

**TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR PROVIDING
MANPOWER, CLEANING AND FACILITY MANAGEMENT SERVICES FOR
HOUSEKEEPING AT NABARD HEAD OFFICE, BKC, MUMBAI**

CALENDAR OF EVENTS	
ISSUE OF NOTICE INVITING TENDER (NIT)	1 August 2025
DATE OF PRE-BID MEETING	07 August 2025 (12:00 PM)
LAST DATE FOR SUBMISSION OF TENDERS	21 August 2025 (03:00 PM)
DATE OF OPENING OF TECHNICAL BIDS	22 August 2025 (03:30 PM)
DATE OF OPENING OF PRICE BIDS	Will be advised after opening of Technical Bids.



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

REF. NO. NB. DPSP /67543/AMC-Housekeeping Services/2025-26

1st August 2025

M/s _____

Dear Sir,

NOTICE INVITING TENDER

Tender - Annual Maintenance Contract for Providing Manpower Cleaning and Facility Management Services for Housekeeping Services at NABARD Head Office, BKC, Mumbai.

1. 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 Annual Maintenance Contract for providing Housekeeping at NABARD Head Office, BKC, Mumbai.
2. The tender document is available on NABARD's website www.nabard.org OR Central Public Procurement Portal (CPPP) i.e. <https://eprocure.gov.in> for download. No physical copy shall be provided by NABARD and submitted to NABARD.
3. 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 the website of CPPP only within the prescribed time limit. The evaluation of tenders will be based on online bids submitted by the bidders.
4. Please note that, to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login to CPPP. In case of any further guidance, help and support while submission of e-bids, bidders are advised to contact support center of CPPP.
5. Instructions regarding Technical Bid, Financial Bid, submission process and description & 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 **₹8,84,000/- (Rupees Eight lakh Eighty-Four thousand only)** is to be paid to designated account as mentioned below. Counterfoil/ receipt/transaction details for the same must be enclosed with the tender. No interest shall be paid on the EMD thus collected. EMD of the successful bidder will be converted to Retention Money Deposit (RMD), 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.

Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK NAME	NABARD
BRANCH NAME	HEAD OFFICE, MUMBAI
IFSC code	NBRD00000002
Account Number	NABADMN07

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 Conference Hall at Ground Floor, A-Wing, NABARD Head Office, Plot C-24, G Block, Bandra Kurla complex, BKC Road, Bandra East, Mumbai, Maharashtra 400051 on 7 August 2025, in the presence of Bank's officials. 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 e-Procurement portal of NABARD 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. It may be noted that it will be a 02-bid system tendering wherein the 1st bid will be 'Technical Bid' and 2nd bid will be the 'Price Bid'. Tenderers are advised to submit e-tender (e-bids) through CPPP portal (<https://eprocure.gov.in>) only, after carefully following the instructions related to systems and procedures as indicated in CPPP.
12. **Technical Bid (Part-I) i.e.** shall contain;
 - a) EMD counter-foil OR required MSE certificate
 - b) Notice Inviting Tender
 - c) Covering letter for submission of Tender

- d) Form of Tender
 - e) Pre-qualification criteria of the contractors
 - f) Special Instructions to Bidders
 - g) General terms and conditions
 - h) Technical Specifications
 - i) List of approved makes of materials/trade
 - j) Information to be furnished by Contractor (Statement I & II) in support of fulfilling eligibility criteria.
 - k) Safety Code
 - l) The following forms should be submitted:
 - i. Articles of Agreement.
 - ii. Indemnity Bond
 - iii. Format of Virtual Completion Certificate
 - iv. Pre-contract Integrity Pact – Each page to be signed and uploaded
 - v. An Undertaking by the Authorized Signatory of the Vendor/Bidder, on the letter head of the Vendor/Bidder stating that the Vendor/Bidder has not been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice
 - vi. Vendor/Bidder's letter giving technical clarifications (if any).
 - vii. CA certificate
 - viii. Format of commitment from the bidder
 - m) It should be specifically noted that the **contents of Technical Bid must not reveal commercials/ Price Bid**. In the event of the same, bid shall be rejected. Bank has appointed Independent Monitor Dr. Jagdeep Kumar Ghai, P&TA, FS(Retd.) (hereinafter referred to as Monitor) for this consultation with the Central Vigilance Commission.
13. **Price Bid (Part-II) shall contain:** Duly Priced Schedule of Quantities.
14. **Technical bid** will be opened as per schedule given in the GeM or on any other date as intimated to the bidders through online portal.
15. **Price bid -**
- a) It should not contain any conditions whatsoever and any conditional bids shall be rejected.
 - b) Incomplete price bids in this respect would be summarily rejected.
 - c) The Price Bid should not contradict the Technical Bid in any manner.

- d) It will be opened on a suitable date, after opening of technical bid and its scrutiny, it will be communicated later.
 - e) **Bidders are requested to quote the price in CPPP portal itself. The bid price shall include all the costs for the entire scope of work as per the Bidding Documents. Bids based on a system of pricing other than that specified shall be rejected.**
 - f) The Bid Prices quoted by the bidders covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents to successfully execute the intended services, on a "Single Responsibility" basis. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents.
 - g) **Bidders shall upload price breakup as per format attached with the price bid as a part of their price bid on CPPP portal as per provisions available on CPPP Portal.**
 - h) **Bidders shall not upload the price details in technical part otherwise, technical bid will not be considered.**
- 16. The Financial Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.
 - 17. 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.
 - 18. The decision of the bank shall be final and binding with regard to Technical and Financial Bids and the e-tendering process.
 - 19. Bidders must ensure attachment of relevant documents, supporting the Pre- Qualification Criteria and Technical Document Sheets.
 - 20. 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.
 - 21. The bids shall remain valid and open for acceptance for 90 days from the date of opening of Financial Bid.
 - 22. 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 CPP portal and NABARD's website only.
 - 23. Bidders may inspect the existing site and other conditions up to their satisfaction before e-bidding.
 - 24. Bids containing false and/or incomplete information are liable for rejection.

25. 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.
26. Integrity pact – The tenderer must submit the Integrity pact at his own cost on ₹200/- non judicial stamp paper as per the format given in Annexure B 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 External 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 implement Integrity Pact (IP) in the prescribed format in all phases of the contract.

Yours faithfully,

-SD-

(R K Agrawal)
Deputy General Manager

TECHNICAL BID

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I. FORM OF TENDER

Date:

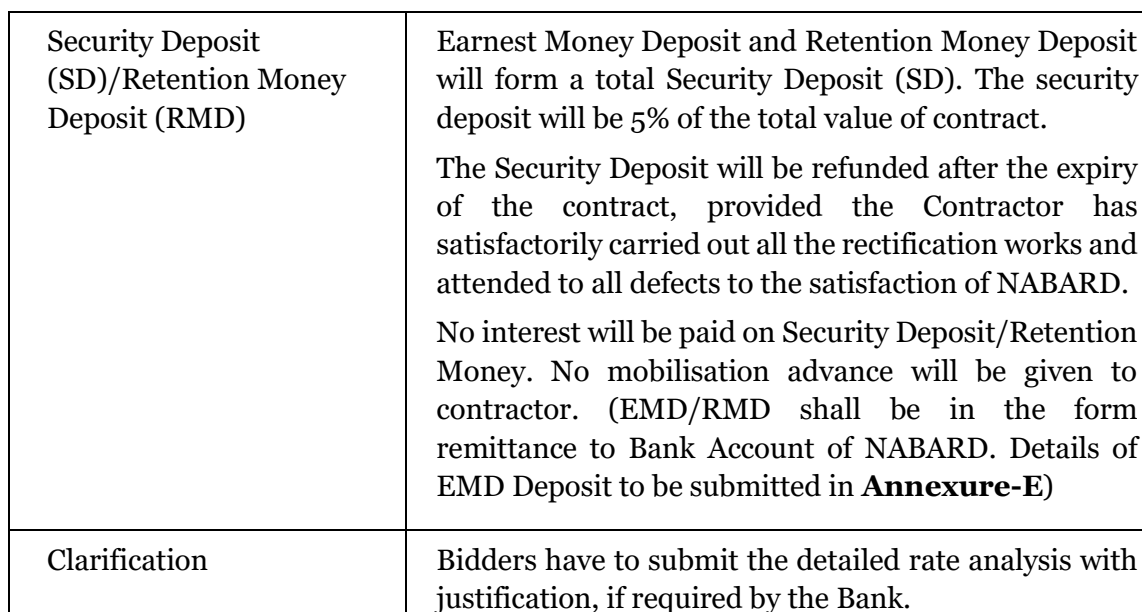
To
The Chief General Manager,
Department of Premises, Security and Procurement
National Bank for Agriculture and Rural Development
Head Office, Mumbai – 400051

Dear Sir,

Annual Maintenance Contract for providing Facility Management Services for Housekeeping at NABARD Head Office, BKC, Mumbai

1. Having examined the tender document relating to the works specified in the Memorandum hereinafter set out, having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the Financial Bid in all respects of the tender and with such materials as are provided for, in accordance with such conditions in so far as they may be applicable.
2. MEMORANDUM

Subject	Specification
Description of work	Annual Maintenance Contract for providing facility management services for Housekeeping at NABARD Head Office, BKC, Mumbai
Location	NABARD Head Office, BKC, Mumbai
Earnest Money	2% of Estimated Value of work - ₹8,84,000/- (Rupees Eight lakh Eighty-Four thousand only)
Percentage, if any, to be deducted from bills towards IT, GST, etc.	As per Government Notifications



- Details of firm/company/individual:

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Bank Account No. :

IFS code of Bank and branch :

vii. The names of partners of our firm are:

a.

b.

c.

viii. Name of the partner of the firm Authorized to sign:

OR

Name or person having Power of Attorney to sign the contract (certified copy of the Power of Attorney should be attached):

Yours faithfully,

Signature of Tenderer with stamp

II. SCHEDULE OF TENDER

1. Information Sheet on salient features of the Tender:

Sr.No.	Particulars	Remarks
1	Name of the Work	Annual Maintenance Contract for providing facility management services for Housekeeping at NABARD Head Office, BKC, Mumbai
	Period of Contract	18 Months (from 01 October 2025 to 31 March 2027)
2	Estimated Cost	₹4,41,74,000/-
3	Earnest Money Deposit (EMD)	₹8,84,000/-
4	Particulars for depositing EMD	e-Payment
5	Date of issuing Notice Inviting Tender (NIT)	1-08-2025
6	Pre-Qualification Criteria	As per Terms and Conditions of tender
7	Due date for submission of Bids	21-08-2025 15.00 Hrs
8	Date of Pre-Bid meeting	07-08-2025 11.00 Hrs
9	Date of opening the Technical Bid	21-08-2025 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

III. PRE-QUALIFICATION CRITERIA

The bidder shall fulfil the following eligibility criteria for participating in the tender. Non-production of the documents will make the bid liable for rejection.

S.No.	Description
1.	The bidder should have experience of executing similar works of providing housekeeping services during the last 7 years as on 31.05.2025. Following documents should be submitted : 1. Copy of work order (s) /Contract document (s). and 2. Completion Certificate (s)/ Copy of duly certified bill (s)/Invoice from client.
2.	Experience of having successfully completed similar works of providing housekeeping services in Govt./PSU/PSBs/Autonomous Sector during last 7 years (ending 31.05.2025) should be either of following: a. three similar completed works whose individual work value is costing not less than ₹118.00 lakhs . b. two similar completed works whose individual work value is costing not less than ₹148.00 Lakhs . c. one similar completed works whose individual work value is costing not less than ₹236.00 Lakhs . Following documents should be submitted: 1. Copy of work order (s) /Contract document (s). and 2. Completion Certificate (s)/ Copy of duly certified bill(s)/Invoice from client.
3.	The bidder should have a minimum of one AMC of more than ₹118.00 Lakhs for providing housekeeping services ongoing for one year in Mumbai/Thane/Navi Mumbai as on 31.05.2025. A copy of the detailed work order to be attached.
5.	The contractor/firm must have their office in Mumbai/Thane/Navi Mumbai. Proof of registration of office and address of office shall be submitted/uploaded with the bid. (Registration certificate in case of Company/Partnership firm/ Proprietorship Concern or any other document showing proof of office in Mumbai/Thane/Navi Mumbai).
6.	Minimum Average Annual Turnover of the bidder (For 3 years ending 31.03.2024) - ₹89.00 lakhs (Documentary evidence in the form of certified Audited Balance Sheets and Profit and Loss Statement of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be submitted/uploaded with the bid)
7.	The contractor shall submit copies of Balance Sheet and Profit & Loss a/c of the firm for the last three years (ending 31.03.2024) duly certified by a Chartered Accountant should be enclosed as proof of their credit worthiness and turnover for the last three years.
8.	Valid MSE/Udyam Aadhar Certificate against the Works if seeking exemption from EMD (Registration should be submitted/uploaded)
9.	EMD amount of ₹8.84 lakh in case not seeking exemption. (Payment Details should be submitted/uploaded)

10.	Integrity pact – Bidder may ensure to execute a pre-contract integrity pact (duly stamped) (as per attached format) of BID and submit along with the bid which is required as per directions of the Central Vigilance commission. Important Note - Prospective bidders are requested to submit a duly signed and stamped 'Integrity Pact' on a ₹200.00 Stamp Paper. Compliance to 'Integrity Pact' is mandatory and shall be the pre-qualification criteria. Non-submission of 'Integrity Pact' or submission in different format (other than the prescribed one) and not duly authenticated by authorized signatory shall make the prospective bidder liable for disqualification from the bidding process. It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.
11.	Registration Certificate as per existing norms (indicating the legal status – Company / Partnership firm/ Proprietorship Concern, etc.)
12.	Copy of GST Registration Certificates and PAN Card
13.	Copies of Income Tax Return filed for last three financial years ending 31.03.2024.
14.	The contractor should submit undertaking stating that his / their/her firm is not blacklisted in NABARD/ Govt. / Semi Govt. institutions on their letterhead. The undertaking/affidavit should be of latest date and in original.

[Please ensure that contractors provide details of works fulfilling the eligibility criteria in statements I, II & III]

IV. CHECKLIST

1. Bid will consist of two parts i.e. Technical Bid and Financial Bid. Bidders are advised to submit the bid along with following checklist –

S.No.	Description	Submitted (Yes/No)
1.	Signed and stamped tender documents	
2.	Work Experience Details during the last 7 years ending 31.05.2025, as per S.No. 1 of the pre-qualification criteria.	
3.	Details of experience of having successfully completed similar works in Govt/PSU/PSBs/Autonomous Sector during last 7 years ending 31.05.2025, as per S.No. 2 of the pre-qualification criteria.	
4.	Details of minimum one AMC of more than ₹118.00 Lakhs for providing housekeeping services ongoing for one year in Mumbai/Thane/Navi Mumbai as on March 31, 2024.	
5.	Whether the following Statements have been submitted: i. Statements-1: List of important contracts executed by the contractor ii. Statements-2: List of important contracts ON HAND being executed by the contractor	
6.	Proof for the presence of Office set-up in Mumbai/Thane/Navi Mumbai. (Registration certificate in case of Company/Partnership firm/ Proprietorship Concern or any other document showing proof of head office in Mumbai/Thane/Navi Mumbai).	
7.	Copies of Annual Turnover details in Rupees at for last three Financial Years ending 31.03.2024 including audited balance sheet and Profit & Loss Account (Certified by CA)	
8.	EMD amount of ₹8,84,000/- in case not seeking exemption	
9.	Valid MSE/Udyam certificate against the Housekeeping Services, in case of claiming exemption from EMD	
10.	Signed and stamped Integrity Pact on ₹200 non-judicial stamp paper	
11.	Registration Certificate as per existing norms (indicating the legal status – Company / Partnership firm/ Proprietorship Concern, etc.)	
12.	Copy of GST Registration Certificate and PAN Card	

13.	ESIC Registration Certificate indicating Number	
	EPF Registration Certificate indicating Number	
14.	Copies of Income Tax Return filed for last three financial years ending 31.03.2024	
15.	Copies of Balance Sheet and Profit & Loss a/c of the firm for the last three years (ending 31.03.2024) duly certified by a Chartered Accountant.	
16.	Valid Registration Certificate issued by Competent Authority of Labour Department	
17.	The contractor should submit undertaking stating that his / their/her firm is not blacklisted in NABARD/ Govt. / Semi Govt. institutions on their letterhead. The undertaking/affidavit should be of latest date and in original.	

Place:

Date:

(Signature of the bidders)

Name and Seal:

V. SCOPE OF WORKS

Providing Housekeeping Services at NABARD Head Office, BKC, Mumbai

(A) Scope of housekeeping work in NABARD Head Office Building, B.K.C, Mumbai

- i. Daily collection of garbage (wet & dry separate) and waste papers from all the floors at regular time schedule (Time schedule to be fixed in consultation with CT/ ACT of HO). Contractor should dispose the garbage at a location as designated/approved by BMC or the same in BMC Dustbin. The items which are not taken away by BMC may be kept at a designated place as per the instructions.
- ii. Cleaning of all toilets - both ladies and gents and passage outside the toilets including sweeping / mopping / wet-cleaning of floors, clearing and cleaning of litter bins, cleaning of mirrors, etc. – Minimum Three times daily and more as per requirement.
- iii. Cleaning (sweeping/mopping) of the passage outside the toilets – Three times daily
- iv. Sweeping of all staircases and mopping/wet-cleaning/scrubbing - Daily
- v. Removal of waste paper from all floors to basement area - Daily
- vi. Cleaning of roof terrace and terrace on 2nd floor / 1st floor / 8th floor - Weekly
- vii. Cleaning of solar panels - Weekly
- viii. Cleaning of upper and lower basements - daily sweeping and weekly washing
- ix. Sweeping of open compound area and pedestrian strip outside the building - daily
- x. Cleaning of the auditorium – fortnightly
- xi. Monthly washing of Staircase Headroom Structures in the open area, staircases from basement to ground floor, exhaust structures (mushroom structures in open area), ramp retaining walls and plinth protection pathways around the building.
- xii. Any other cleaning works in the office building as per the instructions of engineer/ACT/CT.
- xiii. Washing and cleaning of metal cladding of main entrance chhajja – Quarterly
- xiv. Façade cleaning and cleaning of main logo and its adjoining area on terrace (payment to be made separately) – Half Yearly.
- xv. Shampoo wash for carpets, chairs and Sofas in 7A (Board Room), 7E, 4D, 6E, 6A, 1A and Auditorium (payment to be made separately) – Half Yearly.
- xvi. Recharge of TVs on regular basis, replacement of batteries in TV remotes and wall clocks etc. The amount incurred will be reimbursed by the Bank.
- xvii. Providing Automatic Aroma/Scent Diffuser Machines in bathrooms and providing refills for scent diffuser machines as and when required, on regular basis.
- xviii. Providing room freshener for cabins, conference rooms, meeting rooms, board room and any other area as directed by the Bank.

Important instructions:

- a) The housekeeping staff shall be responsible for cleaning of the washrooms/toilets to ensure that the same is spic-and-span.
- b) Sweeping and mopping would automatically include cleaning cobwebs, tiles flooring, wall tiles and skirting in the said areas.
- c) Cleaning all niches and portions under windows and shelves of the washrooms.
- d) Cleaning of Windows & Doors, Glasses internally every day & externally once in three months. (Approachable height)
- e) Washing of toilet floors and tiles with suitable ceramic tiles cleaning chemicals every day.
- f) Cleaning of washbasin and W/C from inside and out with specified chemicals and soap **Three times** during their shift and whenever else need arises.
- g) Keeping the passage clean at all times even if it means cleaning repeatedly.
- h) Pick up any litter lying around the washrooms of the Bank premises.
- i) Any damage to the fittings/fixtures will be brought to the notice of the caretaker/security officer immediately.
- j) Over and above the activities mentioned above, if any further work will be done as and when required as per the instructions of the Concerned Authorities.
- k) Permanent kinds of stains inside the bathroom can be cleaned with the help of stain removers for which the contractor may demand relevant stain remover from the Bank.

Special Instructions for all housekeeping works.

- a) The Vendor/Contractor will provide sweepers, both male and female workers, whose identity is duly verified by the Police, to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank.
- b) The manpower provided by you shall be available from 07.00 Hrs. to 15.00 Hrs. and /or from 12.00 Hrs to 20.00 Hrs as required. The deployment of manpower may be flexible and could be changed depending upon the work.
- c) You will provide substitutes in case of absentees. Penalty will be imposed in case of absences as given in the special terms and conditions of the contract. Contractor may take all necessary measures so that the work does not suffer on account of the absence of its staff and to avoid penalties.
- d) All housekeeping staff must be suitably trained with experience in a similar building to perform duties entrusted to them and must be in proper uniform (office uniform to be provided by bidder) at all times. The staff must be polite and may be trained for the behavior in the.
- e) Bank will supply the wheel burrow and hand cart for carrying the collected waste/garbage etc.

- f) NABARD shall not be responsible to your workers in any manner whatsoever. The behavior of the workers will be polite and no complaint in this regard shall be entertained. The contractor shall be responsible for any complaints in this regard.
- g) NABARD will reserve its right to recover the loss of damage from you, if any, caused by your works during the period of performance of the work from any amount payable to you or otherwise NABARD's decision in this regard shall be final.
- h) The vendor / contractor has to ensure that all necessary safety precaution has to be followed by the worker during cleaning of window, façade, etc.

Details of Manpower:

Details of Manpower			
S.No.	Name of Profile	Quantity	Skill Category
1	Supervisor	2	Skilled
2	Sweeper	69	Un-Skilled

(B) Cleaning material to be supplied at site by the contractor

- i. The bidder shall provide all cleaning materials to be used in the housekeeping work as per the instructions of Protocol & Security Officials to maintain high quality hygiene and cleanliness and providing display boards like wet floor, cleaning in progress, etc. All complete and as directed by Protocol and Security Officials.
- ii. The indicative list of cleaning material and quantities required for 12 months is given in the Annexure-I. The list is not exhaustive, and any other items required shall be provided by the contractor at mutually agreed rates after considering a certain discount on MRP, in consultation with Protocol & Security Officials.
- iii. The bidder has to quote amount in Financial Bid for supply of cleaning material for 12 months.
- iv. The contractor has to supply actual requirement of the material at the designated premises on monthly/bi-monthly/quarterly basis as per the instructions of Protocol & Security Establishment all complete and as directed by Protocol and Security Establishment.
- v. Housekeeping chemicals shall be eco-friendly, having low VOC or other Indian equivalent standards, for all building applications. All the materials used in the work shall be of approved make organic cleaning materials and certified green building products, materials and equipment. The samples of the same shall be got approved from the Bank's officials.
- vi. Contractor shall submit invoice on a monthly/bi-monthly/quarterly basis as per the quantity supplied and quoted rates as per financial bid for mentioned items and for items not mentioned in financial bid, at mutually agreed rates after considering certain discount on MRP, in consultation with Protocol & Security Officials.
- vii. The Contractor has to utilize materials/brands which has been approved by the Bank. The procurement of required housekeeping material shall be done with prior approval of the Bank. The Bank will issue an indent of the material in writing. The Contractor

has to supply the material within 14 days of receipt of the indent. The Contractor is also required to maintain the proper record (challans, receipts and invoices) of the material used for producing them to Bank, if Bank calls for the same.

The Bank reserves the right to conduct quality audit checks of the materials used by the Contractor on a periodical basis. The Protocol & Security Establishment of the Bank may conduct surprise check to verify the quality/standard of material/service provided by the Contractor.

(C) Machinery and tools necessarily to be deployed at site by the contractor

The bidder shall provide the below indicated tools & machinery for cleaning of the areas as per the directions of the Bank's Officer/ACT/CT. The bidder has to quote the amount in Financial Bid for deployment of the following items in the office for which a monthly amount quoted in the financial bid is payable.

S.No.	Equipment	Required number	Approved Make	Remarks
1	Single Disc floor scrub Machine	02		
2	Vaccum Cleaner wet	02		
3	Jet Spray Machine	01		
4	Hose Water Pipe (30 Meter each)	03		
5	Handheld air blowers for deep cleaning of office desks/workstations/other spots	10		
6	Electric Automatic Aroma/Scent Diffuser Machines with refill of 400 ml for bathrooms	60		Onetime provision of the machine and regular refilling
7	Electric (Plug in) Air Freshener with refill of 20 ml/30 ml for Cabins/Conference Rooms/Board Room etc.	233	Godrej or equivalent	Onetime provision of the machine and regular refilling

(D) Facade and window Cleaning for HO Building, BKC, Mumbai (To be done through a specialized and reputed agency on half yearly basis)

The Facade Glass including windows Cleaning Work has following Scope of works:

- The Contractor has to engage trained operatives for facade glass cleaning works with safety measures as the building is high-rise building. The necessary supervision arrangements shall be made during executing of work.
- The work involves cleaning of all exterior glasses (including those of windows of the entire building) internally as well as externally. In the Financial Bid, the approx. external area is mentioned, and the lump sum payment will be made on half yearly basis of this mentioned area instead of paying on actual measurement. The glass area is around 2000 Sq M. in respect of HO building of NABARD
- All the windows glasses for the entire office building (which are many in number) are to be cleaned in the office building.

- iv. The contractor has to provide all the cleaning tools and required chemical compound.
- v. The contractor will arrange for all jhulas and abseiling kit, etc., for cleaning the external faces of the glasses.
- vi. The contractor will provide and use good quality chemical compounds as approved by NABARD to ensure that all the moss and dirt deposits are cleaned thoroughly. The period/ time of cleaning will be decided by NABARD.
- vii. The works shall be carried out four times in one year. The contractor will strive to remove the dry water marks, silicone sealants marks etc.
- viii. After completion of the work, the contractor will remove all tool, tackles, compound etc. from the site.

(E) Shampoo wash for carpets and chairs in 7A (Board Room), 7E, 4D, 6E, 6A, 1A and Auditorium (payment to be made separately) – Half-Yearly

Shampoo wash for carpets and chairs to be done once in a quarter as directed by Protocol and Security Establishment. Cleaning shall be done using standard cleaning equipment and standard quality, organic and eco-friendly cleaning materials. The approximate areas of carpet flooring and approximate no. of chairs is given below:

S No	Location	Chairs No.	Approx. Area in Sq.Ft.
A. Carpets			
1	Board Room - 7 th Floor A Wing	41	1598
2	7E	92	4237
3	4D	32	724
4	6E	10	350
5	6A	13	200
6	1A	32	760
7	Auditorium	324	4500
B. Chairs			
1	Total	544	12369
C. Sofas			
1	Single Seater (7D + Auditorium)	18	
2	Two-Seater (7A)	12	
3	Three Seater (7A + 7D)	6	

VI. GENERAL TERMS AND CONDITIONS

1. Only those bidders, who satisfy the eligibility criteria as mentioned in pre-qualification criteria shall be eligible to participate in the e-tender.
2. E-tenders comprising duly filled in Part I (Technical Bid) and Part II (Financial Bid) of the tender should be uploaded in CPP portal by due date mentioned in the schedule of the tender.
3. **Renewal of the Contract:** The period of contract for is from 01 September 2025 to 31 March 2027 or as specified by the Bank in the final work order. The said contract will be renewed for a further period of one year subject to the satisfactory performance of the contractor during the existing contract period and other terms and conditions detailed in the tender document. The escalation in the contract amount during renewal shall be considered as follows:

(i) For “Labour Component” mentioned under item Sl. No. 1 & 2 of unpriced bid, the Bank shall give the Contractor extant Minimum wages (prevalent at the time of renewal) as prescribed by the Chief Labour Commissioner (Central), Ministry of Labour & Employment and the associated liabilities like EPF, ESI and Bonus components etc. revised from time to time and contractor’s profit etc.

(ii) The revision of rates for “Non-Labour Component” mentioned under item Sl. No. 3, 4, 5 & 6 of unpriced bid may be done based on cost escalation. The percentage increase in cost including GST may be calculated by using the below formula:-

$$Vc = Vp \times [0.80 \times (Wc - Wp) / Wp] + [0.20 \times (Cc - Cp) / Cp]$$

Vc = Variation in total amount component for the current year including GST (Item nos.3,4,5 & 6)

Vp = Total amount component for the previous year including GST (Item nos. 3,4,5 & 6)

Wc = Average of Wholesale Price Index for all commodities for Mumbai Region 6 months prior to the commencement date of contract for the current year

Wp = Average of Wholesale Price Index for all commodities for Mumbai Region 6 months prior to the commencement date of contract for the previous year

Cc = Consumer Price Index for industrial workers for Mumbai Region 6 months prior to the commencement date of contract for the current year

Cp = Consumer Price Index for industrial workers for Mumbai Region 6 months prior to the commencement date of contract for the current year

4. Quoted rates should be workable, reasonable and should include incidental and all overheads and profits.
5. The Bidder will furnish Rate Analysis of the rates quoted, if required by NABARD.

6. Amount quoted should include all Taxes, GST, etc., in accordance with various statutory enactments and should be firm for the entire Contract Period. No increase in rates will be allowed during the entire Contract Period on this account. The rates will be considered for revision only in case of (i) revision of statutory taxes, (ii) Changes in Minimum Wages (as notified by the competent authority), as applicable.
7. Materials used should conform to relevant BIS Codes. However, in the absence of the same, the decision of NABARD will be final.
8. Cleaning shall be done using standard quality, organic and eco-friendly cleaning materials.
9. Monthly/ Periodical payments will be made in the case of works mentioned in the tender based on the bills submitted by the Contractor and certified by the concerned Site Supervisor and ACT/ CT of NABARD to the effect that the works / complaints recorded in the registers/software are attended and rectified as per the scope of the work. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/ Caretaker) after completion of the respective works on the specified formats given for respective work and should submit all these documents with the bill.
10. Any discrepancy in settlement of bills may be brought to the notice of NABARD within a period of one month after the settlement of the Bills. NABARD will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.
11. IT-TDS and GST- TDS and other taxes, as applicable, will be deducted from total payment due to the Contractors.
12. All works and complaints as registered under the Annual Maintenance Contract are to be attended on the same day. In case of delay in attending the work in time, NABARD will be at liberty to get the work done through any other agency and the cost therefore shall be recovered from the Contractor at the discretion of NABARD.
13. NABARD will not be under any liability to pay any compensation to the persons deployed by the contractor if they sustain any injury etc., while discharging the duties in the said premises. The contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should take necessary Insurance cover at his cost for his persons employed at site. The contractor should arrange to obtain necessary insurance cover (Workmen compensation policy and Contractors All Risk Policy) for the work at his cost and should be responsible for the safety of persons, employed by him. The Contractor shall be fully responsible and shall compensate NABARD with suitable Insurance cover in the event of any damage to men or material, injury/damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and/or his employees or workmen. The insurance policy may be obtained in the joint name of NABARD (to be appeared first) and the contractors respectively for the insured amount to the amount of at least 1.25 times of the tender amount and the original Insurance policy may be deposited in NABARD. In case, no insurance policy furnished before commencement of the work, NABARD will take the policy on behalf of the contractor and recover the amount of premium, interest on premium etc. from them. The insurance policies should be obtained by the contractor within 14 days of issue of work order. The decision of NABARD in this regard shall be final and binding. The insurance policy shall be work and site specific.
14. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the contractor. No compensation

shall be admissible for any loss suffered by the Contractor during the execution of the work. It shall be the Contractor's sole responsibility to protect NABARD's staff and his employees against accidents from any cause and he shall indemnify NABARD against any claims for damage on account of injury/death or damage to property, resulting from any such accidents with necessary Insurance cover. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost. The decision of NABARD in this regard shall be final and binding.

15. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force. The contractor undertakes from the date of allotment of tender, at all times and from time to time to remain solely responsible to defend NABARD and to hold and keep NABARD and its officers harmless and indemnified against all actions, costs, expenses, damages, claims, suits or demands, or any loss or liabilities of whatsoever nature arising directly or indirectly and also for and against all or any action whether by way of labour or legal proceedings or otherwise which may be brought against the NABARD by any of the person employed by contractor or any other authority, arising out of execution of the contract including claims for all damages, costs, charges, expenses which NABARD may incur in respect thereof.
16. The contractor shall pay the personnel deployed in NABARD premises, their wages in accordance with the Minimum Wages Act, 1948 on monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed by him in NABARD.
17. The Contractor shall be responsible to fulfill all the obligations in connection with the workers employed by him for the purpose of the Contract and all the Statutory and other liabilities if any including minimum wages of Central/ State Govt. (whichever is higher shall be applicable), leave, salary, uniform, identity cards, ex-gratia, ESI, Provident Fund, Workman Compensation, if any, etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the Contractor. The contractor shall liaise with Labour Deptt. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.
18. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules. The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into Maintenance Contract and the Bank will not in any way be liable or responsible for any default / irregularities / penalties on the Contractor's part.
19. The following requisites are to be fulfilled by the contractor:
 - Time schedule of works
 - Presence of required number of the persons at the site as per contract
 - Maintain desired quality of the work as per specificationThe penalties for not complying with the above are indicated in Special Conditions of contract.
20. The contractor shall always ensure experienced staff at site to the approved strength as given in the tender.

21. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 from NABARD.
22. The Contractor shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and States) that may be enforced from time to time by the Appropriate Authorities. NABARD shall not be responsible for any penalty on failure on the part of contractor to comply with any Labour Regulations. The contractor shall maintain attendance record of his staff employed at various sites and wage register for payment with all records up to date as per the labour regulations. The contractor shall submit the monthly payment records to the staff employed by him as per the contract with NABARD.
23. The contractor shall ensure that the payment is regularly credited to the bank account of the individual workers employed at Bank’s premises and pay slips for respective payments are duly issued to the employees regularly. NABARD will ask for submission of present/past pay slips and payment records related to ESI/PF along with the monthly bill or as and when required. The contractor is bound to submit the documents to NABARD without fail.
24. The proof of remittance of statutory contribution of PF (Employer and Employee) and ESI to the appropriate agency for those workers deployed by the Selected Bidder to execute the contract work in NABARD must be provided by the selected bidder to NABARD every month along with the claim bill, failing which the claim bill shall not be settled. The selected bidder shall also submit the proof of remittance of Bonus for those workers deployed by the selected bidder to execute the contract work in NABARD, failing which the claim will not be considered.
25. The manpower deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously.
26. No additional payment shall be made if contractor keeps more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provision.
27. The Contractor or his authorized representative should visit the site as per requirement and meet concerned NABARD Official(s) with prior appointment for any clarifications and to receive instructions, etc. at the site.
28. The Contractor’s workmen should report to ACT/ Site supervisor as per timings mentioned in the tender. A register will be kept at sites of all the locations showing attendance on day-

to-day basis and which will be countersigned by the security guard on duty for the time when contractor's worker arrives & signs at site. The same shall also be signed by ACT & the same or copy shall be presented along with the Contractor's monthly bill. Contractor will also install a biometric machine for the attendance of worker deployed in Head Office.

29. The workers / staff employed should wear color code uniforms provided by the contractor at their own cost, displaying contractor firm's name. The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations under this Contract. Any indecent behavior / suspicious activities of the staff employed shall be viewed seriously and a suitable penalty shall be imposed on contractor. The contractor is also required to submit the list of workers with photo ID, educational qualification, address proof, etc. before deputing the workers. An attendance register shall be maintained at site indicating number of persons deployed for the inspection by NABARD officials/representative.
30. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to levy damages or fine and / or even terminate the Contract forthwith, if necessary.

31. Dispute Resolution:

- (a) "Any dispute or difference whatsoever arising on any matter concerning this contract between the parties out of or relating to the services, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any modification thereof. The arbitration shall be conducted by sole arbitrator appointed by NABARD and the award made in pursuance thereof shall be binding on the parties."
- (b) The venue of the arbitration shall be at Mumbai.
- (c) The language of arbitration shall be English.
- (d) Work under the contract shall be continued by the contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
32. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
33. The personnel deployed by the Contractor can use the common facilities such as drinking water, toilet, etc. if any, provided at the premises. However, it should be ensured that the same should be kept in hygienic condition by the contractor.
34. The work should be carried out with minimum inconvenience to the occupants. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants, etc.
35. The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required, in accordance with this Tender. The Contractor should obtain approvals, if any, necessary for the work from the Statutory Bodies on behalf of the NABARD. The Contractor shall assist the NABARD fully in respect

of any liaison with the Municipal or any other Authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to the NABARD.

36. The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD's residential/ Office premises.
37. The engaged staff shall also undertake other specific work related with/without the works mentioned as per tender and other works during working hours as per instruction of ACT/ CT/ concerned official(s) of NABARD, if required.
38. Termination of Contract: "If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 30 days, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period if
 - (a) in the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this Contract work to the Bank's satisfaction and/or
 - (b) the contractor commits a breach of any terms and conditions of this agreement and/or
 - (c) the contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of contractor and/or
 - (d) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this Contract and/or
 - (e) there is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.
39. In the event of termination of this Contract for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
40. In case the Contractor desires to terminate the Contract, he may do so by giving the Bank a notice period of three months.
41. On site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of the NABARD. NABARD will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and remove sheds as per exigency without any extra cost to NABARD. If any statutory charges are required to be paid for erection of sheds, the same should be borne by the Contractor.
42. The Contractor shall provide necessary Tools or any other equipment, materials, workers, etc. and no payment in this regard will be made by NABARD. The Contractor shall supply, fix and maintain all the jhulas, T&P, etc., at his cost during the execution of any work and remove them as soon as the work is completed, without causing any damage to NABARD's property.

43. The bidder shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD. But he can engage various licensed agencies/agencies for carrying out different works.
44. While submitting the monthly bills for AMC, the contractors have to submit all the required documents / statements as desired by NABARD. Contractor will not link payments to his workers with the settlement of his bill by NABARD.
45. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper as per the prevailing rates in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which bidders EMD will be forfeited.
46. In case two or more bidders emerged as L1, the lowest bidder will be selected as per GeM procedure.

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

Signature of the Bidder:

Name and Seal:

Place:

Date:

VII. SPECIAL CONDITIONS OF THE CONTRACT

1. If the workers engaged by the contractor in the premises for performing the job under the contract is not found to be satisfactory, the contractor is bound to replace the laborers/workers as directed by NABARD.
2. Bidder should provide his own biometric attendance system for monitoring attendance (in/out) of their staff at each premises under the contract at his cost. Monthly attendance report of the workers as per the contract generated from the biometric system shall be submitted to Bank along with the monthly bill. The supervisor engaged by the contractor at the premises is bound to produce the attendance data for a particular day/period to NABARD as and when required by NABARD.
3. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the bidder/bidder should be able to demonstrate the capability of the bidder/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and bidder/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.
4. Bidder shall follow the prescribed formats/procedures for receiving complaints, receiving the work slips duly sanctioned and preparation of bills etc. as stipulated by NABARD from time to time.
5. The responsibility of engaging sufficient skilled/semiskilled/unskilled workers like Supervisors, Sweepers etc. lies with the Contractor for maintenance works, subject to minimum of workers mentioned in the Price Bid/ BOQ and tender in view of timely attention and completion of the routine works within the given time frame.
6. Penalty clause: In case of absence of workers (minimum specified in the BOQ), the amount will be deducted as below:
 - a. If the contractor fails to deploy the number of manpower as required under the contract and such absence of manpower in each category of workmen exceeds 15% or more of total man days in a month, then a penalty of ₹650.00 per day shall be imposed on the contractor for all absent days including 15% of the absences during the month. The amount of penalty shall be adjusted from the amount payable to the contractor and the amount shall not be deducted by the contractor from the wages payable to the workmen.
 - b. Additional Penalty: If the contractor continues to fail to engage sufficient workers and does not show sufficient progress in attending to the works, NABARD may, after issuing written notices, levy additional penalty at its discretion, which will be recovered from the Contractor's bill.
7. Contractor shall maintain a proper Record/ Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints will be as under :

Nature of work	Time of completion	Penalty for delay (per complaints per day)
Outside work where scaffolding is required	5 days	₹100

Nature of work	Time of completion	Penalty for delay (per complaints per day)
Outside work where no scaffolding is required	3 days	₹100
Internal work	2 days	₹50
Other work	2 days	₹50

8. In case of emergency work, no extra payment for working in odd hour will be made.
9. The property will be handed over to the contractor for housekeeping works on 'as is where is' basis and the contractor shall be required to carry out pending works at his cost and continue to ensure proper service to a reasonably satisfactory level.
10. In case the contractor is asked to remove the garbage that has been collected on account of other activities not belonging to contractor, the removal charges shall be paid separately.
11. NABARD reserves to change scope of work or the number of workers during the contract period.
12. Even though manpower have been fixed premises wise, the manpower will be transferred from one premises to other premises as and when required, at the discretion of NABARD.

Declaration by the Contractor

We / I have read and understood the Scope of Work and special terms and conditions for the Housekeeping AMC works in the entire premises of NABARD (as indicated in the tender/bid) at Mumbai (both inside and outside) and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Further, we / I also declare that no prohibitive things/banned chemicals will be used, which are harmful to human life.

Place :

Date :

Address:

(Signature of the Bidder)

Name and Seal:

VIII. SAFETY CODE

1. The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. Clear and the distance between two adjacent rungs shall not be more than 30 cm.
4. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder. It is entirely the responsibility of the contractor to follow the safety procedures such as using safety belts, lifelines, helmets; rubber gloves etc. depending upon the nature of works Contractor is free to approach NABARD for any suggestion in this regard. However, any lapse in this regard will be viewed seriously.
5. A penalty of ₹1,000.00 shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of ₹2,000.00 shall be levied if violation is repeated.
6. Penal action will also be taken if the contractor's supervisors and workers do not wear the uniforms and photo identity cards issued by the contractor and thus pose a security risk to the safety of the Bank's establishments, its officers and the families of its officers residing in flats. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.
7. An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work.

Declaration by the Contractor

We / I have read and understood the Safety code for the Housekeeping AMC works in the entire premises of NABARD (as indicated in the tender/bid) at Mumbai (both inside and outside) and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Place :

Date :

Address :

(Signature of the Bidder)

Name and Seal:

IX. ANNEXURES

ANNEXURE-A

STATEMENT – I

List of important contracts executed by the contractor *

Sr. No.	Name of the Work including name of the building and location.	Nature of work involved in the contract.	Name of the owner and indicate whether it is a State Govt./Govt. of India undertaking or Pvt. body with full address and telephone numbers. ***	Completion Period		Value of the work ** (₹ in lakh)
				Stipulated	Actual	
1	2	3	4	5	6	7

* Use separate /additional sheets as per the requirement

** Mention the assignments where value of works costing ₹118.00 lakhs and above only.

*** Attach client's certificates, Copy of work order, Scope of work etc.

STATEMENT - II

List of important contracts ON HAND being executed by the contractor*

Sr. No.	Name of the Work including name of the building and location	Nature of work involved in the Contract.	Name of owner and indicate whether it is a State Govt./ Semi- Govt./ Govt. of India Undertaking or Pvt. Body with full address and telephone numbers.***	Stipulated date of completion	Expected date of completion	Present stage of work with reasons if the work is getting delayed	Value of the work ** (₹ in lakh)
1	2	3	4	5	6	7	8

* Use separate /additional sheets as per the requirement

** Mention the assignments where value of works costing ₹118.00 lakhs and above only.

*** Attach client's certificates

संविदा पूर्व सत्यनिष्ठा करार

PRE CONTRACT INTEGRITY PACT

(रु200 ./- के न्यायिकेतर मुद्रांक पर प्रस्तुत किया जाए

to be submitted On Rs. 200/- Non-judicial stamp paper)

सामान्य General

बोली पूर्व संविदा पूर्व यह करार) इसके बाद यहाँ इसे सत्यनिष्ठा करार कहा गया है (दिनांक _____ को एक पक्षकार राष्ट्रीय कृषि और ग्रामीण विकास बैंक) नाबार्ड (के प्रतिनिधि श्री _____, मुमप्र, डीपीएसपी, नाबार्ड, प्रका, मुंबई, (इसके बाद यहाँ इसे" नियोक्ता "कहा गया है, इस अभिव्यक्ति में, जब तक संदर्भ से अन्यथा अभिप्रेत न हो, इसमें उनके कार्यालय के उत्तराधिकारी और समनुदेशिनी शामिल होंगे (और दूसरे पक्षकार मैसर्स _____ के प्रतिनिधि श्री _____, मुख्य कार्यकारी अधिकारी) जिन्हें बाद में यहाँ" निविदाकार "कहा गया है, इस अभिव्यक्ति में, जब तक संदर्भ से अन्यथा अभिप्रेत न हो, इसमें उनके उत्तराधिकारी और अनुमत समनुदेशिनी शामिल होंगे (के बीच निष्पादित किया गया है .

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri _____, CGM, NABARD, DPSP, NABARD, HO , Mumbai hereinafter called the "Employer", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called "Tenderer" which expression shall man and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

जबकि नियोक्ता " नियोक्तानाबार्ड प्रधान कार्यालय और नाबार्ड हाउस आवासीय क्वार्टरों में कीट नियंत्रण सेवाएँ" का कार्य कराने का प्रस्ताव करता है और निविदाकार इस कार्य के लिए कोटेशन देने हेतु इच्छुक है और है किया प्रस्तुत कोटेशन /

WHEREAS the Employer proposes to carry out the work of " _____ " and the Tenderer is willing to offer/ has offered the quotes and

जबकि निविदाकार संबंधित नियमों के अंतर्गत गठित एक निजी कंपनी /साझेदार /उपक्रम सार्वजनिक / अधिनियम नाबार्ड नियोक्ता और है एजेंसी निर्यात पंजीकृत, है निकाय कॉरपोरेट स्थापित तहत के 1981 24-सी .नं प्लॉट कार्यालय प्रधान जिसका, ब्लॉक 'जी', बांद्राकॉम्प्लेक्स कुर्ला-, बांद्रा(पूर्व) , मुंबई में स्थित है .

WHEREAS THE Tenderer is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Employer is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai.

अतः अब NOW, THEREFORE,

किसी भी प्रकार के भ्रष्टाचार से बचने के लिए संविदा के आरंभ से पूर्व, उसके दौरान या बाद में एक निष्पक्ष, पारदर्शी और किसी प्रभाव एक हेतु करने अनुसरण का प्रणाली कार्यव्यवहार रहित पूर्वाग्रह/ - है जाना किया निष्पादित करार

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

उच्च लागत से बचने और सार्वजनिक खरीद पर भ्रष्टाचार के विकृत प्रभाव से बचते हुए निर्दिष्ट प्रक्रियाओं के माध्यम से प्रतिस्पर्धी कीमतों पर वांछित विनिर्दिष्ट सामग्री को नियोक्ता लिए के करने प्राप्त उपकरण / और बनाने सक्षम

Enabling the Employer to obtain the desired said stores/ equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

निविदाकारों को यह आश्वासन देते हुए कि उनके प्रतिस्पर्धी भी रिश्वत या किसी भ्रष्ट आचरण का प्रदर्शन नहीं करेंगे और उन्हें संविदा हासिल कराने के लिए रिश्वत देने या किसी भी भ्रष्ट आचरण से रोकने के लिए सक्षम करना और नियोक्ता पारदर्शी प्रक्रियाओं का पालन करते हुए अपने पदाधिकारियों द्वारा किसी भी रूप में भ्रष्टाचार को रोकने के लिए प्रतिबद्ध होंगे .

Enabling Tenderers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

संबन्धित पक्ष यहां इस सत्यनिष्ठा करार का निष्पादन कराते हैं और निम्नानुसार सहमत हैं :

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

नियोक्ता की प्रतिबद्धता Commitments of the Employer

भी कोई का नियोक्ता जुड़ा से रूप अप्रत्यक्ष या प्रत्यक्ष साथ के संविदा कि है देता वचन यह नियोक्ता 1.1 प्रक्रिया बोली संबन्धित से संविदा इस पदाधिकारी, बोली मूल्यांकन, संविदा देने या इसकी कार्यान्वयन प्रक्रिया में लाभ पहुँचाने के बदले में निविदाकर्ता से सीधे स्वयं अपने लिए या इस संविदा से जुड़े किसी व्यक्ति, संगठन या तृतीय पक्षकार के लिए प्रत्यक्ष रूप से या किसी मध्यस्थ के माध्यम से कोई रिश्वत, प्रतिफल, उपहार, पुरस्कार की लाभ के प्रकार किसी य अन् अथवा भौतिक य अन् कोई या पक्षपात, करेगा नहीं मांग कोई

The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage from the TENDERER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

दौरान के चरण कॉन्ट्रैक्ट-प्री नियोक्ता 1.2 सभी निविदाकर्ताओं के साथ समान व्यवहार करेगा और सभी निविदाकर्ताओं को समान जानकारी प्रदान करेगा और ऐसी कोई भी जानकारी किसी विशेष निविदाकर्ता को प्रदान नहीं करेगा जो अन्य निविदाकर्ताओं की तुलना में उस विशेष निविदाकर्ता को लाभ प्रदान करते हों.

The Employer will, during the pre-contract stage, treat all TENDERERS alike and will provide to all TENDERERS the same information and will not provide any such information to any particular TENDERER, which could afford an advantage to that particular TENDERER in comparison to other TENDERERS.

कार्यालय सरकारी समुचित पदाधिकारी सभी के नियोक्ता 1.3युक्त प्रतिबद्धताओं के किसी उल्लंघन प्रयास या पूर्ण उल्लंघन और इस तरह के उल्लंघन के पर्याप्त संदेह के बारे में रिपोर्ट करेंगे.

All the officials of the EMPLOYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

यदि निविदाकर्ता किसी पदाधिकारी और पूर्ण में बारे के दुराचार पूर्ववर्ती किसी के (पदाधिकारियों) / में दृष्टि प्रथम यदि और है करता रिपोर्ट को नियोक्ता साथ के तथ्यों योग्य सत्यापननियोक्ता द्वारा इसे सही पाया जाता है तो नियोक्ता द्वारा इस संबंध में आवश्यक अनुशासनात्मक कार्यवाही या अन्य आपराधिक कार्यवाही सहित कोई अन्य समुचित कार्रवाई शुरू की जा सकती है और ऐसे व्यक्ति को संविदा प्रक्रिया

से अलग कर दिया जाएगा। मामले ऐसे , नियोक्ता द्वारा जारी जांच के दौरान संविदा के तहत चल रही कार्यवाही पर रोक नहीं लगाई जाएगी .

In case any such preceding misconduct on the part of such official(s) is reported by the TENDERER to the EMPLOYER with full and verifiable facts and the same is prima facie found to be correct by the EMPLOYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the EMPLOYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EMPLOYER the proceedings under the contract would not be stalled.

निविदाकर्ता की प्रतिबद्धता Commitments of TENDERERS

3. निविदाकर्ता यह वचन देता है कि अपनी बोली के किसी भी चरण के दौरान या संविदा पूर्व या संविदा पश्चात् इस संविदा को हासिल करने या इसे हासिल करने के प्रयास में भ्रष्ट प्रथाओं, अनुचित साधनों और अवैध गतिविधियों को रोकने के लिए प्रतिबद्ध रहेगा और इस संबंध में विशेष रूप से निम्नलिखित के लिए प्रतिबद्ध है- :

The TENDERER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during an pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1 निविदाकर्ता, संविदा के साथ प्रत्यक्ष या अप्रत्यक्ष रूप से जुड़े नियोक्ता के किसी पदाधिकारी को इस संविदा से संबंधित बोली प्रक्रिया, बोली मूल्यांकन, संविदा देने या इसकी कार्यान्वयन प्रक्रिया में लाभ पहुँचाने के बदले में किसी व्यक्ति को सीधे या इस संविदा से जुड़े किसी संगठन या किसी तृतीय पक्षकार या किसी मध्यस्थ के माध्यम से कोई रिश्वत, उपहार, प्रतिफल किसी य अन् , भौतिक कोई , कार पुरस् , लाभ के प्रकार, कमीशन, शुल्क, ब्रोकरेज या कोई अन्य प्रलोभन नहीं देगा .

The TENDERER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 निविदाकर्ता यह भी वचन देता है उसने इस संविदा को हासिल या कार्यान्वित करने या नियोक्ता के किसी पदाधिकारी को किसी संविदा को हासिल करने के लिए प्रत्यक्ष या अप्रत्यक्ष रूप से कोई रिश्वत, उपहार, प्रतिफल, पुरस्कार, पक्षपातलाभ के प्रकार अन्य या हित के प्रकार य अन् अथवा भौतिक किसी , कमीशन, शुल्क, ब्रोकरेज या प्रलोभन नहीं दिया है संविदा य अन् किसी साथ के बैंक या करार इस अथवा ,

या है किया नहीं कार्य का अपनाने रवैया अपक्षपातपूर्ण या पक्षपातपूर्ण प्रति के व्यक्ति किसी में संबंध के है किया नहीं वादा का करने

The TENDERER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

निविदाकर्ता एजेंटों और प्रतिनिधियों के नाम और पते का खुलासा करेंगे और भारतीय निविदाकर्ता अपने विदेशी प्रिंसिपल्स या सहयोगियों का खुलासा करेंगे .

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

द्वारा उनके को मध्यस्थ अन्य किसी या ब्रोकरों / एजेंटों में संबंध के संविदा / बोली इस निविदाकर्ता 3.4 देंगे जानकारी की भुगतान वाले जाने किए

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

मूल लिए के स्टोर रक्षा वह कि है करता घोषणा से नियोक्ता और है करता पुष्टि की आगे निविदाकर्ता 3.5 प्रायो सरकार अधिकृत / इंटीग्रेटर / निर्माताजित निर्यात निकाय है और उसने इस संविदा को निविदाकर्ता को देने हेतु किसी भी व्यक्ति या फर्म या कंपनी के साथ इस संविदा के लिए आधिकारिक या अनौपचारिक रूप से मध्यस्थता नहीं की है और न ही इस प्रकार के किसी मध्यस्थता, सुविधा या अनुशंसा के लिए ऐसे किसी व्यक्ति , फर्म या कंपनी को कोई राशि दी गई है, देने का वादा किया गया है या देने की योजना है .

The TENDERER further confirms and declares to the EMPLOYER that the TENDERER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EMPLOYER or any of its functionaries, whether officially or unofficially to the award of the contract to the TENDERER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

मोलभाव पूर्व संविदा या समय करते प्रस्तुत बोली तो या निविदाकर्ता 3.6के दौरान या संविदा पर हस्ताक्षर करने से पहले, इस संविदा के लिए नियोक्ता के किसी पदाधिकारी या उनके किसी पारिवारिक सदस्य,

एजेंट्स, ब्रोकर्स या किसी अन्य मध्यस्थ को किए गए किसी भुगतान या किए जाने वाले भुगतान की जानकारी के साथ जाने दी में एवज के भुगतान इस साथ-ाले सेवा का ब्यौरा देगा .

The TENDERER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EMPLOYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 निविदाकर्ता इस संविदा में रुचि रखने वाली अन्य पार्टियों से सांठ-गांठ नहीं करेंगे जिससे निविदा प्रक्रिया की पारदर्शिता, निष्पक्षता और निविदा प्रक्रिया की प्रगति, निविदा मूल्यांकन, संविदा करना और उसके कार्यान्वयन को नुकसान हो.

The TENDERER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 निविदाकर्ता किसी भी प्रकार के भ्रष्ट आचरण, अनुचित तरीकों और अवैध गतिविधियों के बदले में कोई भी लाभ प्राप्त नहीं करेगा.

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

3.9 निविदाकर्ता नियोक्ता द्वारा व्यावसायिक संबंध के हिस्से के रूप में किसी भी इलेक्ट्रॉनिक डेटा कैरियर में निहित जानकारी सहित योजनाओं, तकनीकी प्रस्तावों और व्यावसायिक विवरणों के संबंध में दी गई किसी भी जानकारी का प्रतिस्पर्धा या व्यक्तिगत लाभ के प्रयोजनों के लिए अनुचित उपयोग नहीं करेगा अथवा किसी और को नहीं देगा .निविदाकर्ता ऐसी किसी भी प्रकार की जानकारी प्रकट न हों इस हेतु पर्याप्त सावधानी बरतने का वचन भी देता है.

The TENDERER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the EMPLOYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 निविदाकर्ता पूर्ण और सत्यापन योग्य तथ्यों के बिना सीधे या किसी अन्य प्रकार से कोई भी शिकायत नहीं करने के लिए प्रतिबद्ध है .

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

3.11 निविदाकर्ता ऊपर दर्शाए गए किसी भी कार्य को करने अथवा करवाने के लिए किसी भी तीसरे व्यक्ति को नहीं उकसाएगा.

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

3.12 यदि निविदाकर्ता अथवा निविदाकर्ता का कोई भी कर्मचारी अथवा निविदाकर्ता की ओर से कार्य करने वाला कोई भी व्यक्ति नियोक्ता के किसी भी अधिकारी का प्रत्यक्ष अथवा अप्रत्यक्ष रूप से रिश्तेदार है, अथवा विकल्पतः यदि नियोक्ता के किसी अधिकारी को किसी रिश्तेदार का निविदाकर्ता की फ़र्म में वित्तीय हित / हिस्सेदारी हो, तो निविदा भरते समय निविदाकर्ता को इसका उल्लेख करना होगा.

If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER either directly or indirectly is a relative of any of the officers of the EMPLOYER, or alternatively if any relative of an officer of the EMPLOYER has financial interest/ stake in the TENDERER's firm, the same shall be disclosed by the TENDERER at the time of filling of tender.

इस प्रयोजन के लिए 'रिश्तेदार' शब्द कंपनी अधिनियम 1986 में परिभाषित किए गए अनुसार होगा.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986.

3.13 निविदाकर्ता नियोक्ता के किसी भी कर्मचारी से, प्रत्यक्ष या अप्रत्यक्ष रूप से, पैसा उधार नहीं लेगा अथवा देगा अथवा किसी भी प्रकार की आर्थिक लेन-देन में शामिल नहीं होगा.

The TENDERER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EMPLOYER.

4. पिछला उल्लंघन Previous Transgression

4.1 निविदाकर्ता इस बात की घोषणा करता है कि इस सत्यनिष्ठा करार पर हस्ताक्षर करने से पहले पिछले तीन वर्षों में इसके अंतर्गत परिकल्पित किसी भी भ्रष्टाचार के संबंध में किसी भी देश में किसी भी कंपनी के साथ अथवा भारत में किसी भी सार्वजनिक क्षेत्र के उद्यमों के साथ अथवा भारत में किसी सरकारी विभाग के साथ ऐसा कोई भी उल्लंघन नहीं हुआ जिससे कि निविदा प्रक्रिया से निविदाकर्ता के बहिष्करण को उचित ठहराया जा सके.

The TENDERER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify TENDERER's exclusion from the tender process.

4.2 निविदाकर्ता इस बात से सहमत है कि यदि वह इस विषय पर गलत बयान करता है तो, निविदाकर्ता को निविदा प्रक्रिया या संविदा के अयोग्य ठहराया जा सकता है, यदि पहले से ही संविदा दिया जा चुका हो तो, उसे इस कारण से समाप्त किया जा सकता है.

The TENDERER agrees that if it makes incorrect statement on this subject, TENDERER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. ब्याना राशि) प्रतिभूति जमाराशि) Earnest Money (Security Deposit)

5.1 वाणिज्यिक निविदा की प्रस्तुति के समय, निविदाकर्ता नाबार्ड के पक्ष में ऑनलाइन के माध्यम से ब्याना राशि / प्रतिभूति जमाराशि के रूप में रु. _____ नियोक्ता के पास जमा करेगा.

While submitting commercial bid, the TENDERER shall deposit an amount Rs.2,26,000/- as Earnest Money/ Security Deposit, with the EMPLOYER through online in favour of NABARD

5.2 अग्रिम धन / प्रतिभूति जमाराशि एक वर्ष की अवधि के लिए अथवा निविदाकर्ता और नियोक्ता को सम्पूर्ण संतुष्टि हो इस तरह से संविदात्मक दायित्वों के पूर्ण होने पर, जिसमें दोष दायित्व अवधि शामिल है, इनमें से जो भी बाद में हो तक वैध होगी.

The Earnest Money/ Security Deposit shall be valid upto a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the TENDERER and the EMPLOYER, including defect liability period, whichever is later.

5.3 सफल निविदाकर्ता के मामले में क्रय संविदा में परफॉर्मेंस बांड से संबंधित आलेख में एक खंड भी शामिल किया जाएगा कि नियोक्ता द्वारा परफॉर्मेंस बांड की जब्ती के लिए नियोक्ता द्वारा लिए गए निर्णय के मामले में परफॉर्मेंस बांड की जब्ती के लिए उल्लंघन के लिए प्रतिबंध के प्रावधान, इस संधि के उल्लंघन के लिए प्रतिबंध हेतु कोई कारण बताए बिना, लागू होंगे.

In case of the successful TENDERER a clause would also be incorporated in the Article retaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 नियोक्ता द्वारा निविदाकर्ता को अग्रिम धन / प्रतिभूति जमाराशि पर इसके चलन के दौरान कोई भी ब्याज देय नहीं होगा.

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

6. उल्लंघन के लिए प्रतिबंध Sanctions for Violations

6.1 निविदाकार अथवा उनके द्वारा नियुक्त किसी व्यक्ति अथवा उनकी ओर से कार्य कर रहे व्यक्ति द्वारा) निविदाकर्ता की जानकारी में हो या न हो (उक्त प्रावधानों में से किसी का भी उल्लंघन होने पर नियोक्ता, जहां कहीं आवश्यक हो, निम्नलिखित में से कोई एक अथवा सभी कार्रवाई कर सकता है.

Any breach of the aforesaid provisions by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) shall entitle the EMPLOYER to take all or any one of the following actions, wherever required: -

निविदाकर्ता को बिना कोई कारण बताए या उनकी कोई क्षतिपूर्ति किए बिना निविदा-पूर्व चर्चा तत्काल रद्द कर सकता है .तथापि अन्य निविदाकर्ताओं के साथ निविदा प्रक्रिया जारी रहेगी.

To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the TENDERER. However, the proceedings with the other TENDERER(s) would continue.

नियोक्ता के निर्णय के अनुसार पूर्ण या आंशिक रूप से अग्रिम धन जमाराशि)निविदा पूर्व स्तर पर/(प्रतिभूति जमाराशि जब्त की जाएगी और नियोक्ता को इसके लिए कोई कारण देना नहीं होगा.

The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the EMPLOYER and the EMPLOYER shall not be required to assign any reason therefore.

यदि संविदा का निष्पादन किया गया हो तो निविदाकर्ता को किसी क्षतिपूर्ति के बिना तत्काल संविदा समाप्त की जाएगी .

To immediately cancel the contract, if already signed, without giving any compensation to the TENDERER.

भारतीय निविदाकार होने की स्थिति में नियोक्ता द्वारा भुगतान की गई सभी राशियों पर भारतीय स्टेट बैंक की मुख्य उधार दर से %2 अधिक की वसूली की जाएगी जबकि निविदाकर्ता भारत के अलावा किसी अन्य देश से होने की स्थिति में भुगतान की गई राशि पर %2 एलआईबीओआर की वसूली की जाएगी . यदि किसी अन्य कार्य के लिए दूसरे ठेके के संबंध में नियोक्ता द्वारा निविदाकर्ता को कोई बकाया भुगतान किया जाना है तो ब्याज सहित इस राशि से बकाया राशि की वसूली की जाएगी .

To recover all sums already paid by the EMPLOYER, and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TENDERER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the TENDERER from the EMPLOYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

नियोक्ता द्वारा पहले किए गए भुगतान और ब्याज की वसूली के लिए निविदाकर्ता द्वारा दी गई अग्रिम बैंक गारंटी और निष्पादन बांड / वारंटी बांड का नकदीकरण किया जाएगा .

To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the EMPLOYER, along with interest.

निविदाकर्ता के साथ सभी या कोई और ठेका रद्द किया जाएगा .निविदाकर्ता को इस प्रकार के रद्द/उत्सादन के परिणामस्वरूप नियोक्ता को हुए किसी नुकसान या हानि की क्षतिपूर्ति करनी होगी और नियोक्ता, निविदाकर्ता को देय राशि से यह राशि वसूली का हकदार होगा .

To cancel all or any other contracts with TENDERER. The TENDERER shall be liable to pay compensation for any loss or damage to the EMPLOYER resulting from such cancellation/ rescission and the EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the TENDERER.

निविदाकर्ता को भारत सरकार की निविदा प्रक्रिया में भाग लेने पर न्यूनतम 5 वर्ष की अवधि के लिए प्रतिबंध लगा सकता है .नियोक्ता अपने विवेकाधिकार से इस अवधि को आगे बढ़ा सकता है.

To debar the TENDERER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EMPLOYER.

इस ठेके को प्राप्त करने के लिए इस करार का उल्लंघन करते हुए निविदाकर्ताओं (द्वारा किसी बिचौलिये या एजेंट या मध्यस्थ को किए गए सभी भुगतान की वसूली की जाएगी .

To recover all sums paid in violation of this Pact by TENDERER(S) to any middleman or agent or broker with a view to securing the contract.

किसी संविदा के संबंध में नियोक्ता और निविदाकर्ता द्वारा हस्ताक्षरित अप्रतिसंहरणीय ऋण पत्रों के मामले में ऐसे ऋण पत्र खोले नहीं जाएंगे.

In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EMPLOYER with the TENDERER, the same shall not be opened.

इस करार के उल्लंघन के लिए दंड के रूप में नियोक्ता द्वारा परफार्मेंस बांड जब्त करने के निर्णय की स्थिति में बिना कोई कारण बताए इसे जब्त किया जाएगा .

Forfeiture of Performance Bond in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2नियोक्ता को निविदाकर्ता या उनके किसी कर्मचारी या उनकी ओर से) निविदाकर्ता की जानकारी से अथवा जानकारी के बिना (कार्यरत किसी के द्वारा इस संबंध में भारतीय दंड विधान, 1860 के अध्याय IX या भ्रष्टाचार निवारण अधिनियम, 1988 या भ्रष्टाचार निवारण के लिए बनाए गए किसी अन्य अधिनियम में परिभाषित किसी अपराध के लिए इस करार के पैरा)6.1 i) से) x) तक में उल्लिखित सभी या कोई कार्रवाई करने का अधिकार होगा .

The EMPLOYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 निविदाकर्ता द्वारा इस करार के प्रावधानों के उल्लंघन के संबंध में नियोक्ता का निर्णय अंतिम और निविदाकर्ता के लिए बाध्यकारी होगा .तथापि ,निविदाकर्ता इस करार के प्रयोजनों के लिए नियुक्त स्वतंत्र अनुप्रवर्तक) कों (को अभ्यावेदन दे सकते हैं .

The decision of the EMPLOYER to the effect that a breach of the provisions of the Pact has been committed by the TENDERER shall be final and conclusive on the TENDERER. However, the TENDERER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. उल्लंघन शर्त Fall Clause

7.1 निविदाकर्ता वचन देते हैं कि उन्होंने भारत सरकार के किसी मंत्रालय /विभाग अथवा सार्वजनिक उपक्रम को वर्तमान निविदा में उल्लिखित इसी प्रकार के उत्पाद /प्रणाली या उप-प्रणाली को इस प्रस्ताव में दिए गए दर से कम में आपूर्ति नहीं की है /नहीं की जा रही है और यदि किसी भी स्तर पर यह पाया जाता है कि निविदाकर्ता ने भारत सरकार के किसी अन्य मंत्रालय /विभाग या किसी सार्वजनिक उपक्रम को कम दाम पर इसी प्रकार के उत्पाद /प्रणाली या उप-प्रणाली की आपूर्ति की है तो उचित समयावधि बीत जाने के बाद वर्तमान मामले में निविदाकर्ता नियोक्ता को ,निविदा पहले ही समाप्त हुई हो तो , लागत के अंतर की पूर्ति करेंगे .

The TENDERER undertakes that it has not supplied/s not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and it is found at any stage that similar product/ systems or sub systems was supplied by the TENDERER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in

the cost would be refunded by the TENDERER to the EMPLOYER, if the contract has already been concluded.

8. स्वतंत्र अनुप्रवर्तक Independent Monitors

8.1 इस करार के लिए नियोक्ता ने केन्द्रीय सतर्कता आयोग की सलाह से श्री _____ सरकार को स्वतंत्र अनुप्रवर्तक) आगे से यहाँ अनुप्रवर्तक कहा जाएगा नियुक्त किया है .

The EMPLOYER has appointed Independent Monitor Shri Dr. Jagdeep Kumar Ghai (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

8.2 अनुप्रवर्तक स्वतंत्र और निष्पक्ष रूप से इस करार के अधीन पार्टियों द्वारा दायित्व के अनुपालन की समीक्षा करेंगे.

The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 अनुप्रवर्तक पक्षकारों के प्रतिनिधियों के अनुदेशों के अधीन नहीं होंगे और वे निष्पक्ष और स्वतंत्र रूप से अपना कार्य करेंगे .

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

8.4 दोनों पक्षकार इस बात से सहमत हैं कि अनुप्रवर्तक को इस परियोजना /अधिप्राप्ति संबंधी बैठकों के कार्यवृत्त सहित सभी दस्तावेजों को देखने का अधिकार होगा .

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

8.5 इस करार का उल्लंघन पाए जाने अथवा किसी कारणवश उन्हें इस करार का उल्लंघन प्रतीत होने पर अनुप्रवर्तक नियोक्ता द्वारा नामित प्राधिकारी को इस बात की सूचना देंगे .

As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EMPLOYER.

8.6 निविदाकर्ता इस बात से सहमत है कि अनुप्रवर्तक को निविदाकर्ता द्वारा उपलब्ध कराए गए दस्तावेजों सहित, नियोजता के सभी परियोजना दस्तावेजों को बेरोकटोक देखने का अधिकार होगा . निविदाकर्ता अनुप्रवर्तक के अनुरोध और वैध हित दर्शाने पर उन्हें परियोजना के दस्तावेजों को बेरोकटोक और बिना किसी शर्त के देखने की अनुमति भी देंगे . यह उप-निविदाकारों पर भी लागू होगा . अनुप्रवर्तक इस निविदा के दायित्वों के अधीन निविदाकर्ता /उप-निविदाकर्ता) ओं (की जानकारी और दस्तावेजों की गोपनीयता बनाए रखेंगे .

The TENDERER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the EMPLOYER including that provided by the TENDERER. The TENDERER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the TENDERER/ Subcontractor(s) with confidentiality.

8.7 नियोजता परियोजना से संबंधित पक्षकारों के बीच सभी बैठकों की जानकारी अनुप्रवर्तक को उपलब्ध कराएंगे बशर्ते पक्षकारों के बीच इस प्रकार की बैठकें निविदा संबंधों को प्रभावित करती हो . पक्षकार अनुप्रवर्तक को इस प्रकार की बैठकों में भाग लेने का विकल्प देंगी .

The EMPLOYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 अनुप्रवर्तक नियोजता /निविदाकर्ता से सूचना प्राप्त होने के बाद 8 से 10 सप्ताह के बीच नियोजता के नामित प्राधिकारी को एक लिखित रिपोर्ट प्रस्तुत करेंगे और आवश्यक हो तो समस्यात्मक स्थितियों में सुधार के लिए प्रस्ताव देंगे .

The Monitor will submit a written report to the designated Authority of EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the EMPLOYER/ TENDERER and should the occasion arise submit proposals for correcting problematic situations.

9. जांच की सुविधा Facilitation of Investigation

इस करार के किसी प्रावधान के उल्लंघन या कमीशन के भुगतान के किसी आरोप के मामले में नियोजता या उनकी एजेंसियों को निविदाकर्ता के बही खातों सहित सभी दस्तावेजों की जांच का अधिकार होगा और निविदाकर्ता आवश्यक जानकारी और दस्तावेज अंग्रेजी में उपलब्ध कराएंगे तथा इस प्रकार की जांच में हर संभव सहायता देंगे .

In case of any allegation of violation of any provisions of this Pact or payment of commission, the EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the TENDERER and the TENDERER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. विधि और अधिकार क्षेत्र Law and Place of Jurisdiction

यह करार भारतीय न्याय व्यवस्था के अधीन होगा .कार्य स्थान और अधिकार क्षेत्र नियोक्ता स्थल होगा .

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

11. अन्य कानूनी कार्रवाई Other Legal Actions

इस सत्यनिष्ठा करार में निर्धारित कार्रवाई किसी अन्य कानूनी कार्रवाई पर प्रतिकूल प्रभाव डाले बिना होंगी जोकि किसी सिविल या आपराधिक कार्यवाही संबंधी वर्तमान में लागू कानूनों के प्रावधानों के अनुरूप होगी .

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. वैधता Validity

12.1 यह सत्यनिष्ठा करार हस्ताक्षर करने की तिथि से लेकर वारंटी अवधि सहित पाँच वर्षों तक अथवा नियेक्ता और निविदाकर्ता /विक्रेता की संतुष्टि से निविदा के पूर्ण निष्पादन तक ,जो भी बाद में हो ,वैध होगी .यदि निविदाकर्ता कार्यनिष्पादन करने में असफल होता है तो निविदा पर हस्ताक्षर करने के छह महीने बाद यह सत्यनिष्ठा करार समाप्त हो जाएगा .

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the EMPLOYER and the TENDERER/ Seller, including warranty period, whichever is later in case TENDERER is unsuccessful, this Integrity Pact shall expire after Nine months from the date of the signing of the contract.

12.2 इस करार का एक या कई प्रावधान अवैध हो जाने पर शेष करार वैध रहेगा .ऐसी स्थिति में पक्षकार मूल उद्देश्य के अनुसार एक सहमति पर पहुंचने का प्रयास करेंगे .

Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. निम्नलिखित पक्षकार इस सत्यनिष्ठा करार को यहां , को
निम्नानुसार हस्ताक्षर करते हैं

The parties hereby sign this Integrity Pact at _____ on -
_____.

नियोक्ता EMPLOYER

निविदाकर्ता TENDERER

अधिकारी का नाम Name of the Officer

मुख्य कार्यकारी अधिकारी Chief Executive Officer

पदनाम Designation

नाबार्ड NABARD

साक्ष्य Witness

साक्ष्य Witness

1. _____

2. _____

* विदेशी आपूर्तिकर्ताओं के भारतीय एजेंटों की भागीदारी के संबंध में नियोक्ता की नीति के अनुसार इन शर्तों के प्रावधानों में संशोधन /हटाने की आवश्यकता होगी .

Provisions of these clauses would need to be amended/ deleted in line with the policy of the EMPLOYER in regard to involvement of Indian agents of foreign suppliers.

Draft ARTICLES OF AGREEMENT
On Non-judicial stamp paper of ₹.200/-

AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

THIS AGREEMENT is made at Mumbai on this day of _____ 2024

BETWEEN

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

AND

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

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

WHEREAS

(1) NABARD, being desirous of outsourcing the works relating to Annual Maintenance contract for sweeping, open space cleaning, garbage collection, flat Services (hereinafter referred to as "**the said works**") of its premises at NABARD Head Office Building, Bandra Kurla Complex, Mumbai, 400051 (hereinafter collectively referred to as "the said Premises") for the period from _____ to _____, 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.

(2) The Contractor had, vide its bid dated, submitted its Tender for undertaking the said works at the said Premises.

(3) NABARD, vide its letter No.dated had selected the Contractor for carrying out the said works at the said Premises.

(4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The contract shall commence from _____ and shall continue till _____ unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of **Rs.....for the said period** to the Contractor for carrying out the said works in the said Premises as per the details given in **Scope of Works**. The rate will remain fixed(except Minimum wages and other statutory provision revised by GOI from time to time)

throughout the entire period of contract i.e. till _____ and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled/semiskilled/unskilled labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/Central Govt. whose rates are adopted. NABARD will make payments only after the satisfactory completion of the periodic services on monthly / quarterly basis as indicated in the tender document.

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

2. The contract may be extended for further period/s after the expiry of the initial period i.e. 31.03.2025 as indicated in the tender document. NABARD shall, in that event, make a request in writing in this behalf to the Contractor one month prior to the expiry of the current contract/extended contract and upon such request, the Contractor shall provide the said works at the said Premises, on the same terms and conditions or with some addition /deletion/modification, for a further specific period, mutually agreed upon by the parties.

3. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.

4. The Contractor should make discreet inquiries about the character and antecedents of the persons whom they are deploying in NABARD. The Contractor shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.

5. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by:-

- i) List of individuals deployed
- ii) Bio-Data containing educational qualifications and previous experience/s, date of birth, etc.
- iii) Certification of verification of antecedents of persons by local Police authority.
- iv) Identity Cards bearing photograph.

6. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in the tender document. No additional payment shall be made if the contractor keeps more staff for completing the pending work or if minimum staff strength is not able to perform satisfactorily as per the contract provision. All deployed manpower shall wear Identity card/s every day during working hours.

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

7. The said works at the said Premises, which will be entrusted to the Contractor from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.

8. The Contractor shall, for all intents and purposes, be the “Employer” within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him and deployed in NABARD shall remain

under the overall control and supervision of the Contractor. The persons deployed by the Contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The Contractor's personnel shall not claim any benefit/compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

9. The Contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required for carrying out the said works in the said Premises in accordance with this Agreement. The Contractor shall also inform and assist NABARD in procuring any registration, permissions or approvals, which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act 1970 and the Rules and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and / or renewed from time to time throughout the currency of this Agreement.

10. All persons deployed by the Contractor in NABARD will be subjected to security check by the NABARD while entering and leaving the premises. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.

11. The Contractor shall attend to complaints relating to the said work received from the employees of the NABARD and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.

12. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.

13. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions/duties, or for payment towards any compensation.

14. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to NABARD or any person authorized by NABARD, on demand. Further, the Contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.

15. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD. It will be the responsibility of the contractor for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.

16. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, and Sweater to the persons employed by it and necessary tools, equipment and machinery for carrying out the

said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as safety shoes, masks, etc.

17. The Contractor, wherever and whatever material is provided by NABARD, shall use it properly. Any improper use leading to wastage / pilferage shall be made good by the Contractor to NABARD.

18. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed by the Contractor if they sustain any injury etc., while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD. **The CAR policies are required to be at least for 1.25 times of the contract value.**

19. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, and administrative / organizational matters as all are of confidential/secret nature.

20. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.

21. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.

22. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the Officer-in-charge of Department of Premises, Security and Procurement, Head Office NABARD so that optimal services of the persons deployed by the Contractor could be availed without any disruption.

23. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.

24. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/conflict of interest/misconduct.

25. In case, the manpower deployed by the Contractor commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD, remove him/them from the said Premises.

26. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in the State of Maharashtra/GoI, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.

27. The Contractor, as a taxable service provider, must be registered with Central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans should be serially numbered and it should contain the Name and address of Service Provider & Service Receiver, Description of service, etc.

28. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are released before the 7th day of the following month *in the presence of NABARD's representative*, irrespective of receipt of payment from NABARD.

29. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.

30. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

31. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to NABARD or any other authority under law.

32. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees /agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

33. The Contractor will have to deposit a security amount of **Rs.....(Rupees.....)** for NABARD Head Office building to NABARD in the form of DD from a commercial bank covering the period of this Agreement. In case, the Agreement is further extended beyond the initial period, the security deposit would be retained.

34. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.

35. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.

36. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.

37. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.

38. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.

39. If the services of the contractor are not found satisfactory, the contractor will be given one month notice to improve his services. If the contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the contractor firm can terminate the agreement by giving three months' notice in advance. If the Contractor fails to give such three months' notice in writing for termination of the agreement, then the Security Deposit will be forfeited. Notwithstanding anything contained in this Agreement, the Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till the date of termination this agreement.

40. On the expiry or early termination of the Agreement, the Contractor will withdraw all its personnel without in any way causing any damage to the said premises and the property therein and clear their accounts by paying them all their legal dues. The persons deployed by the contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in NABARD.

41. Renewal of the Contract:

41.1 The period of contract for is from _____ to _____ or as specified by the Bank in the final work order. The said contract will be renewed for further period subject to the satisfactory performance of the contractor during the existing contract period and other terms and conditions detailed in the tender document. The escalation in the contract amount during renewal shall be considered as follows:

(i) For "Labour Component" mentioned under item Sl. No. 1 & 2 of financial bid, the Bank shall give the Contractor extant Minimum wages (prevalent at the time of renewal) as prescribed by the Chief Labour Commissioner (Central), Ministry of Labour & Employment and the associated liabilities like EPF, ESI and Bonus components and contractor's profit etc.

(ii) The revision of rates for "Non-Labour Component" mentioned under item Sl. No. 2 and 3 of financial bid may be done based on cost escalation. The percentage increase in cost including GST may be calculated by using the below formula: -

$$Vc = Vp \times [0.80 \times (Wc - Wp) / Wp] + [0.20 \times (Cc - Cp) / Cp]$$

Vc = Variation in total amount component for the current year including GST (Item nos.3,4,5 & 6)

Vp = Total amount component for the previous year including GST (Item nos. 3,4,5 & 6)

Wc = Average of Wholesale Price Index for all commodities for Mumbai Region 6 months prior to the commencement date of contract for the current year

Wp = Average of Wholesale Price Index for all commodities for Mumbai Region 6 months prior to the commencement date of contract for the previous year

Cc = Consumer Price Index for industrial workers for Mumbai Region 6 months prior to the commencement date of contract for the current year

Cp = Consumer Price Index for industrial workers for Mumbai Region 6 months prior to the commencement date of contract for the current year

42. Resolution of disputes

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

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

42.3 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties."

42.4 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and shall have the jurisdiction in Mumbai.

42.5 The language of arbitration shall be English.

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

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

44. This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the

subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

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

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

In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorised officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered

By Shri _____

DGM/ GM

For & on behalf of NABARD

In the presence of

1.....

2.....

Signed, sealed and delivered

By Shri _____

the duly authorized signatory for & on behalf of the Contractor

In the presence of

1.....

2.....

ANNEXURE-D

**Pro-forma for Indemnifying the Employer against Contract
Labour Rules/regulations
(On ₹200 Non-Judicial Stamp Paper)**

To,

Chief General Manager,
DPSP, National Bank for Agriculture and Rural Development
Bandra (East)
Mumbai- 400051

Dear Sir/Madam

**Annual Maintenance Contracts for Providing Facility Management Services of
Housekeeping at Bank's Head Office Building, Bandra-Kurla Complex, Mumbai
for the period _____ to _____.**

We, M/s..... (Name of contractor), hereby undertake that we shall
comply with all the statutory rules/ regulations with regard to the employment of contract
labour and their payment.

We also hereby fully indemnify and keep indemnified the Employer, i.e. NABARD, against any
payments to be made to the contract labour and for the observance of the laws in this regard
without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For Authorised signatory

PROFORMA OF EMD CREDIT DETAILS**(EMD details to be filled by bidders)****TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR PROVIDING
MANPOWER CLEANING AND FACILITY MANAGEMENT SERVICES FOR
HOUSEKEEPING AT NABARD HEAD OFFICE, BKC, MUMBAI**

लेखा का नाम NAME OF THE ACCOUNT	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
बैंक का नाम BANK NAME	NABARD
शाखा का नाम BRANCH NAME	HEAD OFFICE, MUMBAI
आईएफएस कोड IFS CODE	NBRD00000002
खाता संख्या ACCOUNT NUMBER (वैन VAN)	NABADMN07

Name of depositor	
Mode of transfer – Online (NEFT / RTGS)	
UTR No.	
Transaction date	
Amount deposited	
** Attach Bank Statement showing amount debited from account, on or before last date of submission of tender.	

Date:

Place:

Signature with seal:

NON BLOCKLISTING DECLARATION

(To be given on company letterhead)

Date:

To,

The Chief General Manager
National Bank for Agriculture and Rural Development
NABARD Head Office, BKC, Mumbai.

Sub: Declaration for Non-Blacklisting - Tender - Annual Maintenance Contract for Providing Facility Management Services for Housekeeping at NABARD Head Office, BKC, Mumbai.

Dear Sir,

We hereby declare that we are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Yours Faithfully,

Signature of the Bidder and Seal

List of Cleaning Material

S.No	Cleaning material item	Approved brands	Quantity Required for 12 months (No.s)
1	Soft Broom	Gala	156
2	Hard Broom	standard	180
3	SASA Liquid soap	SASA liquid soap (5 Liter Can)	108
5	Phynol (White)	Klinol (01 Liter Bottle)	760
6	Liquid Soap Hand Wash (1can 5 lt.)	Lifeboy (5 Liter Can)	42
7	Glass Duster white	Standard	984
9	Yellow Duster	Standard	984
10	Lifebuoy Soap Cake 75 gm	Lifeboy	120
11	Garbage Bag (Small) (19x21) 1 Roll	green India (1 Roll = 30 Pieces)	660
12	Garbage Bag (Big) 29×39 1 Roll	green India (1 Roll = 10 Pieces)	1028
13	Brasso Tin 500 ml	Brasso	150
14	Wet Mop With Rod (Round in shape)	GMD Easy	940
15	Room Freshner 220 ml	godrej	200
16	Harpic 500ml	Harpic	660
17	Hand Gloves (01 Pair)	scotch Bite	400
18	Scott Luxury Foam Skin Cleanser (1000ml)	Scott Kimberly- Code COD30895	1080
19	Pencil Cell (AAA)	Duracell	100
20	Cell. 1.5 V	GP Superheavy cell	12
21	Pencil Cell (AA)	Duracell	620
22	Toilet Paper Roll	Scott (01 Roll)	6480
23	Wash Room Tissue M Fold	Scott (01 Packet = 100 Pulls)	2400
24	Pitambari (150 gm)	Pitambari	176
25	Urinal Screen Mat	Wonderfresh	1200
26	Glass Cleaner Wiper	standard	156
28	Scrubber Scrub pad 10×7.5 cm	gala	650
29	Cotton (waste)	standard 1 Kg	60
30	Colin Glass & Surface Cleaner	Colin	232
31	Scrubber Steel	scotch Bite	102

32	Black Hit 400ml	Hit	168
33	Red Hit 400ml	Hit	168
34	Bleaching Powder	standard 1 Kg	250
35	3 M Machine Pad	saint Gobin Norton 1 = piece	144
36	Tissue Single Box (premier)	premier	1660
37	Rat Glue Pad	Hit	120
38	Deodorant	Fogg	12
39	Air Wick Freshmatic Auto. Air Freshener	Airwick	24
40	Dettol Liquid Hand Wash (200 ML)	Dettol	24
41	Gala Double Hockey Toilet Brush	Gala	112
42	Garbage Waste Dustbin Nilkamal 120 ltr. With wheels	Nilkamal	15
43	Dust Pan plastic	ratan	72
44	Dust Bin With Pedestal 10 ltr.	Ratan	24
45	T Brush Rod With Stick	Gala	48
46	Floor Wiper With Rod	Gala	168
47	Dry Floor Mop 24 Inch (blue)	Gala	100
48	Naphthalene Ball 100 mg	Lexa	24
49	Good Night Refill 45ml With Machine	good night	72
50	Godrej Lock 7 liters	Godrej	12
52	Bucket 15 ltr.	Milan	40
53	Plastic Mug	ratan	22
56	Vim bar 130 gm	Vim	76
57	Red Harpic 500ml	Harpic	25
59	Air Pocket (Godrej)	Godrej	576
60	Plastic Drum (80 litre)	Nilkamal	15

* Any deviation to an equivalent make of the approved brand is to be approved by bank before supply of the material.