



National Bank for Agriculture and Rural Development

**Department of Premises, Security and Procurement,
Jammu & Kashmir Regional Office, Jammu**

Email: dpsp.jammu@nabard.org

**Tender for General Maintenance of The Office Premises,
Housekeeping, Cleaning and Sweeping
at NABARD's Office Premises in Jammu, 180012**

The Tender Document can be downloaded from NABARD's website
<http://www.nabard.org>



Part-I Technical Bid

**Notice Inviting Tender (NIT) for General Maintenance of The
Office Premises, Housekeeping, Cleaning and Sweeping at
NABARD's Office Premises in Jammu, 180012**

Important dates and information

Date of issue of Tender	13 February 2023
Time and last date for submission of Tender	1400 hrs. on 06 March 2023
Earnest Money Deposit (EMD)	Rs.75,778/-
Time and date of opening of Technical Bids	1530 hrs. on 06 March 2023
Time and date of opening of Commercial Bids	Will be communicated to technically qualified bidders.

Tender Documents to be submitted and addressed to:
The Chief General Manager,
National Bank for Agriculture and Rural Development (NABARD), J&K Regional
Office, Railway Road (Near Saraswati Dham), Railhead Complex, Jammu-180012

INDEX

S. No.	DESCRIPTION	PAGE NO.
1	NOTICE INVITING TENDER	4
2	SCHEDULE OF EVENTS	10
	PART-1 (TECHNICAL BID)	
3	INSTRUCTIONS TO BIDDERS	13
4	ELIGIBILITY OF THE BIDDER	21
5	SAFETY CONDITIONS OF THE CONTRACT	23
6	SCOPE OF WORK	24
7	BASIC INFORMATION OF THE CONTRACTOR (ANNEXURE-I)	28
8	PREVIOUS EXPERIENCE (ANNEXURE-II)	30
9	CHECK-LIST FOR TECHNICAL BID (ANNEXURE-III)	31
10	INTEGRITY PACT (ANNEXURE-IV)	32
11	FORM OF AGREEMENT (ANNEXURE-V)	38
12	Performance Bank Guarantee (Initial Security Deposit) format (ANNEXURE-VI)	40
	PART – 2 (FINANCIAL BID)	
13	SCHEDULE OF QUANTITY AND CALCULATION SHEET SHOWING BREAK-UP OF THE RATES QUOTED (ANNEXURE- VIII)	44

निविदा आमंत्रण सूचना

1. दिनांक 01.04.2023 से 31.03.2025 की अवधि के लिए 'नाबार्ड टॉवर, रेलवे रोड, जम्मू-180012 में कार्यालय परिसर के सामान्य रखरखाव, हाउसकीपिंग, सफाई और झाड़ू लगाने' के लिए ऑनलाइन निविदा आमंत्रित की जाती है। इस इमारत में कुल 45000 वर्ग फुट (लगभग) के निर्मित क्षेत्र के साथ 6 मंजिलें + बेसमेंट हैं। भवन में अधिकारियों और कर्मचारियों के केबिन और कार्यस्थल के अलावा 1 अधिकारी का लाउंज, रसोई, खुले क्षेत्र आदि हैं। इसके अलावा, बोलीदाताओं को सलाह दी जाती है कि वे साइट का दौरा करें, मौजूदा स्थितियों का सर्वेक्षण करें ताकि किए जाने वाले कार्यों की प्रकृति से परिचित हो सकें और खुद को संतुष्ट कर सकें और अपनी दरें उद्धृत करने से पहले नाबार्ड से आवश्यक सभी स्पष्टीकरण प्राप्त कर सकें। बोलीदाताओं को सलाह दी जाती है कि वे साइट का दौरा करें, मौजूदा स्थितियों का सर्वेक्षण करें ताकि किए जाने वाले कार्यों की प्रकृति से खुद को परिचित और संतुष्ट कर सकें और अपनी दरें उद्धृत करने से पहले नाबार्ड से सभी आवश्यक स्पष्टीकरण प्राप्त कर सकें।
2. इच्छुक पार्टियां नाबार्ड की वेबसाइट (www.nabard.org) से निविदा दस्तावेज डाउनलोड कर सकती हैं। मुख्य महाप्रबंधक, नाबार्ड क्षेत्रीय कार्यालय, नाबार्ड टॉवर, रेलवे रोड, जम्मू को संबोधित ऑनलाइन निविदा को समय पर जमा किया जाना चाहिए।
3. नाबार्ड जम्मू और कश्मीर क्षेत्रीय कार्यालय के साथ सूचीबद्ध या समान संगठनों के साथ समान प्रकृति के कार्य करने का अनुभव रखने वाले ठेकेदार ही कार्य के लिए निविदा प्रस्तुत कर सकते हैं।
4. **बयाना राशि:**
निविदाकर्ता नीचे दिए गए विवरण के अनुसार सीधे हमारे चालू खाते में राशि जमा करके रु.75,778/- (रुपये पचहत्तर हजार सात सौ अठहत्तर मात्र) की बयाना राशि (ईएमडी) जमा करेगा, ऐसा न करने पर निविदा खारिज कर दिया जाएगा। बोलीदाताओं द्वारा जमा की गई ईएमडी पर कोई ब्याज नहीं दिया जाएगा। बयाना जमा राशि उन निविदाकारों को वापस कर दी जाएगी, जिनके प्रस्ताव निविदा खोलने के 30 दिनों के भीतर स्वीकार नहीं किए गए हैं और सफल बोली लगाने वाले के मामले में इसे अनुबंध के अनुसार फर्म द्वारा दायित्वों के उचित प्रदर्शन के लिए ब्याज मुक्त सुरक्षा जमा के रूप में रखा जाएगा। भारत सरकार द्वारा जारी एमएसई खरीद नीति में परिभाषित एमएसई या केंद्रीय खरीद संगठनों के साथ पंजीकृत या नाबार्ड के साथ सूचीबद्ध बोलीदाताओं को ईएमडी के भुगतान से छूट दी गई है।
5. बयाना राशि जमा पर नाबार्ड द्वारा कोई ब्याज नहीं दिया जाएगा। बयाना राशि के बिना निविदाएं अस्वीकृति के लिए उत्तरदायी होंगी। नाबार्ड के खाते का विवरण नीचे दिया गया है:-

खाते का नाम : National Bank for Agriculture and Rural Development
Payee Name: NABARD

चालू खाता संख्या : NABADMN17

बैंक का नाम : NABARD

Head Office, Mumbai

IFSC Code: NBRD00000002

6. निर्धारित निविदा प्रपत्र में दो अलग-अलग लिफाफों में मुहरबंद निविदाएं जिनके ऊपर " नाबार्ड टॉवर, रेलवे रोड, जम्मू में कार्यालय परिसर का सामान्य रखरखाव, हाउसकीपिंग, सफाई और झाड़ू " भाग-1 (तकनीकी बोली)" और " नाबार्ड टॉवर, रेलवे रोड, जम्मू में कार्यालय परिसर का सामान्य रखरखाव, हाउसकीपिंग, सफाई और झाड़ू" भाग-2 (वित्तीय बोली) लिखा हो "मुख्य महाप्रबंधक, राष्ट्रीय कृषि और ग्रामीण विकास बैंक, नाबार्ड, जम्मू-कश्मीर क्षेत्रीय कार्यालय, सरस्वती धाम के पास, रेलवे रोड, जम्मू- 180012" को संबोधित नियत तिथि पर 14.00 बजे तक ऑनलाइन अपलोड किया जाएगा। निविदा के भाग-1 में आवश्यक ईएमडी के साथ पूर्व-अर्हता बोली/तकनीकी बोली (अनुलग्नक II में पात्रता शर्तों से संबंधित सहायक दस्तावेज) शामिल होंगे। निविदा के भाग-2 में निर्धारित प्रारूप में केवल वित्तीय बोली शामिल होगी।

नोट: एक ही लिफाफे में प्रस्तुत निविदाएं स्वीकार नहीं की जाएंगी और संबंधित निविदाकारों को बिना खोले वापस कर दी जाएंगी।

7. तकनीकी बोली 3 मार्च 2023 को 1530 बजे बोलीदाताओं या उनके अधिकृत प्रतिनिधियों की उपस्थिति में खोली जाएगी जो उपस्थित होना चाहते हैं। मूल्य बोली खोलने की तिथि सफल बोलीदाताओं को सूचित की जाएगी।

8. नाबार्ड किसी भी निविदा को पूरी तरह या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है और नाबार्ड के लिए सबसे कम या किसी अन्य निविदा को स्वीकार करने के लिए बाध्य नहीं है। निविदा जो नाबार्ड की सभी या किसी भी शर्त को पूरा नहीं करती है या नाबार्ड द्वारा निर्दिष्ट शर्तों के अलावा बोलीदाता की अपनी शर्तों के साथ किसी भी तरह से अधूरी है, उसे अस्वीकार कर दिया जाएगा।

9. निविदा दस्तावेजों में कोई विसंगति, चूक, अस्पष्टता, यदि कोई हो, या उनके अर्थ के रूप में कोई संदेह लिखित रूप में मुख्य महाप्रबंधक, राष्ट्रीय कृषि और ग्रामीण विकास बैंक, जम्मूकश्मीर क्षेत्रीय कार्यालय-, सरस्वती धाम, रेलवे रोड, जम्मू 180012", के पास को" सूचित किया जाना चाहिए। जो इसकी समीक्षा करेगा और यदि यह महसूस किया जाता है कि मांगी गई जानकारी स्पष्ट रूप से निर्दिष्ट या निर्दिष्ट नहीं है, तो नाबार्ड सभी बोलीदाताओं को स्पष्टीकरण जारी करेगा जो निविदा दस्तावेज का हिस्सा बन जाएगा। यदि निविदा दस्तावेजों में विसंगतियां, चूक, अस्पष्टता या उनके अर्थ के बारे में कोई संदेह निविदा जमा करने की तारीख से तीन कार्य दिवस पहले नाबार्ड के ध्यान में नहीं लाया जाता है तो नाबार्ड जिम्मेदार नहीं होगा।

निविदा खोलने की तिथि से प्रस्ताव की वैधता 90 दिनों तक होनी चाहिए।

यह निविदा आमंत्रण सूचना (एनआईटी) भी निविदा दस्तावेज का हिस्सा होगी।

Sd/-

(अनामिका)

उप महाप्रबंधक

संलग्न :

1. अनुबंध I - हाउसकीपिंग के लिए किए जाने वाले कार्यों की सूची।
2. अनुबंध II - ठेकेदार की मूलभूत जानकारी।
3. अनुबंध III - पिछला अनुभव
4. अनुबंध IV - तकनीकी बोली के लिए जांच सूची
5. अनुलग्नक V- सत्यनिष्ठा समझौता
6. अनुबंध VI- समझौते का रूप
7. अनुबंध VII- निष्पादन बैंक गारंटी प्रारूप।

अस्वीकरण: नाबार्ड अपने विवेक से निविदा के इस अनुरोध पर किसी या सभी प्रतिक्रियाओं को स्वीकार या अस्वीकार कर सकता है या बोलीदाताओं से कोई अतिरिक्त जानकारी मांग सकता है। नाबार्ड वास्तविक कारणों से निविदा के लिए इस अनुरोध में निर्धारित शर्तों, प्रक्रिया और प्रोटोकॉल में अपनी आवश्यकताओं को जोड़ या संशोधित कर सकता है, जिसकी सूचना इसकी वेबसाइट पर नोटिस के माध्यम से सभी को दी जाएगी। इसके अलावा, नाबार्ड एतद्वारा बोली के प्रति किसी भी दायित्व के बिना अनुबंध प्रदान करने से पहले किसी भी समय निविदा प्रक्रिया को रद्द करने का अधिकार सुरक्षित रखता है।

Notice Inviting Tender

1. Online tender are invited for '**General Maintenance of The Office Premises, Housekeeping, Cleaning and Sweeping at NABARD Tower, Railway Road, Jammu-180012**', for the period from **01.04.2023 to 31.03.2025**. The building consists of 6 Floors+ Basement with a total built up area of 45000 sq. ft. (approx.). The building has 1 Officer's lounge, Kitchen, open areas etc., in addition to the cabins and workstations of the officers and staff. Besides, The Bidders are advised to visit the site, conduct survey of the existing conditions so as to familiarize and satisfy themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates. The Bidders are advised to visit the site, conduct survey of the existing conditions so as to familiarize and satisfy themselves with the nature of works to be carried out and get all necessary clarifications from NABARD before quoting their rates.

2. (i) Interested parties can download the tender document from the website of NABARD (www.nabard.org). We invite competitive e-tenders for the captioned work in a two-bid system and request you to upload your quotations on <https://nabard.eproc.in/ProductNABARD/publicDash> as per the eligibility criteria, scope of work and terms and conditions and other particulars as per **Annexures**.

(ii) In terms of public procurement policy for micro Small Enterprises (MSEs) Order 2012, the MSEs registered with National Small Industries Corporation under Single Point Registration Scheme for participation in Government purchases, shall be exempt from payment of cost of tender documents. Further, the vendors empaneled with the Bank will also be supplied tender documents free of cost. However, they will have to produce documentary evidence in support of seeking such exemption.

3. Contractors having experience in undertaking similar nature of work with like organizations or empaneled with NABARD JK RO may only submit Tender for the work.
4. **EARNEST MONEY DEPOSIT:** The tenderer shall deposit Earnest Money Deposit (EMD) amounting to Rs.75,778/-(Rupees Seventy Five Thousand Seven Hundred and Seventy Eight Only), by directly crediting the amount in our Current Account as per the details given below, failing which, the Tender shall be rejected. No interest shall be paid on the EMD submitted by the bidders. Earnest Money Deposit shall be refunded to those tenderers whose offers have not been accepted within 30 days of opening of Tender and in case of successful bidder it shall be retained as interest free security deposit for due performance of the obligations by the firm in terms of Contract. MSEs as defined in MSE Procurement Policy issued by Government of India or bidders who are registered with Central Procurement Organizations or empaneled with NABARD itself are exempted from payment of EMD.
5. No interest shall be paid by NABARD on Earnest Money Deposit. Tenders without Earnest Money shall be liable for rejection. The details of account of NABARD are furnished below:-

Name of Account : National Bank for Agriculture and Rural Development
Account Number (VAN) : NABADMN17

Bank Name: NABARD

Branch Name : HEAD OFFICE, MUMBAI

IFS Code: NBRD0000002

6. Sealed tenders in the prescribed tender form in two separate envelopes superscribed "General Maintenance of The Office Premises,

Housekeeping, Cleaning and Sweeping at NABARD Tower, Railway Road, Jammu” “PART-1 (TECHNICAL BID)” and "General Maintenance of The Office Premises, Housekeeping, Cleaning and Sweeping at NABARD Tower, Railway Road, Jammu” “PART-2 (FINANCIAL BID)” addressed to “The Chief General Manager, National Bank for Agriculture and Rural Development, NABARD, J& K Regional Office, near Saraswati Dham, Railway Road, Jammu- 180012” shall be uploaded online up to 14.00 hrs on the due date mentioned as above. PART-1 of the tender shall contain Pre-qualification bid/Technical bid (Support Documents pertaining to Eligibility Conditions in Annexure II) along with the required EMD. PART-2 of the tender shall contain only the financial bid in the prescribed format.

Note: Tenders submitted in a single envelope shall not be accepted and shall be returned unopened to the respective tenderers.

7. The Technical Bid shall be opened on 06 March 2023 at 1530 hours in the presence of the Bidders or their authorized representatives who choose to be present. Date of opening of Price Bid will be communicated to the successful bidders.
8. NABARD reserves the right to accept or reject any Tender, either in whole or in part and it is not binding on the part of the NABARD to accept the lowest or any other Tender. Tender which do not fulfil all or any of NABARD's conditions or are incomplete in any respect Tender with the Bidder's own conditions other than those specified by NABARD are liable to be rejected.
9. Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the “The Chief General Manager, National Bank for Agriculture and Rural Development, J&K Regional Office, near Saraswati Dham, Railway Road, Jammu 180012”, who will review the same and if it is felt that the information sought is not clearly indicated or specified, NABARD will issue clarifications to all the Bidders which will become part of the Tender Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the date of submission of the Tender.
10. Validity of offer should be 90 days from the date of opening of Tender.

This Notice Inviting Tender (NIT) shall also form part of the Tender Document.

(Anamika)
Deputy General Manager

Encl:

1. Annexure I- Basic information of the contractor.
2. Annexure II – Previous Experience
3. Annexure III – Check List for technical bid
4. Annexure IV- INTEGRITY PACT
5. Annexure V- Form of Agreement
6. Annexure VI- Performance Bank Guarantee format.

Disclaimer: NABARD may accept or reject any or all response/s to this request for Tender at its discretion or may ask for any additional information from the bidders. **NABARD may also vary its requirements**, add to or amend the terms, procedure and protocol set out in this request for Tender for bonafide reasons, which will be notified to all through notice on its website. Further, NABARD hereby reserves the right to scrap the Tender process at any time prior to the contract award without incurring any liability towards the bid.

SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be downloaded from www.nabard.org	
	From	13.02.2023
	To :	06.03.2023
Earnest Money Deposit (EMD)	The Contractor shall deposit Earnest Money Deposit for an amount of Rs.75,778/-(Rupees Seventy Five Thousand Seven Hundred and Seventy Eight Only), which can be remitted by NEFT/RTGS into NABARD's bank account as per details given below.	
Account Details of National Bank for payment of Earnest Money Deposit	Payee Name : NABARD Current Account No : NABADMN17 Name of the Bank: NABARD Head Office, Mumbai IFSC Code : NBRD00000002	
Last Date of Submission of Tender	Up to 1400 hrs. on 06 March 2023	
Opening of Technical Bids	1530 hrs. on 06 March 2023 Authorized representatives of vendors may be present during opening of the Technical Bids. Technical Bids would be opened even in the absence of any or all of the vendors' representatives.	
Opening of Price Bids	Price Bid will be opened on a subsequent date, which will be communicated to such bidders who qualify the Eligibility Criteria and Technical Bid.	

Contact Details:

Address for Communication And
submission of bid.

National Bank for Agriculture and Rural
Development (NABARD), J&K Regional Office,
Railway Road (Near Saraswati Dham), Railhead
Complex, Jammu-180012

Email : dpsp.jammu@nabard.org

Telephone No. 0191-2471035

PART – 1
(TECHNICAL BID)

INSTRUCTIONS TO THE BIDDER

1. All the pages of the Tender Document shall be signed by the Bidder.
2. NABARD takes no responsibility for delay / loss in post or non-receipt of Tender Documents.
3. Interested parties can download the tender document from the website of NABARD (www.nabard.org). We invite competitive e-tenders for the captioned work in a two-bid system and request you to upload your quotations on <https://nabard.eproc.in/ProductNABARD/publicDash> as per the eligibility criteria, scope of work and terms and conditions and other particulars as per **Annexures**.
4. Tender submitted by unauthorized agents or FAX/Telex/ Telegrams/e-mails shall not be entertained.
5. Bidders are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works and scope of work etc. and get all clarifications as necessary from NABARD to their utmost satisfaction before quoting the rates.
6. If last date of receipt of Tender and opening date happens to be a holiday, the submission and opening of Tender / Tender shall be shifted to next working day without any change of time and venue.
7. The Bidders should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tender may be rejected without making any reference to the Bidders.
8. The Tender will be opened in the presence of such Bidders or their authorized representatives who choose to be present.
9. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, scrutiny of the Tender shall be done as per NABARD's guidelines.
10. Notwithstanding anything stated above, NABARD reserves the right to assess the Bidders capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.
11. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor would be required to furnish Rate Analysis for scrutiny of the rates, as and when called for by NABARD.
12. Rates should include all Taxes (GST etc.), Duties, Octroi, Levies, Wages as per relevant Act etc. as applicable and should be firm for the entire Contract period. Under any circumstances, no price escalation, whatsoever, shall be entertained/permitted/allowed during the contract period. The bidder is expected to quote its service charge after careful analysis of cost involved considering all specifications and conditions of contract. As per Ministry of Finance vide its OM No.29(1)/2014-PPD dated 28.1.2014, if a firm quotes nil

charges or consideration the bid shall be treated as unresponsive and will not be considered. The service charges cannot be below statutory deductions.

13. Monthly payment will be made based on bill submitted by the contractor and certified by representative of NABARD to the effect that work has been done as per scope of work and the complaints recorded in the Registers are attended properly. The Contractor has to get the Signature of the Assistant Caretaker (ACT)/Caretaker (CT)/Site Supervisor or any other person authorised by NABARD after completion of the respective work.
14. Income Tax, Works Contract Tax and other taxes as applicable, will be deducted at Source from the total payments due.
15. NABARD will not be under any liability whatsoever, to pay any compensation to the persons deployed by the contractor if they sustain any injury etc., while discharging the duties in the said premises. The contractor shall get them insured against any liability under the Employee Compensation Act or any accident at his (contractor's) own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The Contractor shall be fully responsible and shall compensate NABARD with suitable Insurance cover in the event of any damage to persons or material, injury /damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workforce.
16. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.
17. The contractor shall deploy such minimum number of qualified and experienced staff as indicated in by the contractor to ensure that the work is attended to in time as per the scope of work of the Tender, to the satisfaction of NABARD.
18. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules the contractor shall pay the personnel deployed in NABARD, their wages in accordance with the minimum Wages Act, 1948 on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed in NABARD. Tender/bids not complying with the minimum wages payment are liable to be rejected which will be ascertained on the basis of Section -IV submitted by the contractor. The contractor shall, for all intents and purposes, be the "Employer" within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so

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

19. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be responsible in any manner in the event of non-compliance with various labour laws in force by the contractor and the onus of compliance lies solely with the contractor. The contractor is advised to maintain attendance register of his staff employed/deployed at various sites and wage register for payment (at least minimum wages as per Central or State Govt., whichever is higher, shall be paid) with all records up to date as per the labour regulations. The contractor may be asked to submit to NABARD the monthly payment records to the staff employed by him. The contractor is advised to ensure that the payment is regularly credited to the bank account of the individual staff employed and pay-slips for respective payments are duly issued regularly. NABARD may ask for past pay-slips and payment records to be submitted along with the monthly bill. In case wages are required to be disbursed in cash, the same may be done in the presence of authorized representative of NABARD as required as under relevant law.
20. Contractor shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract, if ESI & EPF Act is applicable to the contractor as per law. The rates quoted by the contractor should be inclusive of employer's share of ESI & EPF contributions for this contract. The contractor should submit proof of payment (counterfoils), as and when called for by NABARD, towards ESI & PF with monthly bill & other documents such as registration number, photo card etc.
21. 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.

22. The Contractor should be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection there with shall be on the Contractor's account and payable by the Contractor.
23. The contractor shall ensure regular payment to his staff posted for the captioned work and the payment made to his staff should not be less than the minimum wages notified by the Central Govt. from time to time and make available for inspection of the Bank the relevant records. However, rate quoted by the Contractor shall be firm and remain valid till the expiry of the contract period. The bidder is expected to quote its service charge after careful analysis of cost involved considering all specifications and conditions of contract. As per Ministry of Finance vide its OM No.29(1)/2014-PPD dated 28.1.2014, if a firm quotes nil charges or consideration the bid shall be treated as unresponsive and will not be considered.
24. The manpower deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. The Contractor shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously. No additional payment shall be made if contractor keep more staff at site for completing the pending work or if the minimum staff strength deployed is not able to perform satisfactorily as per the contract provision. The Contractor's workmen should report to ACT/CT Site supervisor as per timings mentioned in the tender document. A register will be kept at site showing attendance on day to day basis and which will be countersigned by the security guard on duty the time when contractor's worker arrives & signs at site. The same shall also be signed by a representative of NABARD and the copy shall be presented along with the Contractor's monthly bill.
25. The Contractor shall abide by the requirements of Security from time to time and shall strictly follow the obligations required by NABARD.
26. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
27. The Contractor or his authorised representative should visit the site frequently as required by NABARD and meet Officials for any clarifications and to receive instructions.

28. The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of NABARD. In the event of any damage / loss of life and property of NABARD, the contractor shall fully compensate NABARD for such damage/loss. The decision of NABARD in this regard shall be final and binding on the contractor.
29. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and/ or terminate the Contract forthwith, if necessary without any notice.
30. In case of any default or failure on Contractor's part to comply with anyone / all of the Terms/ Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
31. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
32. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
33. The workmen employed by the Contractor should abide by the Rules and Regulations prescribed by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises and wearing of uniforms. The contractor shall provide photo identity card to its workers including the leave reserves. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.
34. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. The Contractor shall assist NABARD fully in respect of any liaison with the Municipal or any other authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to NABARD.
35. EXIT:
- i. First three months on a trial basis. If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 30 days, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to

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

ii. NABARD shall have the right to terminate the contract on failure on part of contractor/service provider to discharge the designated work as per law by serving a one month notice. If the contractor wishes to end the contract before the conclusion of stipulated contract period, he may do so, by serving a three months' notice in advance.

36. The contractor shall provide the mobile number of the local representative responsible for communicating with NABARD.
37. The Contractor should provide 2 sets of uniforms and one set of shoes of approved colour every year to the employees deployed in NABARD at his own cost.
38. The contractor shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or is on leave.
39. The contractor shall provide everything necessary for the proper execution of the works.
40. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof, without written permission of NABARD. While submitting the monthly bill for comprehensive maintenance bill, the contractors have to submit detailed information on the complaints received, pending and the reasons there for and likely date of attending the same. Bill will be considered for payment after receiving the statements. Contractor will not link payments to his labourers with the settlement of bills by NABARD.
41. **VALIDITY OF TENDER:**
Not less than 90 Days from the date of opening of the Financial Bid.
42. If in the opinion of NABARD the work done by the contractor is not satisfactory, NABARD may decide, depending upon the merit of the work, to deduct such amount from the monthly bill amount, as it may deem fit.
43. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.
44. The Contractor shall be required to furnish NABARD, as and when required, the following.

- i. The Power of Attorney, name and signature of his authorized representative, who will be in-charge of execution of this contract.
 - ii. Wage Book, Muster Book pertaining to labourers engaged under this contract.
 - iii. Validity of Insurance Policies, Labor Contract License relating to staff engaged at NABARD site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.
 - iv. The Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by him. Any damage caused wilfully or in negligence to the works executed, shall be borne by him.
45. The contractor shall remove from work any worker who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of NABARD.
46. The manpower deployed by the contractor for discharging the contractual obligations under the contract shall be the employees of the contractor. NABARD shall in no way be connected with such manpower and they shall have no claim whatever against NABARD.
47. The Contractor shall provide manpower and all required tools/ kits and cleaning materials etc. for their use. NABARD will not provide any tools, kits and cleaning materials etc.
48. Notwithstanding anything contained therein, the labourers, workmen, supervisors and other employed persons by the Contractor for the purpose of the works shall for all purposes be regarded as the Contractor's employees. Therefore, neither the contractor nor any of such employees shall have any right to complain or claim against NABARD. NABARD also shall have no concern with them and shall not be liable to make any payment to or any contribution on account of them. In case of delay in attending the work in time, NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD.
49. 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.
50. Contractors shall, wherever applicable, pay Bonus at Govt. approved rate (prevailing rate @ 8.33% of Minimum Wages) to the eligible contract workers and the same is payable to contractor on reimbursement basis on production of proof of payment.

51. Service Charges claimed by contractor should include management and supervisory charges including Contractor's Profit, materials required on monthly basis wherever required and the contractor to bear the cost of materials, tools and equipment as per requirement, uniform for labourers, other overheads, etc. Contractors are advised to quote service charges after due diligence which should be reasonable and workable.
52. **i.** The bidder shall hold valid license 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. **ii.** 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. **iii.** The bidder shall be registered with Income Tax and Goods & Services Tax (GST) authorities. **iv.** An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax to be submitted. **v.** 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. **vi.** Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection. **vii.** Non-compliance of any of the conditions (i to vi) 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.
53. In case of any stoppage of work resorted to by the employees of the Contractors, NABARD reserves the right to employ workers from other sources, without any notice, for carrying out the maintenance work. In such cases, either the actual cost of such labourers on whole day basis shall be deducted from the existing Contractor's bills or recovery will be made on the basis of actual amount paid to the other contractor plus the service charges of 2% and any other tax, as applicable.
- i. The contract shall be valid up to **31.03.2025**. The bank also reserves the right/option to extend the validity of this contract for a further period not exceeding one (01) year at the same rates and on the same terms and conditions.
 - ii. Forfeiture clause: In case of negligence/derelection of duty by contractor's staff, the contract shall be terminated without giving any notice and the security deposit shall be forfeited.
 - iii. Recovery of income tax, education cess, work contract tax and any other tax, as applicable & in force shall be deducted from the bills during the currency of the contract.

ELIGIBILITY OF THE BIDDER

The contractors who have minimum 5-7 years of experience (ending 31.03.2022) in undertaking similar works and who fulfil the following criteria are eligible to Quotations:

- i. The Bidders should have applicable Tax registrations (GST & PAN) duly supported with documentary evidence and licenses, permissions, approvals issued by Labour enforcement and other statutory authorities, wherever applicable and furnish copies of the same along with the Tender.
- ii. Should have their local office within the city limits of Jammu.
- iii. The annual turnover of the bidder during each of the last 3 years should be at least Rs. 11.37 lakh.
- iv. The contractors should fulfill anyone of the following criteria to be eligible for tender:-

Should have carried out minimum 1 similar work with Govt/PSUs/ Private Sector during last 3 years (ending 31.03.2022) with contract value (costing individually) not less than Rs. 30.31 lakh. OR

Should have carried out minimum 2 similar works with Govt/PSUs/ Private Sector during last 3 years (ending 31.03.2022) with contract value (costing individually) not less than Rs. 18.94 lakh. OR

Should have carried out minimum 3 similar works with Govt/PSUs/ Private Sector during last 3 years (ending 31.03.2022) with contract value (costing individually) not less than Rs.15.15 lakh

2. Bidders are requested to enclose the following documents in Envelope containing Tender

Copies of Work Orders from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies/Private Sector/ Housing Societies etc. "Similar Works" means experience in executing Maintenance Contracts in similar Government/PSU/PSBs Public Sector Banks/Autonomous Bodies/Private Sector/Housing Societies etc. or such similar set-up.

IT returns of last three consecutive financial years –2019-20, 2020-21 & 2021-22.

Intending bidders have to arrange for execution of pre-bid pre-contract Integrity Pact as per the proforma given in the tender document on Rs 200 stamp paper failing which the tender will be summarily rejected.

3. Intending Bidders are required to submit their full bio-data giving details about their organization, experience, personnel in their organization, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed statement which will be kept confidential.

4. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of Bidders to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items

5. NABARD at its discretion may ask for additional documents from any of the bidders, if required, before opening up of the Financial Bids.

6. I/We have read and understood fully the instructions contained herein above and are acceptable to us.

SEAL & SIGNATURE OF THE BIDDER PLACE

DATE:

SAFETY CONDITIONS OF THE CONTRACT

As part of the contract, the contractor must satisfy the under-mentioned safety requirements and must ensure at all time that these are followed without any deviation.

- i. Smoking and chewing pan/tobacco/ gutkha/ any other drugs etc. are strictly prohibited in the building.
- ii. For any job involving lighting of flames, use of heat source or temporary electrical connection, prior permission of NABARD's engineer or any person authorised by NABARD shall be taken before execution of the same. No jobs involving heat sources are permitted to be carried out without prior permission of NABARD.
- iii. The contractor shall ensure that the persons deployed for the work are well conversant in their works.
- iv. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of his staff in the premises.

SIGNATURE AND SEAL OF THE BIDDER

SCOPE OF WORK

General Maintenance of The Office Premises, Housekeeping, Cleaning and Sweeping at NABARD's Office Premises in Jammu:

List of Items of work to be attended in respect of Maintenance Work

A. OFFICE BUILDING (INCLUDING CABINS, CONFERENCE ROOM, LOUNGE/ CANTEEN, OTHER ROOMS/AREAS IN OFFICE BUILDING ETC.)

- i. Cleaning, Sweeping and Washing of floors, bathrooms, toilets and wash basins of the office premises as per enclosed ANNEXURE -I.
- ii. Dusting of furniture & fixture provided in the office building.
- iii. Supplying the drinking water in the cabins of the Senior Officers/ Guests and at Officers' Desks.
- iv. Cleaning of Cabins, Conference Room, Lounge, Dispensary, Association rooms and other areas/rooms in office premises.
- v. Removal of cobwebs from the staircases, passages, and all areas of office building.
- vi. Change of curtains in the Cabins, Conference Room, Executive Lounge, Board Room,
- vii. Removal of waste papers etc. from all the rooms of the office building.
- ix. Supply of drinking water at executive meetings/conferences.
- x. Switching on / off the lights, heaters and other electrical appliances in the building as per requirement.
- xi. Cleaning of window panes, doors etc. in the office building. Cleaning of the surrounding area of the office building. Surrounding area here is specified as the vacant area, parking lot, driveway etc.
- xii. General Cleaning of Office Building, Pathways, Drains, Common areas in the building, staircases, catch basins, all sewer lines and manholes, gully traps, sluice valve and wheel valve chambers etc., to keep them in proper hygienic conditions.
- xiii. Collection of all garbage from the office building, dining hall & kitchen, road, drains and sewer lines etc. and disposal of all rubbish/waste material at a distant place away from the premises in the approved municipal dump.

Sr. No.	Nature of work	Method	Frequency	Location
1	Floor cleaning	Dry & Wet	Daily	All floors
2	Toilets cleaning	Dry & Wet	Twice Daily	All floors
3	Fittings & tiles of toilets	Detergent	Daily	All floors
4	All doors & hardware viz. Handles etc.	Detergent	Daily	All floors
5	All partitions (laminated sun mica)	Detergent	Weekly	All floors
6	All partitions (veneered/polished)	Dry	Weekly	All floors
7	Permanent furniture (work stations, cupboards)	Vacuum & Dry	Daily	All floors
8	Name plates/ Buffing	Dry & Wet	Daily	All floors
9	Carpets	Vacuum	Daily	All floors
10	Electrical switch plates	Thinner	Monthly	All floors
11	Window Pane (Inside)	Dry & Wet	Weekly	All Floors
12	Window Pane (Outside)	Dry & Wet	Monthly	Ground & First Floor
13	Park Area and Cleaning in front of main gate and adjoining	Sweeping	Daily	Ground floor
14	Furniture fabric	Dry/Vacuum	Weekly	All floors
15	Furniture leather	Dry/Vacuum	Weekly	All floors
16	Cobwebs	Dry	Weekly	All floors
17	Door hinges	Oiling	Monthly	All floors
18	Shaft	Dry	Monthly	All floors

NOTE: The nature of works indicated above is indicative in nature and not exhaustive.

Note : Working Hours

Morning : 7.00 AM to Evening : 03.00 PM - 4 Persons

Morning : 9.00 AM to Evening : 05.00 PM - 2 Persons

Penalty clause:

Pro-rata deductions will be made for any lapse of services.

Comprehensive maintenance charges:

The contractor will have to submit the bill on monthly basis and will be paid subject to penalty clause stated above and satisfactory services. The contractor has to maintain a maintenance register during each visit mentioning what kind of job has been done during that visit. Contractor also has to provide maintenance report to NABARD. The payment shall be made on monthly basis only after the service provider schedules quarterly maintenance visit and submits the visit report.

The contractor shall depute a single person who will control this Annual maintenance work, so that bank can contact him for any kinds of problem of the all system.

DECLARATION BY THE BIDDER

We/I have read and understood 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 AND SEAL OF BIDDER

DATE:

PLACE:

ANNEXURE-I

BASIC INFORMATION OF THE CONTRACTOR

S. No	Particulars	Bidder's Response
1.	Name of the Applicant/ Organization and address of Registered Office	
2.	Year of establishment	
3.	e-mail address and PAN No.	
4.	Type of the Organisation (like Sole Proprietorship, Partnership, Private Limited Company, Limited Company, or Cooperative Society, etc.)	
5.	Name of the Proprietor/ Partners/ Directors of the Organisation/ Firm	1. 2. 3.
6.	Details of Registration (Registration Certificate to be attached)	
7.	Whether registered/ empanelled for similar works with: a) Government/Semi-Government/ Municipal Authorities or any other Public Organisation (Yes/No) b) If yes, name of authority; and c) Since when	
8.	Details of experience in the field of general maintenance and housekeeping	

9.	a) Office Address	
	b) Name & designation of Officer-in-charge	

ANNEXURE-II

PREVIOUS EXPERIENCE

i) List of important works executed by the firm during last seven years with experience in executing works of similar nature i.e. general maintenance and housekeeping.

Please note that the details furnished should be for similar nature of work only.

S. No.	Name of the work And Location	Nature of Work	Name & full postal address of the owner	Contract Amount (Rs.)

ii) List of important works ON HAND costing Rs_____lakh and above

S. No.	Name of the work And Location	Nature of Work	Name & full postal address of the owner	Contract Amount (Rs.)	AMC Period	Present stage of completion	Any delay in completion with reasons for delay	Any other information

SIGNATURE AND SEAL OF THE BIDDER

ANNEXURE-III**CHECK-LIST FOR TECHNICAL BID**

S.No.	Documents asked for	Whether Placed or Not
1.	UTR number in support of credit of EMD in NABARD Current Account	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, Designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
3.	Undertaking on own Letter-Head as per format prescribed in Annexure-VI).	
4.	Self-attested copy of the PAN card with copy of Income-Tax Return of the last three financial years.	
5.	Self-attested copy of GSTIN	
6.	Self-attested copy of valid Registration number of the Firm /agency.	
7.	Self-attested copy of valid Employees Provident Fund Registration number.	
8.	Self-attested copy of valid ESI Registration No.	
9.	Self-attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
10.	Proof of experience (work orders) of last three financial years.	
11.	Annual Income Tax returns of previous three years supported by audited balance sheet.	

INTEGRITY PACT

Between

National Bank for Agriculture and Rural Development (NABARD)

hereinafter referred to as **“The Principal”**

And

_____ hereinafter referred to as **“The Bidder/Contractor”**

Preamble

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

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

Section 1-Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe

the following principles during participation in the tender process and during the contract execution:

a. The Bidder(s)/Contractor(s) will not, directly or through any other person of firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidders(s)/Contractor(s) will not use properly/improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous Transgression

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

Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors

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

Section 7 – Criminal Charges against violating the Bidder(s)/Contractor(s)/Subcontractors(s)

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

Section 8 – Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the

Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is

Dr. Sanjay Kumar Panda, IAS (Retd)

515, Ward No.3 Sideshwar Sahi Cuttack City,

Cuttack district

Odisha 753 008

(Name & Address of the Monitor)

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for his /her to treat the information and documents of the Bidder/Contractor as confidential. He/she reports to the Chairman, NABARD
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the contractor. The contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractors(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and refuse himself/herself from that case.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor, can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
7. If the Monitor has reported to the Chairman, NABARD, a substantial suspicion of an offence under the relevant IPC/PC Act, and the chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word '**Monitor**' would include both singular and plural.

Section 9- Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 5 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10- Other Provisions

1. This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal , i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreements turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, if any, if the Clause in the Integrity Pact will prevail.

(For & on behalf of the Principal (For & on
behalf of the Bidder/Contractor)

(Office Seal)

Place _____

Date _____

Witness 1 :

(Name & Address)

Witness 2 :

(Name & Address)

ANNEXURE-V

FORM OF AGREEMENT
(to be executed by the successful bidder)

THIS AGREEMENT is made on the _____ day
_____ (Month) _____ (Year) Between National Bank for
Agriculture and Rural Development (NABARD) through the Chief General Manager, J&K
Regional Office, NABARD (hereinafter called "NABARD, J&K Regional Office, Jammu" which
expression shall, unless excluded by or repugnant to the context be deemed to include his
successors in office and assigns) of the one part AND _____
(Name and address of the contractor) through Shri _____, authorized
representative (hereinafter called "the contractor" which expression shall, unless excluded by
or repugnant to the context, be deemed to include his successors, heirs, executors,
administrators, representatives and assigns) of the other part for providing Plant Operation &
Preventive Maintenance and Comprehensive Maintenance of Central Air Conditioning and
Mechanical Ventilation System at NABARD's Office Premises in Jammu-180012, thereafter
called NABARD" which expression shall, unless excluded by or repugnant to the context be
deemed to include his successors in office and assigns the conforming party to the agreement.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting Tender and the terms and conditions contained in the Tender;
 - d. Bill of Quantities;
 - e. Scope of work;
 - f. Addendums, if any; and
 - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by NABARD, J&K Regional Office, Jammu to the Contractor as hereinafter mentioned, the Contractor hereby covenants with NABARD, J&K Regional Office, Jammu to execute the Plant Operation & Preventive Maintenance and

Comprehensive Maintenance of Central Air Conditioning and Mechanical Ventilation System at NABARD's Office Premises in Jammu w.e.f _____ as per the provisions of this Agreement and the tender document.

4. NABARD, J&K Regional Office, Jammu hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document,

The contract price of Rs. _____ (Rupees in words _____)

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

6. In case, any dispute or issue arises regarding the interpretation of any of the clauses of this agreement or of any of the documents prepared or to be prepared in this regard, the contents of the Tender Documents shall prevail over this agreement and /or any other document.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

(Signature of the Bidder) Name and Address of the Bidder. Telephone No.	Signature of Authorized Signatory of NABARD
(Signature of Witness 1) Name of Witness Address of Witness	(Signature of Witness 1) Name of Witness Address of Witness
(Signature of Witness 2) Name of Witness Address of Witness	(Signature of Witness 2) Name of Witness Address of Witness

ANNEXURE-VI

Performance Bank Guarantee (Initial Security Deposit) format

To
The Chief General Manager,
National Bank for Agriculture & Rural Development,
J&K Regional Office
NABARD Tower, Railhead Road, Near Saraswati Dham,
Jammu-380013

In consideration of National Bank for Agriculture and Rural Development (NABARD) having Head Office at C-24, G-Block, Bandra-Kurla Complex, P.O. Box No.8121, Bandra (E), Mumbai – 400 051 (hereinafter referred to as “Purchaser”) having agreed to _____
(type of work) at _____

(Place – HO/RO/TE) (hereinafter referred to as “Services”) from _____ (hereinafter referred to as “Contractor”) on the terms and conditions contained in the RFQ (Ref. NO. _____ Dated _____) and their agreement (hereinafter referred to as the “Contract”) and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the _____ (hereinafter referred to as “Proposed Services”) as per the terms and conditions as set forth in the said contract and also guaranteeing the Proposed Services as per the terms and conditions of the said contract;

- 1) We, _____ (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to _____ (validity date of BG) money or monies not exceeding a total sum of Rs _____/- (Rupees _____ only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser on failure of the contractor to provide proposed services as per the terms and conditions of the said contract.
- 2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether the contractor has failed to provide Proposed Services as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/ or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
- 3) This Guarantee shall expire on _____ (validity date) without prejudice to the purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e _____.
- 4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or

by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

- 5) In order to give full effect to the Guarantee herein contained, the purchaser shall be entitled to act as if we are purchaser's principal debtors in respect of all the claims of the purchaser against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.
- 6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting, in any manner, the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving the Bank.
- 7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
- 8) This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and the Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by the Bank on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.
- 9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax, e-mail or registered post to the local address of the Bank as mentioned in this guarantee.
- 10) Notwithstanding anything contained herein:-
 - i) Our liability under this Bank Guarantee shall not exceed Rs. _____/(Rupees _____ only)
 - ii) This Bank Guarantee shall be valid up to _____(validity date) ;
 - iii) Unless actions to enforce the claims is filed on or

before _____ (validity date) all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.

iv) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serves upon the Bank a written claim or demand on or before _____ (validity date)

11) The Bank has power to issue this Guarantee under the statute/ constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this _____ day of _____ at _____ For
and on behalf of _____ Bank.

Signature

Date

Place

PART-II

FINANCIAL BID

(To be submitted in a SEPARATE SEALED envelope super-scribed as "FINANCIAL BID")

NABARD, J&K Regional Office, Jammu

**Tender for General Maintenance of The Office Premises,
Housekeeping, Cleaning and Sweeping
at NABARD's Office Premises in Jammu, 180012**

ANNEXURE-VIII

SCHEDULE OF QUANTITIES

CHARGES TOWARDS GENERAL MAINTENANCE OF OFFICE PREMISES, HOUSEKEEPING CLEANING AND SWEEPING' WORK AT NABARD, J&K Regional Office, near Saraswati Dham, Railway Road, Jammu 180012

(The rates should be as per minimum wage act of Central/State Government whichever is higher)

Sr. No.	Description of Work	Unit	Rate in Rs. (Both in figure & words)
1	Monthly charges for General Maintenance, Housekeeping, Cleaning and Sweeping, at NABARD, Jammu & Kashmir Regional Office, J&K Regional Office, near Saraswati Dham, Railway Road, Jammu 180012 (as per details given in the scope of work(Annexure I) and terms & conditions(Annexure III) of this Quotation document) Total number of staff to be deployed for maintenance/ housekeeping - 6	Charges per month in Rs.	
2	Employers' contribution towards EPF and ESI etc. (If the number of person employed is more than 10)		
3	Contractors Margin		
4	GST (as applicable)		
Total			
(Rupees in Words):			

NOTE:

1. Rates shall have to be quoted both in words and figures.

2. The rates for manpower shall include Minimum Wages, Employer's portion of EPF & ESI, EDLI, EPFO Administrative Charges and Service Charges. The vendor has to submit duly filled calculation sheet attached.

SIGNATURE OF THE BIDDER WITH SEAL

DATE:

PLACE