

**नाबार्ड असम क्षेत्रीय कार्यालय एवं स्टाफ क्वार्टर्स, गुवाहाटी में  
01/04/2023 से 31/03/2025 तक दो वर्ष की अवधि के लिए  
सामान्य रखरखाव और हाउसकीपिंग करार हेतु निविदा दस्तावेज़  
Tender Document for General Maintenance and Housekeeping  
Contract at NABARD Assam Regional Office and its Staff  
Quarters at Guwahati for Two Years  
from 01/04/2023 to 31/03/2025**

**राष्ट्रीय कृषि और ग्रामीण विकास बैंक**  
परिसर, सुरक्षा और अधिप्राप्ति विभाग (डीपीएसपी), असम क्षेत्रीय कार्यालय,  
असम सेक्रेटरिया के सामने, जी एस रोड, दिसपुर, गुवाहाटी – 781006  
ई-मेल: [dpsp.guwahati@nabard.org](mailto:dpsp.guwahati@nabard.org), Telephone: 7738777532

**National Bank for Agriculture & Rural Development**  
Department of Premises, Security & Procurement (DPSP) Assam Regional Office,  
Opposite Assam Secretariat, G S Road, Dispur, Guwahati – 781 006.  
E-mail: [dpsp.guwahati@nabard.org](mailto:dpsp.guwahati@nabard.org), Telephone: 7738777532

निविदा दस्तावेज जारी करने की तिथि Date of Issue of Tender Document	03 March 2023
बोलिकर्ताओं के साथ बोली- पूर्व बैठक Pre-Bid meeting with bidders	09 March 2023 1500 Hrs
निविदा प्रस्तुत करने की अंतिम तिथि Due Date for Submission of Tender	17 Mar 2023 1500 Hrs
तकनीकी बोली के खोलने की तिथि और समय Date and Time of Opening of Technical Bids	20 Mar 2023 1500 Hrs
मूल्य बोली के खोलने की तिथि और समय Date and Time of Opening of Price Bids	Will be intimated separately to bidders who qualify technical evaluation.

बोलीकर्ता का नाम Name of the Bidder	
संपर्क सं. Contact Number	
पत्राचार का पता Address for Correspondence	
ई-मेल E-Mail ID	

## विषय वस्तु Contents

क्रम सं SI	भाग / विषय Part/Subject	पृष्ठ सं. Page No.
<b>भाग 1 – तकनीकी बोली Part 1 – Technical Bid</b>		
1	निविदा आमंत्रण सूचना Notice Inviting Tender	3
2	निविदा प्रारूप Form of Tender	6
3	संविदा-पूर्व सत्यनिष्ठा करार Pre Contract Integrity Pact	8
4	कंपनी द्वारा वचन पत्र Undertaking by the Company	15
5	अर्हता –पूर्व मानदंड Pre-Qualification Criteria	16
6	संविदा की सामान्य शर्तें और निबंधन General Terms & Conditions of the Contract	17
7	कार्यक्षेत्र Scope of Work	24
8	विशेष शर्तें और निबंधन Special Terms and Conditions	29
9	<b>अनुबंध I : निविदा जारी करने वाले की जानकारी</b> <b>Annexure I : Information about the Tenderer</b>	31
10	<b>अनुबंध II: करार का मसौदा</b> <b>Annexure II : Draft Agreement</b>	34
<b>भाग 2 –मूल्य बोली Part 2 - Price Bid</b>		
11	मूल्य बोली Price Bid	47

**निविदा आमंत्रण सूचना**  
**Notice Inviting Tender**

<p>राबै.असम.क्षेका/ 2626 /डीपीएसपी-229- बी/हाउसकीपिंग निविदा/2022-23</p> <p>03 मार्च 2023</p> <p>सभी बोलीकर्ता महोदया / महोदय,</p> <p><u>नाबार्ड असम क्षेत्रीय कार्यालय, गुवाहाटी में 01.04.2023 से 31.03.2025 तक दो वर्ष की अवधि के लिए सामान्य रखरखाव और हाउसकीपिंग करार हेतु निविदा आमंत्रण सूचना</u></p> <p>नाबार्ड असम क्षेत्रीय कार्यालय, गुवाहाटी एवं नाबार्ड स्टाफ क्वार्टर्स में दिनांक 01.04.2023 से 31.03.2025 तक दो वर्ष की अवधि के लिए “सामान्य रखरखाव और हाउसकीपिंग” के लिए, नाबार्ड, एक प्रतिष्ठित एजेंसी के साथ करार निष्पादित करना चाहता है।</p> <p>2. अनुरोध है कि आप ऑफ लाइन माध्यम से <b>दोहरी बोली प्रणाली के अंतर्गत</b> इस निविदा दस्तावेज़ में दिए गए विस्तृत विवरण और अन्य अपेक्षाओं के अनुसार उपर्युक्त निविदा के लिए अपना प्रस्ताव प्रस्तुत करें। निविदा दस्तावेज़ नाबार्ड की वेबसाइट <a href="https://www.nabard.org">https://www.nabard.org</a> और सीपीपी पोर्टल से डाउनलोड किया जा सकता है।</p> <p>3. <b>बोली-पूर्व बैठक</b> का आयोजन <b>07 मार्च 2023 को अपराह्न 03:00 बजे</b> नाबार्ड, असम क्षेत्रीय कार्यालय, गुवाहाटी, 781006 में किया जाएगा। बोली-पूर्व बैठक में भाग लेने हेतु पात्र होने के लिए बोलीकर्ता स्थान का सर्वेक्षण कर ले और समग्र रूप से कार्य/सेवा की साध्यता के संबंध में स्वयं संतुष्ट हो जाएँ। <b>बोली-पूर्व बैठक में मांगे जाने वाले किसी भी प्रकार के स्पष्टीकरण के संबंध में बैठक से कम-से-कम 03 कार्यदिवस पहले लिखित में ई-मेल (<a href="mailto:dpsp.guwahati@nabard.org">dpsp.guwahati@nabard.org</a>) से हमें सूचित करें।</b> बोली-पूर्व बैठक में दिए गए सभी स्पष्टीकरण निविदा का हिस्सा होंगे।</p>	<p>NB.Assam.RO/ 2626 / DPSP- / Housekeeping Tender/2022-23</p> <p>03 March 2023</p> <p>All Bidders</p> <p>Madam/Dear Sir,</p> <p><b><u>Notice Inviting Tender for General Maintenance and Housekeeping Contract at NABARD Assam RO and its Staff Quarters at Guwahati for Two years w.e.f 01.04.2023 to 31.03.2025</u></b></p> <ol style="list-style-type: none"><li>1. NABARD intends to enter into contract with a reputed agency for “<b>General Maintenance and Housekeeping at NABARD Assam Regional Office and its Staff Quarters, Guwahati for Two Years w.e.f 01.04.2023 to 31.03 2025</b>”.</li><li>2. You are requested to submit your offer through <b>Offline in Two Bid System</b> for the aforesaid contract as per the detailed specifications and other requirements as mentioned in this tender document. The tender document will be available for download at <a href="https://www.nabard.org">https://www.nabard.org</a> and in CPP Portal.</li><li>3. The <b>Pre-Bid meeting</b> will be held at <b>1500 hrs. on 09 March 2023</b> at NABARD Assam Regional Office, Opp. Assam Secretariat, G S Road, Guwahati 781006. To be eligible to participate in the pre-bid meeting, the bidder should have already conducted a site survey and should have satisfied himself about the overall feasibility of the work/service. <b>Any clarifications being sought in the pre-bid meeting should be submitted in writing at least 03 working days prior to the date of pre-bid meeting by email to <a href="mailto:dpsp.guwahati@nabard.org">dpsp.guwahati@nabard.org</a>.</b> All the clarifications of the pre-bid meeting will</li></ol>
---	---

4. नाबार्ड, असम क्षेत्रीय कार्यालय, , दिसपुर, गुवाहाटी में भूतल पर रखे एक ड्रॉप बॉक्स में ऑफ़लाइन के माध्यम से निविदाएं जमा की जानी हैं। निर्धारित तिथि के पश्चात प्राप्त निविदाओं अथवा फ़ैक्स/ईमेल/डाक से प्राप्त निविदाओं को स्वीकार नहीं किया जाएगा और उन्हें नकार दिया जाएगा। साथ ही, जिनकी निविदा निर्धारित प्रक्रिया के अनुसार नहीं पाई जाती है, उन बोलीकर्ताओं की निविदाएँ नकार दी जाएंगी।

5. निविदा की तकनीकी बोली (भाग-1) दिनांक **17 मार्च 2023 को अपराह्न 03:00 बजे** अथवा उसके बाद, नाबार्ड की सुविधा और जीईएम के नियमों के अनुसार नाबार्ड, असम क्षेत्रीय कार्यालय, गुवाहाटी 781006 में खोली जाएगी।

6. तकनीकी मूल्यांकन में अर्हता-प्राप्त बोलिकर्ताओं की मूल्य बोली (भाग-II) अलग से खोली जाएगी, जिसकी तिथि की सूचना ई-मेल के माध्यम से दी जाएगी।

7. तकनीकी बोली, मूल्य बोली, कार्य की परिधि अपेक्षित सेवाओं, सफल बोलिकर्ताओं के चयन आदि के संबंध में अनुदेशों का विवरण इस निविदा की शर्तों और निबंधनों और निविदा के अन्य हिस्सों में दिया गया है।

8. बयाना राशि के रूप में **₹93,000/-** की राशि एनईएफटी के माध्यम से निम्नलिखित खाते में जमा की जाए। बयाना राशि के बिना निविदा को नकार दिया जाएगा।

आदाता का नाम	: NABARD
चालू खाता सं.	: NABADMN12
बैंक का नाम	: NABARD
	Head Office,
	Mumbai
आईएफएससी	: NBRD0000002

9. यह बोली, बोली खोलने की तिथि से **3 महीने तक** और जीईएम के मानदंडों के अनुसार वैध और स्वीकार करने के लिए मान्य मानी जाएगी।

10. निविदा में विनिर्दिष्ट शर्तों और निबंधनों की सहमति के रूप में, प्रस्ताव के सभी दस्तावेज़ और निविदा के सभी पृष्ठों पर बोलिकर्ता हस्ताक्षर करें और अपनी मुहर लगाएँ।

11. नाबार्ड को यह अधिकार है कि बगैर कारण बताए

be part of tender.

4. **Tenders to be submitted through offline at a drop box kept in NABARD Assam Regional Office, Ground Floor, Dispur, Guwahati.** Tender received late or received through fax/email/post will not be accepted and will be rejected. The tenders of the bidders whose tender is not in accordance with the prescribed manner, will be rejected.

5. Technical Bid (Part- I) of Tender will be opened at NABARD Assam Regional Office, Dispur, Guwahati 781006 on **17 Mar 2023 at 1500 hrs** or later as per convenience of NABARD.

6. Price Bid (Part II) of bidders who qualify the technical evaluation will be opened on a separate date informed through email.

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

8. An Earnest Money Deposit of **Rs.85,000/-** should be remitted by NEFT into the account mentioned below. Tender without EMD shall be rejected.

Payee Name	: NABARD
Current Account No	: NABADMN12
Name of the Bank	: NABARD
	Head Office,
	Mumbai
IFSC Code	: NBRD0000002

9. The bid shall remain valid and open for acceptance for **03 months** from the date of opening of the bid as per norms.

10. All documents that comprise the offer and all pages of tender, should be signed and sealed by the bidder, as a token of acceptance to the terms and conditions specified in tender.

11. NABARD reserves the right to accept or reject any/all tender(s) in part or whole

बोलीकर्ता/बोलिकर्ताओं की किसी / सभी निविदाओं को आंशिक या पूर्ण रूप से स्वीकार करे या नकार दे।

12. नाबार्ड के साथ संलग्न मानक प्रारूप के अनुसार संविदा पूर्व सत्यनिष्ठा करार निष्पादित करने हेतु इच्छुक बोलीकर्ता ही निविदा में भाग लेने के लिए पात्र होंगे। असम के लिए समनुदेशित स्वतंत्र बाह्य अनुप्रवर्तक (आईईएम) डॉ संजय कुमार पांडा, आईएस(सेवानिवृत्त), 515 वार्ड सं -3 सिद्धेश्वर साही कटक सिटी, कटक जिला, ओड़ीशा 753008.

13. बोलिकर्ताओं से अनुरोध है कि बोली करने से पूर्व नाबार्ड असम क्षेत्रीय कार्यालय, गुवाहाटी, असम सचिवालय के सामने, जी एस रोड, दिसपुर, गुवाहाटी- 781006 पर जाकर स्थान का दौरा करें।

14. सफल बोलीकर्ता को अपना प्रस्ताव स्वीकार होने की तिथि से 14 दिन के भीतर संलग्न मानक प्रारूप में नाबार्ड के साथ एक करार निष्पादित करना होगा। ऐसा नहीं करने पर बोलीकर्ता की बयाना राशि जब्त कर ली जाएगी।

15. नाबार्ड को यह अधिकार है कि वह ऐसे ठेकेदार को प्राथमिकता दे जो हाउसकीपिंग और रखरखाव में अर्हता-प्राप्त और अनुभवी हो।

भवदीय

**Sd/-**

**(एस हरङ्गखोल)**

**उप महाप्रबंधक**

of any bidder/bidders without assigning any reasons for doing so.

12. Only bidders who are willing to execute Pre Contract Integrity Pact with the Bank, in accordance with the standard format enclosed, will be eligible to participate in the tender. The Independent External Monitor (IEM) assigned for Assam would be Dr. Sanjay Kumar Panda, IAS (Retd), 515, Ward No.3, Sideswar Sahi, Cuttack City, Cuttack District, Odisha 753 008.

13. The bidders are requested to visit the site at NABARD Assam Regional Office, Opp. Assam Secretariat, G S Road, Dispur, Guwahati 781006 before bidding.

14. The successful bidder shall execute an agreement with NABARD in accordance with the standard format enclosed within 14 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited.

15. NABARD reserves the right to give preference to any contractor who is qualified and/or having experience in Housekeeping and Maintenance.

Yours faithfully

**Sd/-**

**(S Hrangkhoh)**

**Deputy General Manager**

## **FORM OF TENDER**

(To be submitted in the Company's Letter Head)

To

The Chief General Manager  
National Bank for Agriculture and Rural Development  
Assam Regional Office  
Opposite Assam Secretariat, G S Road,  
Dispur, Guwahati– 781006

Dear Sir,

**Tender for General Maintenance and Housekeeping Contract  
at NABARD Assam RO and its Staff Quarters at Guwahati\_  
for Two years w.e.f 01.04.2023 to 31.03.2025**

Having examined the tender document for “**General Maintenance and Housekeeping Contract at NABARD Assam RO and its Staff Quarters, Guwahati for Two years w.e.f 01.04.2023 to 31.03.2025**” and having understood the provisions of the tender documents and having thoroughly understood the requirements for General Maintenance and Housekeeping Contract at NABARD Assam RO and its Staff Quarters at Guwahati, I/We submit herewith the tender offer to you for the same in accordance with the terms and conditions and within the time mentioned in the tender document at the price quoted by me/us in the “Price Bid”.

I / We have examined the Scope of Work and Terms and Conditions relating to the tender for the said work after having obtained the Tender document invited by you and are submitting our offer for the captioned services. I/We understand that the Scope of Work may increase or decrease during the period of contract.

I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.

I / We agree to deposit interest-free EMD through NEFT and enclose the transaction report in the technical bid.

I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in all respects as per the specifications and Scope of Works described in the Tender Document, Terms and Conditions and Annexures.

In the event of this tender being accepted, I/We agree to enter into and execute the prescribed Agreement with NABARD as per the prescribed format.

I/We agree to enter into and execute the prescribed Pre Contract Integrity Pact with NABARD as per the prescribed format.

The rates quoted by me/us, excepting for the wages of skilled/semi-skilled/unskilled labour, are firm and shall not be subjected to variations on account of fluctuation in the market rates, or any other reasons whatsoever for the captioned period. The payment of wages for skilled / semi-skilled/ unskilled labour will be revised as per the revision of minimum wages published by State / Central Govt, as applicable, from time to time.

I / We agree to pay wages to the personnel deployed as per minimum wages promulgated by the State / Central Govt, as applicable, along with all statutory contributions as required by the relevant act / laws in vogue.

I / We agree to deposit all taxes, levies, Cess etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. I/We agree to pay all Government (Central and State) Taxes such as Excise Duty, Income Tax, GST, contributions such as Bonus, EPF & ESI (wherever applicable) etc. and other taxes prevailing from time to time.

I /we further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted. I/We will be responsible for any legal/Quasi legal matters arise due to non-compliance of statutory obligations, and indemnify NABARD from any complications, all expenditure in this regard will be borne by me/us.

We hereby certify that all the statements made and information supplied in the tender Document and accompanying statements are true and correct and that in the event of any such statement or information being found to be incorrect, the same may be construed to be a misrepresentation entitling NABARD to avoid any resultant contract, to terminate the contract and will compensate NABARD for any loss/damage caused due to such misrepresentation and NABARD may also, at its discretion apply the blacklisting clause.

Should this tender be accepted, I / we hereby agree to abide by and fulfil all the Terms and Conditions and Provisions of the said Contract Document annexed hereto. Name of the person authorized to sign and submit the Tender

I).....

II).....

Yours faithfully

(Signature with date of Authorized Signatories)

Name:

Designation:

Seal of firm:

**PRE CONTRACT INTEGRITY PACT**  
**(On non-judicial Stamp Paper of Value Rs 300/- )**

**General**

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 \_\_\_\_\_ (hereinafter called the “BUYER”, 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 the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER 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.

NOW, THEREFORE,

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 :-

Enabling the BUYER 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

Enabling BIDDERS 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 BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. **Commitments of the BUYER**

- a. The BUYER undertakes that no official of the BUYER, 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 BIDDER, 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.



- b. The BUYER will , during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
  - c. All the officials of the BUYER 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.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER 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 BUYER the proceedings under the contract would not be stalled.
3. **Commitments of BIDDERS** The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during a 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 :-
- a. The BIDDER 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 BUYER, 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.
  - b. The BIDDER 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 BUYER 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.
  - c. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.
  - d. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - e. The BIDDER further confirms and declares to the BUYER that the BIDDER 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 BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, 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.
  - f. The BIDDER, 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 BUYER 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.

- g. The BIDDER 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.
- h. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i. The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- j. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- k. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986.
- l. The BIDDER 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 BUYER.

4. **Previous Transgression**

- a. The BIDDER 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 BIDDER's exclusion from the tender process.
- b. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

- a. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments.
  - i. Bank Draft or a Pay Order in favour of \_\_\_\_\_
  - ii. A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - iii. Any other mode or through any other instrument (to be specified in the RFP)

- b. The Earnest Money/Security Deposit shall be valid upto a period of two years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- c. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining 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 BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- d. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

- a. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
  - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - ii. 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 BUYER and the BUYER shall not be required to assign any reason therefore.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - vi. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - vii. To debar the BIDDER 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 BUYER.
  - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact
  - b. The BUYER will be entitled to take all or any of the actions mentioned at para 6a(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), 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.
  - c. The decision of the BUYER to the effect that a breach of the provisions of the Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.
7. **Fall Clause**
- a. The BIDDER undertakes that it has not supplied/s not supplying similar product/systems or sub systems 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 if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER 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 BIDDER to the BUYER, if the contract has already been concluded.
8. **Independent Monitors**
- a. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
  - b. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
  - c. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
  - d. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
  - e. 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 BUYER.
  - f. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER 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 BIDDER/Subcontractor(s) with confidentiality.
  - g. The BUYER 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.

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

9. **Facilitation of Investigation**

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

10. **Law and Place of Jurisdiction**

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

11. **Other Legal Actions**

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. **Validity**

a. 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 BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

b. 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. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer

Chief Executive Officer

Designation

NABARD

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

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

**Annexure to Pre Contract Integrity Pact**

**Format for complaint to Independent External Monitor (IEM)**

1. Name of RO :
2. Name of complainant / vendor :
3. Address and Contact No :
4. Tender Details :
  - a. Particulars :
  - b. Date of tender called for :
  - c. Last date of submission :
  - d. Date of opening of tender :
5. Nature of complaint in brief :
6. Supporting documents enclosed/  
Evidence :
7. Relief sought :
8. Signature and Date

## **Undertaking by the Company**

(To be submitted on Company's Letter Head)

To

The Chief General Manager  
National Bank for Agriculture and Rural Development  
Assam Regional Office  
Opposite Assam Secretariat, G S Road,  
Dispur, Guwahati – 781006

Dear Sir,

### **Undertaking & Declaration by the Bidder**

Having examined the tender documents for “**General Maintenance and Housekeeping Contract at NABARD Assam RO and its Staff Quarters at Guwahati for Two years w.e.f 01.04.2023 to 31.03.2025**”, and having understood the provisions of the tender documents, having thoroughly studied the requirements for General Maintenance and Housekeeping Contract at NABARD Assam RO, Guwahati, I/we undertake/declare as under.

I/We undertake that

- a. **I/We have not been blacklisted by any Central/State Government Organization or PSU, for whatsoever reason.**
- b. **I/We declare that I/we will follow C.L. (R & A) Act and Minimum Wages Act and other labour laws as applicable from time to time & indemnify NABARD for any liability arising out of operation of C.L. (R & A) Act and Minimum Wages/Labour Act.**

Yours faithfully,

(Signature with date of Authorized Signatories)

Name:

Designation:

Seal of firm:

## Prequalification Criteria

Offers are invited from Contractors/Bidders who fulfill the following **pre-qualification criteria**.

1. The Bidder should have a minimum experience of five (05) years of successfully completing or currently providing services of General Maintenance and Housekeeping at high rise government buildings, Banks/FIs premises, reputed private organizations etc..
  - a. The bidder shall hold valid license for undertaking the work under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and shall fulfil all conditions required under the Act/Rules as amended from time to time.
  - b. The bidder shall, irrespective of number of persons employed, be registered under the relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 respectively.
  - c. The bidder shall be registered with Income Tax and Goods & Services Tax (GST) authorities.
  - d. An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax is to be submitted.
  - e. Experience of having successfully completed similar work during last 5 years (ending 31/03/2022) should be either of following:
    - i. Three similar completed works whose individual annual work value is costing not less than **Rupees 37 Lakhs** for each work.
    - ii. Two similar completed works whose individual annual work value is costing not less than **Rupees 23 Lakhs** for each work.
    - iii. One similar completed work whose individual annual work value is costing not less than **Rupees 18 Lakhs** for each work.
  - f. Annual Turn Over during each of last three years ending 31.03.2022 should be at least **Rupees 6.30 Lakhs** (30 % of Annual Contract Value).
  - g. The bidder should have a registered office at Guwahati and should submit the document proof for the office address.
  - h. Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.
  - i. Non-compliance of any of the conditions mentioned above by the bidder will amount to non-eligibility for the service for which tender has been invited and such bids shall be summarily rejected.
  - j. Experience will be an added advantage for the bidder(s) in selection procedure.
  - k. The bidder should submit Pre Contract Integrity Pact on non-judicial stamp paper of appropriate value signed by authorized signatory.



## General Terms & Conditions of the Contract

1. The Tender is for General Maintenance and Housekeeping Contract at NABARD Assam RO and its Staff Quarters at Guwahati for Two Years w.e.f 01.04.2023 to 31.03.2025.
2. Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting. The Contractor or his authorised representative should visit the site as per requirement and meet NABARD's Officials with prior appointment for any clarifications and to receive instructions etc. at the site.
3. **Validity of Tender** - Tender shall remain open for acceptance by the Bank for a period of **three Months** from the date of opening the tender which may be extended by mutual agreement and the tenderers shall not cancel or withdraw the tender during this period/extended period.
4. **Contract Period:** This contract shall be for a period of Two years w.e.f 01.04.2023 to 31.03.2025 with a provision for annual review of contractor's performance by the Bank. The contract may further be extended for a maximum period of two years, one year at a time, subject to satisfactory performance. The rates, other than minimum wages, shall remain firm during the contract period. Revision to rates, other than minimum wages and statutory wage components, shall only be allowed on mutually agreement basis. Minimum wages shall be revised as per revision promulgated by State / Central Govt, as applicable, from time to time.
5. **Earnest Money Deposit (EMD)** - Intending tenderers shall pay an Earnest Money Deposit (EMD) of **₹ 85,000/-** (Rupees Eighty Five Thousand Only) by remitting through NEFT into the account number below.

Payee Name : NABARD

Current Account No : NABADMN12

Name of the Bank : NABARD Head Office, Mumbai

IFSC Code : NBRD0000002

The EMD of bidders who do not qualify the technical evaluation shall be returned (without any interest) after the tender process is completed. The EMD of the successful bidder shall be returned without any interest on receipt of Performance Security Deposit and signed agreement copy for the contract.

6. **Information about Tender** - The tenderer must obtain for himself, on his own responsibility and at his own expenses all the information, which may be necessary for the purpose of making the tender, on entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of work and all matters pertaining thereto.
7. **Filling up of Tender Forms.**
  - a. The tender forms should be filled in English.
  - b. Each of the pages of tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of the Contract, Specifications, Special Conditions, etc., as laid down. Tender with any documents not so signed is liable to be rejected.

- c. Rate should be quoted both in figures and words in the columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderers. Over writing of figures is not permitted, failure to comply with either of these conditions will render the tender void at the Bank's discretion. No advice of any change in rate or conditions after opening of the tender will be entertained.
  - d. The tenders submitted on behalf of Partnership Firms shall be signed by all the partners of the Firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender is liable to be rejected by the Bank.
8. **Two Bid System** – The Tender shall be submitted through offline at a Box located at NABARD Assam Regional Office, Ground Floor, Dispur, Guwahati 781006 **as per Two Bid System** in two parts viz. Technical Bid and Price Bid enclosed in one Single Envelope with Heading as **“Tender Document for General Maintenance and Housekeeping Contract at NABARD Assam Regional Office and its Staff Quarters at Guwahati for Two Years from 01/04/2023 to 31/03/2025”**
- a. **Technical Bid:** The Technical Bid containing the following documents should be submitted through Offline. The Technical Bid should not have any price details mentioned.
    - i. Proof of remittance of prescribed EMD through NEFT
    - ii. Form of Tender duly signed by authorized signatory
    - iii. Pre Contract Integrity Pact on non-judicial stamp paper of appropriate value signed by authorized signatory
    - iv. Undertaking duly signed by authorized signatory
    - v. Information of the tenderer as per format at **Annexure I** along with supporting documents
    - vi. Copy of tender document duly signed by authorized signatory on all pages, as an acknowledgement of accepting all terms and conditions mentioned in the tender.
  - b. **Price Bid:** The Price Bid should be submitted through Offline, which shall contain the rate for skilled, semi-skilled and unskilled manpower as per the format prescribed in the tender. The quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required. The rates, other than minimum wages, shall remain firm during the contract period. Revision to rates, other than minimum wages and statutory wage components, shall only be allowed on mutually agreement basis. Minimum wages shall be revised as per revision promulgated by State / Central Govt, as applicable, from time to time.
  - c. The offer shall be valid for 90 days from the date of opening the Price Bids.
9. **Submission of Offers** – The Offer should be submitted through **Offline Mode as per Two Bid System** in two parts viz. Technical Bid and Price Bid. Tenders submitted before due date at Box located in NABARD Assam RO, Ground Floor, G S Road, Dispur, Guwahati 781006. Tender received late or received through

fax/email/post will not be accepted and will be rejected. The tenders of the bidders whose tender is not in accordance with the prescribed manner, will be rejected.

10. **Opening of Technical Bids** – Technical Bids will be opened at **1500 hrs. on 20 Mar 2023** at NABARD Assam Regional Office, Dispur, Guwahati 781006 in the presence of a Committee of Officers and the tenderers or their representatives, should they choose to be present. The bids will be opened even if no representatives of the vendors turn up for the meeting. Price Bids will be opened on a separate date, as decided by the Bank, which will be intimated to the qualified bidders only. The bidders who do not qualify the technical evaluation shall be intimated by the Bank.
11. **Evaluation of Technical Bids:** The Technical Bids will be evaluated by a Committee of Officers based on documents submitted by the bidders along with their offers. No documents shall be accepted separately. However, Bank has the discretion to ask for additional documents, if deemed necessary.
12. **Opening of Price Bids:** Price Bids of bidders who qualify the Technical Evaluation will be opened on a separate date, which will be intimated to the qualified bidders only through email. The Price Bids will be opened on the date intimated in the presence of a Committee of Officers and the tenderers or their representatives, should they choose to be present. The bids will be opened even if no representatives of the vendors turn up for the meeting.
13. **Award of Contract to Successful Bidder:** The Bidder quoting the least Monthly Service Charge shall be awarded the contract after ascertaining whether all other criteria are met. In case multiple L1 arises, Quality and Cost Based Selection (QCBS) shall be carried out by the bank at its own discretion. The contract shall be awarded to the vendor who secures higher marks in QCBS among the L1 Bidders. In case multiple L1 bidders get same marks in QCBS also, then the Bank can visit the work sites of the bidders and award marks to the work being carried out at site adopting an objective criteria. The work can then be awarded to the bidder with highest marks. In case of multiple L1 bidders getting equal marks even after field visits, the final selection can be done based on draw of lots, as may be decided jointly by the RO and select bidders, or by pulling the highest number from a box containing 30 numbers. The format of QCBS is tabulated below for information.

Sl No	Description	Score
1	<b>Legal Structure</b>	<b>20</b>
	Private Limited / Public Limited	20
	Partnership	15
	Proprietorship	10
2	<b>Work Experience in the relevant field of work</b>	<b>10</b>
	>20 Years	10
	20>=10 Years	5

	10>=5 Years	2
3	<b>Average Turnover during last three years end 31.03.2021</b>	<b>10</b>
	>10 Lakhs	10
	10 Lakhs >=7 Lakhs	5
4	<b>No of Works in Public / Private Institutions [with more than build up area of the building &gt; 3500 Sq Mtrs] handled in India in last 7 years (as on date of submission) (Relevant proof mentioning the area should be submitted)</b>	<b>5</b>
	>20	5
	20>=10	3
	10>=5	1
5	<b>Quantum of Area of the building / work performed in the last 7 years (Relevant proof mentioning the area should be submitted)</b>	<b>5</b>
	> 3500 Sq Mtrs	5
	3500 Sq Mtrs >=2000 Sq Mtrs	3
	2000 Sq Mtrs >=1000 Sq Mtrs	1
	<b>Total Marks</b>	<b>(50 Max)</b>
<b>Evaluation of marks based on the scoring model will be triggered only when multiple bidders are found to be L1. Accordingly, L1 will be decided based on the highest marks obtained in scoring model based on technical parameter / matrix out of 50 marks.</b>		

14. **Signing of Agreement:** On receipt of intimation from NABARD regarding the acceptance of his/their tender, the successful bidder shall execute an agreement at its own cost on non-judicial stamp paper as per the prevailing rates with NABARD in accordance with the standard format at **Annexure II** within 14 days from date of issue of work order, failing which bidder's EMD may be forfeited. The original agreement shall be submitted to the Bank. A copy shall be handed over to the contractor.
15. **Performance Security Deposit:** Successful bidder shall pay a Performance Security Deposit of **₹ 2,15,000/-** (Rupees Two lakh Fifteen Thousand Only) by remitting through NEFT into the account number below.

Payee Name : NABARD

Current Account No : NABADMN12

Name of the Bank : NABARD Head Office, Mumbai

IFSC Code : NBRD0000002

16. The Performance Security Deposit will be held with the Bank for a period upto 60 days after the end of contract period or completion of all contractual obligations / settlement of liabilities, if any, towards NABARD at the time of completion/termination of this agreement. The same shall be released as per guidelines. No interest will accrue on the said deposit. The Performance Security Deposit is liable to be forfeited by NABARD if the vendor commits breach of any or all of the terms and conditions contained herein. The amount of liability to be recovered for breakages, of articles referred above shall be arrived at on the basis of the prevailing market prices of such articles/items or the prices paid by NABARD at the time of purchasing them, whichever is higher.
17. **Assigning Contract** - The party shall not assign or sublet the contract to any others vendor or individual. In case of breach of these conditions, the Bank may serve a notice in writing to the party, rescinding the contract, whereupon the Performance Security Deposit shall stand forfeited to the Bank, without prejudice to contractor's other remedies against the Bank.
18. **Compliance of Legal and Statutory Provisions: -**
- a. 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. Any penalty imposed on NABARD by any statutory authority on this account shall be directly recovered from contractor's any bill or earnest money deposited with NABARD. The contractor shall indemnify NABARD of any responsibility on this account and or any penalties imposed on the Contractor's part.
  - b. The Contractor should have valid license for carrying out the work relating to this Contract as per the existing laws, should be efficient and have highly technically skilled man power. The workmen employed by the Contractor should also have the experience in their trade.
  - c. 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 register of his staff employed at various sites and wage register for payment (at least minimum wages as per Center or State Govt. whichever is higher shall be paid) 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.
  - d. The contractor shall, for all intents and purposes, be the "Employer" within the meaning of different Labour Legislations in respect of 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.

- e. The contractor should ensure timely payment to its personnel deployed in the premises and compliance of all statutory provisions relating to Minimum Wages Act 1948, Provident Fund and Employees State Insurance, etc. (Amended time to time) in respect of the persons deployed by them in NABARD. The payment of wages shall not be linked to the payment of bills from NABARD.
  - f. The Contractor shall be responsible to fulfil all the obligations in connection with other labour laws, leave, salary, uniform, identity cards, ex-gratia etc. (as applicable). The contractor shall liaise with Labour Deptt. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.
  - g. The Contractor should arrange to obtain necessary insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy (CAR 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 immediately after award of work. The CAR policies are required to be at least 1.25 times of the contract value.
  - h. The Contractor shall maintain all statutory registers under the applicable law. The Agency/Service Provider shall produce the same, on demand, to NABARD or any other authority under law.
  - i. The Contractor shall be fully responsible and shall indemnify the Bank 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 decision of the Bank in this regard shall be final and binding
19. **Payment Terms by the Bank:** The bank shall pay to the Contractor, on monthly basis, the general maintenance and housekeeping charges as indicated in Price Bid of the successful tenderer against the satisfactory service and bills raised by the contractor.
- a. No overtime allowance or any compensation of any other kind shall be payable by the Bank to any person including supervisor employed by the Contractor for duties at NABARD Regional Office.
  - b. The Bank shall deduct income tax/TDS and any other taxes which it may be required to, under any law for the time being in force, from the payment to be made to the Contractor for the services rendered to the Bank. A certificate of tax so deducted at source in the prescribed format will be issued to the Contractor.
  - c. The agency has to maintain records of attendance of staff / supervisor, any other staff and the work done as specified in the scope of work in the tender document.
  - d. While submitting the monthly bill, the contractor shall submit all the required documents/statements / work completion reports countersigned by the Caretaker of the Bank as desired and/or demanded. Further, the proof of statutory payments such as Minimum Wages, EPF and ESI to contract workers for the preceding month are to be produced by contractors for settlement of bills of succeeding month.
20. **Penalty:** NABARD reserves the rights to levy penalty for unsatisfactory performance as mentioned under.
- a. In case of unsatisfactory performance or when unsatisfactory maintenance /

housekeeping is brought to the notice of Bank by any staff, Rs 500/- per incident will be deducted from the monthly bill.

- b. In case of inappropriate behavior by deployed personnel, Rs 500/- per incident will be deducted from the monthly bill when such incident is brought to the notice of Bank by any staff.
- c. In case of non adherence to the schedule of works, penalty for outstanding works shall be levied at the Bank's discretion.
- d. The amount of penalty to be recovered for misuse / damage / breakages of equipment / articles provided by the bank, except due to fair wear and tear, shall be finalised by NABARD at its own discretion.
- e. Such penalty shall be recovered from monthly bills / performance security deposit / any other payment due to the contractor.

**21. Termination of Contract.** The contract shall normally expire after Two years i.e. 31.03.2025, if no further extension is given.

The contract shall be terminated by the bank immediately without any notice in case of the following cases and the security deposit with the bank shall be forfeited.

- a. Breach of Agreement or Repeated unsatisfactory performance. The Contractor shall not be entitled to any compensation for such termination.
- b. Non compliance of labour laws, minimum wages and other statutory acts / laws in vogue as required by the contract.
- 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 agreement 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.

In case the Contractor desires to terminate the Contract, he may do so by giving the Bank a written notice of minimum three months.

**22. Vacation of Premises** - On expiry of or on early termination of the contract, the Contractor and his staff shall vacate NABARD's premises, without in any way causing any damage to the said premises and/or the property therein.

## Scope of Work

1. NABARD is desirous of having a contractor responsible for **General Maintenance and Housekeeping at NABARD Assam RO office premises located at G S Road, Opp. Assam Secretariat, Dispur, Guwahati – 781006 and its staff quarters located at Plot3 & Plot 4, Sarumatoria, Bylane 2, Dispur, Guwahati – 781 006.**
2. The Regional Office comprises of G+6 Floors, total 20 washrooms, basement, record room, electrical substation, canteen area, kitchen area, lounge area (1<sup>st</sup> floor and 2<sup>nd</sup> floor), parking shed, terraces (2<sup>nd</sup> floor and top floor) and common areas. The said premises includes all the covered areas within the boundary wall and also the vacant/fallow land falling within the boundary wall and pucca construction between the gate and the road.
3. The scope may increase or decrease during the contract period. The minimum manpower required is as tabulated below.

Sl	Manpower	Type	Number of Personnel Required	Timings
1	Supervisor	Unskilled Supervisory	1	07.30 AM to 09.30 AM 10.30 AM to 12.30 AM 01.30 PM to 05.30 PM
2	Cleaners (Male)	Unskilled	6	
3	Cleaners (Female)	Unskilled	1	

4. Keeping the number of floors, wash rooms, other rooms and Common area in view, the contractor should deploy personnel as mentioned above in such a way that all the works are attended to with good quality and as per promulgated schedule..
5. **General Behavior of Personnel:** The personnel deployed by the contractor must have experience in general maintenance and housekeeping at offices and should be polite, cordial, positive and efficient, while handling the assigned work. Necessary grooming should be done by the contractor before deploying them at site.
  - a. The workers / personnel deployed should wear uniforms displaying contractor firm's name and must carry ID card issued by the contractor during the working hours. The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations under this Contract.
  - b. The contractor is also required to submit the list of workers with photo ID, 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.
  - c. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during the period his staff works in NABARD premises.
  - d. The contractor shall ensure that the persons deployed for the work are well conversant with the operation of fire extinguishers.
  - e. The Contractor shall ensure that the deployed personnel should not:-



- i. Be under the influence of drugs, alcohol, tobacco, pan, gutkha etc. when inside the Bank's premises.
  - ii. Undertake any private work inside or outside the Bank's premises during the working hours.
  - iii. Involve in any altercations with staff or in any act of indiscipline / misconduct / theft / pilferage, which results in any loss to NABARD in kind / cash / reputation.
  - iv. Suffer from any communicable diseases.
- f. The contractor shall submit Police Verification Certificate and Health Certificate from a registered medical practitioner not less than MBBS for all the personnel deployed at Bank's premises.
- g. Any indecent behavior / suspicious activities of the personnel deployed shall be viewed seriously and a suitable penalty shall be imposed on contractor or the personnel shall be removed.
6. **General Works:** The contractor shall ensure that general maintenance and housekeeping work at NABARD Towers is carried out as per schedule to the satisfaction of the Bank. The contractor shall ensure that his personnel shall carryout the following works in NABARD Tower.
- a) The cleaning materials and consumables etc. shall be provided by NABARD as per actual requirement. The Bank may direct the vendor to supply the same to the Bank on MRP basis, at Bank's discretion. The contractor has to give indent for such items to the Assistant Care Taker (ACT)/Care Taker (CT) well in advance. Proper record of the material received and consumed shall be maintained by the contractor and submitted to NABARD for inspection/verifications as and when required.
  - b) The contractor will maintain records of day-to-day remedial work and materials required/used for the same.
  - c) The contractor shall maintain and update any or all registers/documents relating to maintenance work, as asked to do from time to time by the Bank, for attending complaints and up-keeping the premises etc.
  - d) The contractor shall keep, at conspicuous and specified places complaint book/books in which complaints and suggestions, if any, may be recorded and the complaint book/books shall be open to inspection by the officers of the Bank.
  - e) The maintenance contractor shall put up complaint book/books/registers on every 15th day of the month and if the same were public holiday the same may be submitted on the next working day immediately following that day to care taker.
  - f) Contractor will also inform to the Bank about compliance of the complaints.

### **WORKS TO BE CARRIED OUT**

<b>Sl</b>	<b>Area</b>	<b>Work</b>	<b>Frequency</b>
1	Internal	Dusting, Cleaning, Scrubbing, Mopping of all Floors and cabins including store rooms in each floor as also lounge area (1 <sup>st</sup> floor and 2 <sup>nd</sup> floor), canteen area	Daily
2	Internal	Provision of towels, napkins and paper tissues in Senior Officer's Cabins in all floors	Daily
3	Internal	Dusting and Cleaning of Work Stations, Chairs, Cup Boards, Fire Extinguishers at all floors	Daily
4	Internal	Cleaning of Internal Cable and Pipe Duct	Daily
5	Internal	Dusting, Cleaning, Scrubbing, Mopping of Electrical Room, Sports Room	Daily
6	Internal	Cleaning of AC Plant ATUs ROOMs at all floors and Lift Room	Daily
7	Internal	Cleaning of Water Coolers (Front Fascia) at all floors	Daily
8	Internal	Cleaning of Conference Hall at 1 <sup>st</sup> floor, Mini Conference Hall at 2 <sup>nd</sup> floor, Terrace at 2 <sup>nd</sup> floor and top Floor Terrace	Daily
9	Internal	Cleaning, Mopping of Lounge Area (1 <sup>st</sup> and 2 <sup>nd</sup> Floor) and Canteen Area (1 <sup>st</sup> Floor)	Daily
10	Internal	Cleaning of Kitchen – Canteen and Lounge (1 <sup>st</sup> floor and 2 <sup>nd</sup> floor)	Weekly Once
11	Internal	Sweeping, cleaning, mopping of Staircases, Ventilators and Fire Extinguishers at all floors	Daily
12	Internal	Cleaning of Internal Glass and Window Panels in the whole building	Daily
13	Internal	Sweeping, mopping and sanitisation of Toilets and Wash Basins at all floors including Ground Floor	Daily Thrice
14	Internal	Cleaning and sanitisation of Mirrors, Lift Fascia, Inside lift car	Daily Thrice
15	Internal	Sweeping, mopping & cleaning of passage outside the Toilets at all floors	Daily Thrice
16	Internal	Collection of garbage from all floors	Daily Twice
17	External	Sweeping of main entrance foyeur, Guard Room, cleaning of guard railing and fire pipelines	Daily

18	External	Sweeping, cleaning, mopping of Emergency Exit Staircase at all floors	Daily
19	External	Sweeping of Open Area around the building	Daily
20	External	Sweeping of Ground Floor/Parking Area	Daily
21	External	Sweeping and Mopping of Record Room	Daily
22	External	Sweeping of Electrical Substation	Daily
23	External	Disposal of garbage to municipal corporation dump	Daily
24	External	Removal of cob webs inside and outside the building	Weekly
25	External	Wet Washing of open area around the building	Weekly
26	External	Wet Washing of Basement	Weekly
27	External	Sweeping of Electrical Substation Roof	Weekly
28	External	Sweeping of Main Building Terrace and Lift Room	Weekly
29	External	Cleaning / washing of Bike Parking Shed Roof	Weekly
30	External	Cleaning of fencing around the premises	Monthly
31	External	Cleaning of External Glass and Window Panels in the whole building	Monthly
32	Others	Cleaning/Sweeping of any other area when required by the Bank.	On Need Basis
33	Others	Cleaning of drains, sewer lines, manholes and all other areas enclosed within office complex boundaries to keep them in proper hygienic conditions.	On Need Basis
34	Others	Shifting of almirahs / furniture / items	On Need Basis
35	Others	Shifting of Records from / to record room	On Need Basis
36	Others	Removal of Bee Hive / Pigeon Nest etc	On Need Basis

In addition, other works related to general maintenance / housekeeping assigned by the Bank shall also be carried out.

**EQUIPMENT TO BE PURCHASED AND MAINTAINED**  
**BY THE CONTRATOR**

The following equipment / protective gear should be provided by the contractor for the housekeeping staff deployed.

- |   |               |
|---|---------------|
| 1. Industrial Heavy Duty Vacuum Cleaner | : 01 Nos      |
| 2. Jet Washer Heavy Duty                | : 01 Nos      |
| 3. Trolley                              | : 01 Nos      |
| 4. Waste Pan (Tasla) Large              | : 05 Nos      |
| 5. First Aid Box                        | : 01 Nos      |
| 6. Masks                                | : As required |
| 7. Aprons                               | : As required |
| 8. Gloves                               | : As required |

**Note:** The list above is indicative and actual quantity may vary depending on quantum of work

7. **Inspection:** The Officer(s) / Caretaker of NABARD may at any time inspect the maintenance / housekeeping works as well as inspect the stock of items/articles held in NABARD or deemed to be in possession of the contractor and the contractor shall give all assistance in this behalf.
8. **Settlement of Disputes:** In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and/or by taking recourse to appropriate recovery proceedings. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person(s) deployed in NABARD. NABARD shall, in no way be responsible for settlement of such issues whatsoever.
9. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of their staff deployed by it in NABARD. In case any employee of the Agency/Service Provider so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Agency/Service Provider 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 Agency/Service Provider to NABARD or any person authorized by NABARD, on demand. Further, the Agency/Service Provider 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.
10. Work under the Agreement shall be continued by contractor during the arbitration proceedings unless otherwise directed in writing by NABARD. Save as those which are otherwise explicitly provided in the Agreement, no payment due, or payable by NABARD, to Vendor/Service Provider 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.
11. The reference to the Chief General Manager in this agreement and the schedules hereto annexed shall mean the Chief General Manager, Assam Regional Office,

Guwahati and shall include, in respect of any power exercisable by him or NABARD under this agreement and any other officers of NABARD designated by him in that behalf from time to time.

12. For any dispute, the decision of NABARD shall be final and binding upon the contractor. However, 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 through court of law in Guwahati.

## **Special Terms and Conditions**

1. NABARD does not bind itself to accept the lowest or any tender at all. NABARD also reserves the right to negotiate or partly accept any tender or all tenders received without assigning any reasons thereof.
2. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if the bid is found to be abnormally low to deliver/perform the contract.
3. NABARD reserves to change scope of work or to change the number of personnel required during the contract period/extended period in such cases pro rata payment will be made to contractor at the agreed cost.
4. NABARD reserves the right to demand change of employees, if required qualities are found lacking.
5. The contractor will not change the employees without prior approval of NABARD.
6. The property will be handed over to the Contractor on 'as is where is' basis and the contractor shall ensure proper service to a reasonably satisfactory level.

## Definitions used in the Tender/Contract Agreement

"The Bank"/ "National Bank"	Shall mean National Bank for Agriculture and Rural Development and shall include its assigns and successors.
"The party"	Shall mean M/s _____
"This Contract"	Shall mean the Articles of Agreement, the Special Conditions, the conditions, the Appendix and the specifications attached hereto which are duly signed.
"Notice in Writing"	written notice shall mean a notice in writing, typed or printed charter sent (unless delivered personally or otherwise proved to have been received) by registered post/Speed Post to the last known residential or business address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
"Act of Insolvency"	Shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any amendments /modifications thereto.
"The Works"	Shall mean work of <b>"General Maintenance and Housekeeping Contract for NABARD Assam Regional Office located at G S Road, Opp. Assam Secretariat, Dispur, Guwahati and its staff Quarters at Plot 3 &amp; Plot 4, Swahid Dileep Huzuri Path, Sarumatoria, Dispur, Guwahati - 781006 w.e.f. 01.04.2023 to 31.03.2025"</b> .

## Clarifications

Clarifications, if any, regarding the tender shall be address my mail to following email id – [dpsp.Guwahati@nabard.org](mailto:dpsp.Guwahati@nabard.org).

## Declaration by the Tenderer

We/I have read and understood fully all the instructions/conditions made above and we/I have taken into account the above Instructions/Terms and Conditions while quoting the rates. We/ I accept all the above Terms and Conditions without any reservation, in all respects.

(Signature with date of Authorized Signatories with seal of the firm)

Name & Designation :

\_\_\_\_\_

**Annexure I****Information about the Tenderer**

1. Name of the Tenderer	
a. Head Office	
b. Registered Office at Guwahati with details of Contact Person and Telephone Number	Provide details along with copy of Address Proof
c. E-Mail Address	
d. Name and Contact Details of the Nodal Officer for tender	
2. Type of the Organization (whether Sole Proprietorship/ Partnership/ Private Limited/ Limited or Cooperative Body etc.)	
3. Name of the Proprietor / Partners/ Directors of the organization	(a) (b) (c) (d)
4. Details of Registration (Whether Partnership firm, Company, etc.) - Registering Authority, Date, Registration No., etc. mentioning the business/ activity of the firm	Provide details along with copy of relevant certificate
5. Date of commencement of Business in the field of General Maintenance and Housekeeping of high rise office buildings or similar facilities.	
6. Number of sweepers / cleaners available in the organization	(Details to be furnished in separate sheet)



7. Annual turnover of the company during last 3 years duly certified by a CA.	Attach CA Certificate and balance sheet/ P&L a/c statement and IT returns of the firm of last 3 years. FY 2021-22: FY 2020-21: FY 2019-20:
8. Whether any Civil Suit/Litigation arisen in the contracts executed during the last 5 years/being executed. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and date and brief details of litigation	
9. Whether registered with EPFO	Provide details along with copy of relevant certificate
10. Whether registered with ESIC	Provide details along with copy of relevant certificate
11. Whether registered for GST	Provide details along with copy of relevant certificate
12. PAN details	Provide details along with copy of relevant certificate

13. Name and address of Bankers.

Name of Bank

Branch and Address

Account No

Type of Account IFSC Code

Name of Bank

Branch and Address

Account No

Type of Account IFSC Code

**[Enclose a cancelled cheque of principal banker]**

14. Details of places where General Maintenance and Housekeeping services has been provided in Offices of Govt./PSUs/Public Limited Company / reputed private organizations in the past 5 Years.

Sl	Organization	Work Description with Area or Number of Rooms	Contract		Contract Value (Rs.)	Manpower Deployed	Name, Designation, Contact and email of authorized official at the organization responsible for the contract
			From	To			
1							
2							
3							
4							
5							
.							
.							

*\* Copy of relevant work orders, work completion certificates, experience certificates should be enclosed.*

15. I/We have submitted an amount of **₹ 85,000/- (Rupees Eighty Five Thousand Only)** towards Earnest Money Deposit (EMD) by remitting the amount through NEFT into the account below and UTR No is \_\_\_\_\_.

Payee Name : NABARD

Current Account No : NABADMN12

Name of the Bank : NABARD Head Office, Mumbai

IFSC Code : NBRD0000002

Signature of Tenderer with date & Seal of the firm

**DRAFT AGREEMENT**

(On non-judicial stamp paper of value Rs 300/-)

**THIS AGREEMENT** is made at Guwahati on this \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

**BETWEEN**

National Bank for Agriculture and Rural Development (NABARD), a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051, having one of its Regional Office at G S Road, Opp. Assam Secretariat, Dispur, Guwahati 781006 herein after referred to as "NABARD" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the ONE PART.

**AND**

M/s \_\_\_\_\_ (Proprietorship/partnership/firm/ Company) incorporated/registered under \_\_\_\_\_ Act, \_\_\_\_\_, and having its place of business at \_\_\_\_\_ hereinafter referred to as 'Agency/Service Provider' (which expression shall unless repugnant to the context meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

**WHEREAS**

2. NABARD is desirous of awarding of outsourcing the work of Annual Contract for General Maintenance and Housekeeping Services at NABARD Assam Regional Office located at G S Road, Opp. Assam Secretariat, Dispur, Guwahati 781 006 and its Staff Quarters at Plot 3 & Plot 4, Swahid Dileep Huzuri Path, Sarumatoria, Dispur, Guwahati 781006 (Hereinafter referred to as the said Regional Office) for the works specified in the scope of work and whereas the Agency/Service provider has offered to undertake the general maintenance and housekeeping NABARD Assam Regional Office Guwahati as per the scope of work and details indicated in the instructions.
3. NABARD in consideration of the conditions and covenants to be observed by the Agency/Service provider has agreed to permit the Agency/Service provider to carry out General Maintenance and Housekeeping Services at NABARD Assam Regional Office and allied works as hereinafter set out.

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

1. The contract shall commence from 01.04.2023 and shall continue till 31.03.2025 (for a period of 02 Years) unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of service, breach of contract, reduction

or cessation of the requirements etc.

2. The contract may be extended after the expiry of the initial contract period of 02 Years, for a maximum period of two years, one year at a time, subject to satisfactory performance. Revision to rates of any component, other than minimum wages and statutory wage components, shall only be allowed after initial contract period on mutually agreement basis. The Agency/Service Provider shall, in that event, make a request in writing in this behalf to NABARD one month prior to the expiry of the current contract/extended contract period.
3. The Agency/Service provider shall provide to NABARD an interest free Performance Security Deposit of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (Interest Free).
4. The Agency/Service provider shall provide manpower as tabulated below for carrying out General Maintenance and Housekeeping Services at NABARD Assam Regional Office.

Sl	Manpower	Type	Number of Personnel Required	Timings
1	Supervisor	Unskilled Supervisory	1	07.30 AM to 09.30 AM 10.30 AM t 12.30 AM 01.30 PM to 05.30 PM
2	Cleaners (Male)	Unskilled	6	
3	Cleaners (Female)	Unskilled	1	

5. As compensation for provision of General Maintenance and Housekeeping Services at NABARD Assam Regional Office as per the details given in Scope of Work in the tender document and allied works, NABARD shall pay the contractor as per **Schedule I** of the agreement.
6. The Scope of Work as enumerated in **Schedule II** of the agreement and other terms and conditions / statutory compliances as mentioned in the tender document is part and parcel of this contract and binding on the parties. The Agency/Service provider shall ensure that all items of works specified in the scope of work are carried out, to the satisfaction of the Bank.
7. 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. Any penalty imposed on NABARD by any statutory authority on this account shall be directly recovered from contractor's any bill or earnest money deposited with NABARD. The contractor shall indemnify NABARD of any responsibility on this account and or any penalties imposed on the Contractor's part.
8. The Contractor should have valid license for carrying out the work relating to this Contract as per the existing laws, should be efficient and have highly technically skilled man power. The workmen employed by the Contractor should also have the experience in their trade.
9. 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 register of his staff employed at various sites

and wage register for payment (at least minimum wages as per Center or State Govt. whichever is higher shall be paid) 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.

10. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of 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.
11. The contractor should ensure timely payment to its personnel deployed in the premises and compliance of all statutory provisions relating to Minimum Wages Act 1948, Provident Fund and Employees State Insurance, etc. (Amended time to time) in respect of the persons deployed by them in NABARD. The payment of wages shall not be linked to the payment of bills from NABARD.
12. The Contractor shall be responsible to fulfil all the obligations in connection with other labour laws, leave, salary, uniform, identity cards, ex-gratia etc. (as applicable). The contractor shall liaise with Labour Deptt. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.
13. The Contractor should arrange to obtain necessary insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy (CAR 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 immediately after award of work. The CAR policies are required to be at least 1.25 times of the contract value.
14. The contractor shall maintain all statutory registers under the applicable law. The Agency/Service Provider shall produce the same, on demand, to NABARD or any other authority under law.
15. The Contractor shall be fully responsible and shall indemnify the Bank 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 decision of the Bank in this regard shall be final and binding.
16. The bank shall pay to the Contractor, on monthly basis, General Maintenance and Housekeeping charges as indicated in schedule I of agreement against the satisfactory service and bills raised by the contractor. No overtime allowance or any compensation of any other kind shall be payable by the Bank to any person including supervisor employed by the Contractor for duties at the said premises.
17. The Bank shall deduct income tax/TDS and any other taxes which it may be required to, under any law for the time being in force, from the payment to be made to the Contractor for the services rendered to the Bank. A certificate of tax so deducted at source in the prescribed format will be issued to the Contractor.
18. While submitting the monthly bill, the contractor shall submit all the required documents/statements/ work completion reports countersigned by the Caretaker of

the Bank as desired and/or demanded. Further, the proof of statutory payments such as Minimum Wages, EPF and ESI to contract workers for the preceding month are to be produced by contractors for settlement of bills of succeeding month.

19. The compensation shall normally be payable to the party by NABARD within 02 weeks from the date of receipt of the bill (complete in all respect as specified by NABARD from time to time) for the month for which services have been rendered to the satisfaction of the Bank. The payment of wages shall not be linked to the payment of bills from NABARD.
20. NABARD reserves the rights to levy penalty for unsatisfactory performance as mentioned under.
  - a. In case of unsatisfactory performance or when unsatisfactory maintenance / housekeeping is brought to the notice of Bank by any staff, Rs 500/- per incident will be deducted from the monthly bill.
  - b. In case of inappropriate behavior by deployed personnel, Rs 500/- per incident will be deducted from the monthly bill when such incident is brought to the notice of Bank by any staff.
  - c. The amount of penalty to be recovered for misuse / damage / breakages of equipment / articles provided by the bank, except due to fair wear and tear, shall be finalised by NABARD at its own discretion.
  - d. Such penalty shall be recovered from monthly bills / performance security deposit / any other payment due to the contractor.
21. The Vendor/Service Provider shall keep and maintain, at a conspicuous place in the said premises a complaint/suggestion register in which complaints/suggestions, if any, could be recorded by the concerned and the complaint/suggestion register shall be open to inspection by the Chief General Manager or officer(s) of the Bank so deputed by him. The Vendor/Service Provider shall put up the complaint register once in a week on Monday mornings and if Monday were to be a public holiday or by any other reasons the Bank remains closed on any Monday, the same shall be submitted on the next working day immediately following that Monday. The Chief General Manager will take such action in respect of each complaint or suggestion as the case may be and the Vendor/Service Provider shall be obliged to take remedial/rectification measures as instructed by the Chief General Manager.
22. The Agency/Service Provider should carry out the rotation of its deployed staff within its client organization during the contract period.
23. The contract shall normally expire after Two years i.e. 31.03.2025, if no further extension is given. The contract shall be terminated by the bank immediately without any notice in case of the following cases and the security deposit with the bank shall be forfeited.
  - a. Breach of Agreement or Repeated unsatisfactory performance. The Contractor shall not be entitled to any compensation for such termination.
  - b. Non compliance of labour laws, minimum wages and other statutory acts / laws in vogue as required by the contract.
  - 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 agreement 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.
24. The Contractor shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person(s) deployed in NABARD. NABARD shall, in no way be responsible for settlement of such issues whatsoever.
- a. All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement shall be resolved amicably
  - b. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, such unsettled dispute or difference shall be referred for arbitration by sole arbitrator, mutually agreed upon by the parties, in accordance with the Arbitration and Conciliation Act, 1996.
  - c. If no agreement is arrived at within 60 days from the date of receipt of notice by the other party, as to who shall be the sole arbitrator, NABARD shall send to the Vendor/Service Provider, a list of names of three persons who shall be presently unconnected with NABARD. Vendor/Service Provider shall on receipt of the names as aforesaid, select any one of the persons so named to be appointed as the sole arbitrator and communicate his name to NABARD within 30 days of receipt of the names. NABARD shall thereupon without any delay appoint the said person as the sole arbitrator.
  - d. If Agency/Service Provider fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform NABARD accordingly, NABARD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to Vendor/Service Provider/Service Provider.
  - e. If the person so appointed is unable or unwilling to act or refuses his/her appointment or vacates his/her office due to any reason whatsoever, another person shall be appointed by NABARD from the above list of persons. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.
  - f. The venue of the arbitration shall be Guwahati under the exclusive jurisdiction of the courts at Guwahati only.
  - g. The award shall be final and binding on both the parties.
25. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of their staff deployed by it in NABARD. In case any employee of the Agency/Service Provider so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Agency/Service Provider 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 Agency/Service Provider to NABARD or any person authorized by NABARD, on demand. Further, the Agency/Service Provider 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.

26. Work under the Agreement shall be continued by contractor during the arbitration proceedings unless otherwise directed in writing by NABARD. Save as those which are otherwise explicitly provided in the Agreement, no payment due, or payable by NABARD, to Vendor/Service Provider 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.
27. The reference to the Chief General Manager in this agreement and the schedules hereto annexed shall mean the Chief General Manager, Assam Regional Office, Guwahati and shall include, in respect of any power exercisable by him or NABARD under this agreement and any other officers of NABARD designated by him in that behalf from time to time.
28. If the Chief General Manager so considers that the situation so warrants then he shall be entitled to terminate this agreement without giving any prior notice and also without assigning any reason in writing and the Agency/Service provider shall not be entitled to any compensation in the event of such termination. However, in normal course the agreement can be terminated by the Vendor/Service Provider by giving three months' notice and by the Bank by giving one month's notice.
29. Any notice, for the purpose of this contract, has to be sent in writing to the other party by registered post with 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.
30. On expiry of or on early termination of the contract, the Contractor and his staff shall vacate the said premises, without in any way causing any damage to the said premises and/or the property therein.
31. The agreement shall be interpreted and have effect in accordance with the law of India.
32. The terms and conditions as enumerated in tender is part and parcel of this contract and binding on the parties. The Vendor/Service Provider shall ensure that all items of work specified in the scope of work is attended to.
33. This agreement is being executed in duplicate. NABARD shall keep the original and the Agency/Service Provider shall keep the duplicate.
34. The Agency/Service Provider shall bear the expenses for stamp duty on this Agreement for both the original and the duplicate copy.

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

Signed, sealed and delivered

By Shri

Signed, sealed and delivered

By Shri

CGM/GM/DGM

for and on behalf of NABARD

the duly authorized signatory

for and on behalf of the Agency/



In the presence of

1.

2.

Service Provider

In the presence of

1.

2.

## SCHEDULE - I OF AGREEMENT

### MONTHLY PAYMENT TO BE MADE BY NABARD TO THE CONTRACTOR

Sl	Nature of Work	Type	Number of Personnel	Timings	Total Monthly Wages Including Service Charge
1	Supervisor	Unskilled supervisory	1	07.30 AM to 09.30 AM 10.30 AM t 12.30 AM 01.30 PM to 05.30 PM	
2	Cleaner (Male)	Unskilled	6		
3	Cleaner (Female)	Unskilled	1		
Monthly AMC Charge for General Maintenance and Housekeeping at Regional Office (Sl1+Sl2+Sl3)					
In Words:					

The above charges inclusive of Reliever Charge, Service Charge, GST, Supervisory Charges, if any.

The charges are as per Minimum Wages payable to employees in Building Operations deployed in Area 'B' for 8 Hours Shift per Day, with effect from 01.10.2022. The same will be revised as and when the rates are revised by the Chief Labour Commissioner (Central).

## **SCHEDULE - II OF AGREEMENT**

### **Scope of Work**

1. The contractor will be responsible for **General Maintenance and Housekeeping at NABARD Assam Regional Office located at G S Road, Opp. Assam Secretariat, Dispur, Guwahati 781006 and its Staff Quarters located at Plot 3 & Plot 4, Swahid Dileep Huzuri Path, Sarumatoria, Dispur, Guwahati 781006.**
2. The Regional Office comprises of G+6 Floors, total 20 washrooms, basement, record room, electrical substation, canteen area, kitchen area, lounge area (1<sup>st</sup> floor & 2<sup>nd</sup> floor), parking shed, terraces (2<sup>nd</sup> floor and top floor) and common areas. The said premises includes all the covered areas within the boundary wall and also the vacant/fallow land falling within the boundary wall and pucca construction between the gate and the road.
3. The scope may increase or decrease during the contract period. The minimum manpower required is as tabulated below.

Sl	Nature of Work	Type	Number of Personnel	Timings
1	Supervisor	Unskilled supervisory	1	07.30 AM to 09.30 AM 10.30 AM to 12.30 AM 01.30 PM to 05.30 PM
2	Cleaner (Male)	Unskilled	6	
3	Cleaner (Female)	Unskilled	1	

4. Keeping the number of floors, wash rooms, other rooms and Common area in view, the contractor should deploy personnel as mentioned above in such a way that all the works are attended to with good quality and as per promulgated schedule..
5. **General Behavior of Personnel:** The personnel deployed by the contractor must have experience in general maintenance and housekeeping at offices and should be polite, cordial, positive and efficient, while handling the assigned work. Necessary grooming should be done by the contractor before deploying them at site.
  - h. The workers / personnel deployed should wear uniforms displaying contractor firm's name and must carry ID card issued by the contractor during the working hours. The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations under this Contract.
  - i. The contractor is also required to submit the list of workers with photo ID, 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.
  - j. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during the period his staff works in NABARD premises.
  - k. The contractor shall ensure that the persons deployed for the work are well conversant with the operation of fire extinguishers.

- l. The Contractor shall ensure that the deployed personnel should not:-
    - v. Be under the influence of drugs, alcohol, tobacco, pan, gutkha etc. when inside the Bank's premises.
    - vi. Undertake any private work inside or outside the Bank's premises.
    - vii. Involve in any altercations with staff or in any act of indiscipline / misconduct / theft / pilferage, which results in any loss to NABARD in kind / cash / reputation.
    - viii. Suffer from any communicable diseases.
  - m. The contractor shall submit Police Verification Certificate and Health Certificate from a registered medical practitioner not less than MBBS for all the personnel deployed at Bank's premises.
  - n. Any indecent behavior / suspicious activities of the personnel deployed shall be viewed seriously and a suitable penalty shall be imposed on contractor or the personnel shall be removed.
- 6. General Works:** The contractor shall ensure that general maintenance and housekeeping work at NABARD Towers is carried out as per schedule to the satisfaction of the Bank. The contractor shall ensure that his personnel shall carryout the following works in NABARD Tower.
- a. The cleaning materials and consumables etc. shall be provided by NABARD as per actual requirement. The Bank may direct the vendor to supply the same to the Bank on MRP basis, at Bank's discretion. The contractor has to give indent for such items to the Assistant Care Taker (ACT)/Care Taker (CT) well in advance. Proper record of the material received and consumed shall be maintained by the contractor and submitted to NABARD for inspection/verifications as and when required.
  - b. The contractor will maintain records of day-to-day remedial work and materials required/used for the same.
  - c. The contractor shall maintain and update any or all registers/documents relating to maintenance work, as asked to do from time to time by the Bank, for attending complaints and up-keeping the premises etc.
  - d. The contractor shall keep, at conspicuous and specified places complaint book/books in which complaints and suggestions, if any, may be recorded and the complaint book/books shall be open to inspection by the officers of the Bank.
  - e. The maintenance contractor shall put up complaint book/books/registers on every 15th day of the month and if the same were public holiday the same may be submitted on the next working day immediately following that day to care taker.
  - f. Contractor will also inform to the Bank about compliance of the complaints.

### **WORKS TO BE CARRIED OUT AND SCHEDULE**

<b>Sl</b>	<b>Area</b>	<b>Work</b>	<b>Frequency</b>
1	Internal	Dusting, Cleaning, Scrubbing, Mopping of all Floors and cabins including store rooms in each floor as also lounge area (1 <sup>st</sup> floor and 2 <sup>nd</sup> floor), canteen area	Daily
2	Internal	Provision of towels, napkins and paper tissues in Senior Officer's Cabins in all floors	Daily
3	Internal	Dusting and Cleaning of Work Stations, Chairs, Cup Boards, Fire Extinguishers at all floors	Daily
4	Internal	Cleaning of Internal Cable and Pipe Duct	Daily
5	Internal	Dusting, Cleaning, Scrubbing, Mopping of Electrical Room, Sports Room	Daily
6	Internal	Cleaning of AC Plant ATUs ROOMs at all floors and Lift Room	Daily
7	Internal	Cleaning of Water Coolers (Front Fascia) at all floors	Daily
8	Internal	Cleaning of Conference Hall at 1 <sup>st</sup> floor, Mini Conference Hall at 2 <sup>nd</sup> floor, Terrace at 2 <sup>nd</sup> floor and top Floor Terrace	Daily
9	Internal	Cleaning, Mopping of Lounge Area (1 <sup>st</sup> and 2 <sup>nd</sup> Floor) and Canteen Area (1 <sup>st</sup> Floor)	Daily
10	Internal	Cleaning of Kitchen – Canteen and Lounge (1 <sup>st</sup> floor and 2 <sup>nd</sup> floor)	Weekly Once
11	Internal	Sweeping, cleaning, mopping of Staircases, Ventilators and Fire Extinguishers at all floors	Daily
12	Internal	Cleaning of Internal Glass and Window Panels in the whole building	Daily
13	Internal	Sweeping, mopping and sanitisation of Toilets and Wash Basins at all floors including Ground Floor	Daily Thrice
14	Internal	Cleaning and sanitisation of Mirrors, Lift Fascia, Inside lift car	Daily Thrice
15	Internal	Sweeping, mopping & cleaning of passage outside the Toilets at all floors	Daily Thrice
16	Internal	Collection of garbage from all floors	Daily Twice
17	External	Sweeping of main entrance foyeur, Guard Room, cleaning of guard railing and fire pipelines	Daily

18	External	Sweeping, cleaning, mopping of Emergency Exit Staircase at all floors	Daily
19	External	Sweeping of Open Area around the building	Daily
20	External	Sweeping of Ground Floor/Parking Area	Daily
21	External	Sweeping and Mopping of Record Room	Daily
22	External	Sweeping of Electrical Substation	Daily
23	External	Disposal of garbage to municipal corporation dump	Daily
24	External	Removal of cob webs inside and outside the building	Weekly
25	External	Wet Washing of open area around the building	Weekly
26	External	Wet Washing of Basement	Weekly
27	External	Sweeping of Electrical Substation Roof	Weekly
28	External	Sweeping of Main Building Terrace and Lift Room	Weekly
29	External	Cleaning / washing of Bike Parking Shed Roof	Weekly
30	External	Cleaning of fencing around the premises	Monthly
31	External	Cleaning of External Glass and Window Panels in the whole building	Monthly
32	Others	Cleaning/Sweeping of any other area when required by the Bank.	On Need Basis
33	Others	Cleaning of drains, sewer lines, manholes and all other areas enclosed within office complex boundaries to keep them in proper hygienic conditions.	On Need Basis
34	Others	Shifting of almirahs / furniture / items	On Need Basis
35	Others	Shifting of Records from / to record room	On Need Basis
36	Others	Removal of Bee Hive / Pigeon Nest etc	On Need Basis

In addition, other works related to general maintenance / housekeeping assigned by the Bank shall also be carried out.

**EQUIPMENT TO BE PURCHASED AND MAINTAINED**  
**BY THE CONTRACTOR**

The following equipment / protective gear should be provided by the contractor for the housekeeping staff deployed.

- |   |               |
|---|---------------|
| 1. Industrial Heavy Duty Vacuum Cleaner | : 01 Nos      |
| 2. Jet Washer Heavy Duty                | : 01 Nos      |
| 3. Trolley                              | : 01 Nos      |
| 4. Waste Pan (Tasla) Large              | : 05 Nos      |
| 5. First Aid Box                        | : 01 Nos      |
| 6. Masks                                | : As required |
| 7. Aprons                               | : As required |
| 8. Gloves                               | : As required |

**Note:** The list above is indicative and actual quantity may vary depending on quantum of work.

# Contract for General Maintenance and Housekeeping Services at NABARD, Assam Regional Office (NBT)

**(01.04.2023 2022 to 31.03.2025)**

## PRICE BID

**(Per Month calculation)**

Sr.No.	Details	Supervisor on 8 Hrs Shift (Unskilled Supervisory) (Rs)	Cleaners on 08 Hrs Shift (Unskilled) Quarters (Rs)	Cleaners on 08 Hrs (Unskilled ) (Office) (Rs)	Lady Cleaners on 08 Hrs (Unskilled) (Rs)	Grand Total
		(A)	(B)	(C)	(D)	
1	Minimum Wages (Including VDA) per staff per day	671	595	595	595	2456
2	Effective No of days per month	26	26	26	26	104
3	Minimum Wages (Including VDA) per staff Per Month	17446	15470	15470	15470	63856
4	No of Staff Required to be deployed	1	1	5	2	9
5	Minimum Wages (Including VDA) Per Month SI (3) X SI (4)	17446	15470	77350	30940	141206
6	ESI @ 3.25% of SI (5) The contributions are payable where the monthly wages are below Rs.21,000/- or revised from time to time.	567.00	502.78	2513.88	1005.55	4589.195
7	EPF+EDLI Admin Charges @ 13 % of SI (5) (The contributions are payable on maximum wage ceiling of Rs.15,000/- per month or revised from time to time.)	1950	1950	9750	3900	17550
8	Bonus @ 8.33% of SI (5)	1453.25	1288.65	6443.26	2577.30	11762.4598
9	Total Wages for all personnel Per Month (5+6+7+8)	21416.25	19211.43	96057.13	38422.85	175107.65
					<b>Rounded Off</b>	<b>175418.00</b>
10	Service Charge @ _____ % of SI (5) (Service charges less than or equal to the applicable TDS (IT-TDS and/or GST-TDS) would be treated as unresponsive and invalid, which are liable for rejection)				_____% (Percentage)	
11	Grand Total Wages Per Month including Service Charge SI (9) + SI (10)					
<b>(Per Month calculation)</b>						
12	Monthly AMC Charge for General Maintenance and Office (SI 11)					
13	GST @ 18 %					
<b>Total Monthly AMC Charge : (Sr.12 + Sr.13)</b>						
Total Monthly AMC Charge for General Maintenance and Housekeeping at Regional Office Rounded Off to the next Rupee						
Total Monthly AMC Charge for General Maintenance and Housekeeping at Regional Office Rounded Off to the next Rupee In Words						
Signature of Authorized Signatories						

### NOTE:

1. Rates shall have to be quoted both in words and figures
2. Rates should be firm for first 2 years of Contract period. Revision to rates of any component, other than minimum wages and statutory wage components, shall only be allowed on mutually agreement basis after 2 years.
3. The charges indicated above are as per Minimum Wages payable to employees in Building Operations deployed in Area 'A' for 8 Hours Shift per Day, with effect from 01.10.2022. The same will be revised as and when the rates are revised by the Chief Labour Commissioner (Central).
4. The above Total Cost Per Head at Serial 11 should include Service Charge, GST, Supervisory Charges, if any. The cleaning materials for cleaning and housekeeping will



be supplied by NABARD or is to be supplied by the vendor on reimbursement basis.

5. Service Charges claimed by contractor should include management and supervisory charges including Contractor's Profit, materials required on monthly basis wherever the tender requires the contractor to bear the cost of materials, tools and equipment as per requirement, uniform for labourers, other overheads, etc.
6. Bids quoted with administrative/service charges less than or equal to the applicable TDS (IT-TDS and/or GST-TDS) would be treated as unresponsive and invalid, which are liable for rejection.

(Signature with date of Authorized Signatories)

Name:

Designation:

Seal of firm