- a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

- specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

#### **Section 4 – Compensation for Damages**

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

#### Section 5 - Previous transgression

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

#### Section 6 - Equal treatment of all Bidders

- (1) In case of Sub-contracting, the Principal Bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Bidder.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Bidders

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

#### Section 7 – Criminal charges against violating Bidders(s)

If the Principal obtains knowledge of conduct of a Bidder, Bidder or Sub-Bidder, or of an employee or are representative or an associate of a Bidder, Bidder or Sub-Bidder 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 fort his 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:

#### Shri Jagdeep Kumar Ghai, P&TA, FS (Retd)

Flat 1032, A Wing, Vanashree Society, Sector 58 A&B, Palm Beach Road, Nerul, Navi Mumbai, Pin 400 706.

- (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 as confidential. He / she reports to the Director, NABARD.
- (3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Bidders.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) Sub-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 Director, 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 Bidder. 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 Director, 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 Director, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Director, 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 Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman, 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 Bidder 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, if any, the Clause in the Integrity Pact will prevail.

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

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

Place_
Date _
Witness 1:
(Name &Address)
Witness2:
(Name &Address)
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#### BANK GUARANTEE FROM THE CONTRACTOR

(Proforma of Bank Guarantee – Performance Stamped as a Security Bond)	Security Deposit Bank Guarantee to be
Place:	Date :
То	
The Chief General Manager, Department of Premises, Security and Procur National Bank for Agriculture and Rural Deve Head Office, Mumbai – 400051	
Dear Sir,	
To Provide Integrated Facility Management S Mumbai - Bank Guarantee for Performance S	
WHEREAS	
1. You have awarded a contract dated	to Provide Integrated Facility
Management Services - Support Staff at NA	ABARD Mumbai to our constituents M/s.
a Company/Firm	n having its Registered Office/Office at
hereinafter referr	red to as "the Contractors" which expression
shall include its successors and assigns/part	eners for the time being and from time to
time) on the terms and conditions mentioned	in the contract;
2. One of the terms of the Agreement is that Security Deposit of Rs 6,79,140/- within one	
provided in the said Agreement. It is further p	provided that the Employer may, inter-alia,
at its discretion agree to hold the said deposit ]	partly in cash by deduction as aforesaid and
partly by a Bank Guarantee;	
3. NABARD will release Earnest Money Depos	sit after submission of this Bank Guarantee.
4. The Contractor who are our constituents h	nave since requested us to furnish the said
Guarantee to the Employer in respect of	the sum of Rs (Rupees
only);	
NOW, THEREFORE, THIS LETTER OF GUA	RANTEE WITNESSETH THAT –
In consideration of the National Bank for A	griculture and Rural Development having

agreed at our req	uest to accept this G	uarantee in lieu	of the remaining sum or sums of
Rs	(Rupees		only)
irrevocably guara (hereinafter refer assigns) that in the have not perform breach thereof we conclusion shall be to the N	red to as "NABARD"; ne event of the NABA ned their obligations hich is brought to the final and binding of	nal Bank for Ag , which expression ARD coming to to under the said heir notice in to on us, WE shall of sum of	ANK, hereby unconditionally and griculture and Rural Development ion shall include its successors and the conclusion that the Contractors I Agreement or have committed a terms of the said Agreement which on demand and without demur pay Rs (Rupees only) or any lower amount that may
			ee shall be treated as equal to the
Performance Sec	urity Deposit/ Secu	rity Deposit ke	pt with the NABARD for the due actors under the said Agreement.
WE, the		_ Bank, also ag	ree and confirm that the sum not
exceeding		Rs	(Rupees
further proof or e		and binding o	s indicated in the written demand n us and we shall not ask for any he same either inside or outside in
without reference	e to the Contractors a	and notwithstan	demand notice issued by NABARD ding any dispute or difference that tractors or any other person;
_	rantee shall be a consent in writing of the		tee and shall not be revoked by us
5. We hereby furt	her agree that –		
any of this condi- indulgence by the other matter in c	tions of the contract NABARD to the Contraction therewith	et or granting of atractors in responsion	e part of the NABARD in enforcing f any time or the showing of any ect of the rendering services or any n in the terms of the said contract and the Contractors or any other act

or deed on the part of the NABARD, which, but for this Clause, may have the effect of discharging the guarantor under the Law of Sureties, shall not discharge us in any way and our obligation under this guarantee shall be discharged only by payment in full of the sums guaranteed hereunder;

- b) it shall not be necessary for the NABARD to exhaust its remedies against the Contractors before invoking this guarantee and the guarantee herein contained shall be enforceable notwithstanding that any other security, which the NABARD may have obtained or may obtain from the Contractors, is outstanding and unrealized;
- c) our liability under this guarantee shall not be affected by any infirmity or irregularity on the part of the Contractors in entering into the said contract or by the dissolution or change in the constitution or name of the Contractors;

d) our liability	under this guarantee shall not exceed the sum of Rs
(Rupees	only) mentioned above ;

- 6. This guarantee shall remain in force up to provided that if so desired by the NABARD, this guarantee shall be renewed by us for a further period as may be indicated by the NABARD on the same terms and conditions as contained herein but at the cost of the Contractors, failing which the amount guaranteed hereunder shall become payable to the NABARD on demand.
- 7. Our liability under this guarantee will terminate on the aforesaid date, unless renewed as provide hereinabove, or on the day when the Contractors comply with the obligations under the said Agreement, in particular that relating to the rectification of defects in the construction or workmanship during the period of defects liability as provided in the said Agreement (as to which a certification in writing by the NABARD alone shall be conclusive proof), whichever date is earlier. Unless a claim or suit or action is filed against us within 6 months from the date aforesaid or the extended period of this guarantee, all the rights of the NABARD against us under this guarantee shall stand forfeited and we shall be released and discharged from all our obligation and liabilities hereunder.

Yours faithfully,

For and on behalf of	
	_ Bank
Authorised Signatory	

N.B.: This guarantee will require stamp duty as applicable in the State, where it is executed and shall be signed by the official whose signature and authority shall be verified

**PART-III** 

**Price BID** 

#### **PREAMBLE**

- 1) Quoted rates should be workable and reasonable and should include incidental and all overheads and profits.
- 2) Gratuity payment to personnel by the bidder if applicable by the prevailing law of land will be reimbursed by NABARD for the period applicable, on production of documentary evidence that the amount has been remitted in the accounts of eligible personnel.
- 3) Bidder shall pay the EPF contributions of all employees as per the prevailing Employees Provident Funds Acts under the contract, if EPF Act is applicable to the Bidder as per law. The expenditure incurred by the Bidder towards payment of employer's share of EPF contributions, if any, for this contract, shall be reimbursed by NABARD, as the case may be, on production of proof of payment (counter foils) & other documents such as registration number, photo card etc. along with monthly bill.
- 4) The personnel to be deployed by the Bidder for providing Integrated Facility Management Services Support Staff in NABARD will be approximately 13 which is subject to change as per NABARD requirement. However, NABARD does not guarantee any minimum or maximum deployment of temporary resource personnel.
- 5) The monthly wage rates and allowances for different category of personnel deployed by the Bidder shall be as per tender conditions and decided by NABARD from time to time.
- 6) The City Conveyance allowance and Washing Allowance will be considered in calculation of rate of service charge quoted in price bid.
- 7) In case the service charges quoted are found unreasonable and do not conform to the specifications or stipulations given in the tender document, the financial bids submitted would be rejected outright and the final decision in this regard will be that of NABARD.
- 8) The monthly wages shall be directly credited by contractor to bank account of personnel deputed, NABARD may ask for the records for inspection.
- 9) Receptionist and Butler may have to attend work on Saturday, if required, no extra payment shall be made for this purpose.
- 10)The bid not adhering to above mentioned directions is liable to be rejected.

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## SCHEDULE OF QUANTITY AND CALCULATION SHEET SHOWING BREAK-UP OF THE RATES QUOTED FOR

#### **Providing Integrated Facility Management Services - Support Staff Services**

Sl.	Category of Staff	Receptionist	Estate Supervisor	Butler									
No.	Employed												
	Part I –(Staff Remuneration)  Minimum number of Staff												
a.	Minimum number of Staff												
	to be employed as	3	7	3									
	indicated												
b.	Working Days	Monday to Friday	Monday to Sunday										
		5 days a week	Weekly off not on	5 days a week									
			Saturday & Sunday										
			6 days a week										
c.	Remuneration rate per	40,000	40,000	30,000									
	person per month, fix												
d.	City conveyance (Per month fix)	2000	2000	1500									
e.	Washing Allowances (Per month fix)	2000	2000	1500									
f.	Total Remuneration per person per month (Rs.)	44,000	44,000	33,000									
g.	Remuneration per person per Annum (Rs.)	5,28,000	5,28,000	3,96,000									
h.	Annual Remuneration for	Rs. 5,28,000/- x 3	Rs. 5,28,000/- x 7	Rs. 3,96,000/- x 3									
	respective group of category	= Rs. 15,84,000	= Rs. 36,96,000										
A	Total Remuneration (	Rs 64,68,000											
ВІ	Part II Managerial & Admi												
	Administrative charges,												
	contractual obligations Pe												
	figures and in words)												
b.	Group insurance premius	m for approx. 13	persons which is										
	covering life risk of	natural and a	ccidental death										
	/hospitalization at w	ork place with	risk cover of										
	at least Rs.5,00,000 per	person per annur	n as per contract.										
	(To be quoted by Bidder in	n figures and in wo	ords)										
c.	Premium towards this	rd party insura	ance cover of										
	minimum Rs. 10 Lakh to s	safeguard against a	ny damage caused										
	. (To be quoted by Bidder	in figures and in v	vords)										
d.	Other incidental admin	istrative costs li	ke provision of										
	uniforms (cost of uniform												
	Rs.5,000/- per set x 3 sets	s) etc.											
	(To be quoted by Bidder in	n figures and in wo	ords)										
C	Total Managerial and adm												
	Part II (a+b+c+d)	G											

Part-III (CALCULATION OF RATE OF SERVICE CH	(AS % of TOTAL											
REMUNERATION)												
Note: Bidders shall internally work out the Part II and arrive at the Administrative and												
Managerial cost of the bidder and calculate it in terms of the	percentage of total wages at											
Part II above. (Uniform includes shoes, decent branded unifo	rm)											
Total Managerial and Administrative fees for	07											
person deployed in NABARD, MUMBAI	%											
through agency as												
percentage of (A) above: (C/A *100)												
Percentage rate in words												
(In words) Rs.												

I/we declare that:

The rates quoted are as per the conditions mentioned in this tender document. The above rates, charges etc are exclusive of GST, as applicable from time to time. The GST shall be paid to contractor by NABARD. IT/GST -TDS shall be deducted as per rules. Contractor will have to deposit GST to government as per prevailing rules & rates.

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PLACE:

#### Note:

The Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutory laws.