

बर्ड (नाबार्ड) में हाउसकीपिंग सेवाएं प्रदान करने के लिए वार्षिक सेवा अनुबंध 6, ROYD स्ट्रीट,
अभिलाषा -1, कोलकाता (700016)

ANNUAL SERVICE CONTRACT FOR PROVIDING
HOUSEKEEPING AT BIRD (NABARD) AT 6, ROYD STREET,
ABHILASHA-1, KOLKATA (700016)



Department of Premises, Security and
Procurement, BIRD (NABARD)
ABHILASHA-1,6, ROYD STREET, KOLKATA (700016)
bird.kolkata@nabard.org

Date of issue of tender document	09 June 2023
निविदा दस्तावेज़ जारी करने की तारीख	
Pre-Bid meeting with bidders	16 June 2023 (1400 hrs)
बोलीदाताओं के साथ प्री-बिड मीटिंग	
Due date and time of submission of tender	24 June 2023 (10:00 hrs)
निविदाएं जमा करने की नियत तिथि और समय	
Date and time of opening of bid	24 June 2023 (11:00 hrs) or later as convenient to BIRD, Kolkata or as per GeM portal
बोली खुलने की तारीख और समय	

Notice Inviting Tender

निविदा आमंत्रण सूचना

1. **National Bank for Agriculture and Rural Development (NABARD), intends to award the ANNUAL SERVICE CONTRACT FOR PROVIDING HOUSEKEEPING SERVICES at BIRD, Kolkata Office at 6, Royd Street, Kolkata (700016).**

राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड), बर्ड, 6, रॉयड स्ट्रीट, अभिलाषा -1, कोलकाता (700016) कार्यालय में हाउसकीपिंग सेवाएं प्रदान करने के लिए वार्षिक सेवा अनुबंध प्रदान करने की इच्छा ज़ाहिर करता है।

2. For this, a 'single packet' bidding process **under GeM** i.e. Technical Qualification with respect to Techno- Commercial aspects and Competitive Rates will be followed. Tender documents can also be downloaded from our website www.nabard.org and CPP Portal under the tender column. Contractors **registered on GeM may only apply**. Tenders not received through GeM portal shall be rejected.

इसके लिए जीईएम के तहत 'सिंगल पैकेट' बोली प्रक्रिया यानी तकनीकी-वाणिज्यिक पहलुओं और प्रतिस्पर्धी दरों के संबंध में तकनीकी योग्यता का पालन किया जाएगा। निविदा दस्तावेजों को निविदा कॉलम के तहत हमारी वेबसाइट www.nabard.org और सीपीपी पोर्टल से भी डाउनलोड किया जा सकता है। जीईएम पर पंजीकृत ठेकेदार केवल आवेदन कर सकते हैं। जीईएम पोर्टल के माध्यम से प्राप्त नहीं होने वाली निविदाओं को अस्वीकार कर दिया जाएगा।

3. The total number of required manpower and the services to be provided are detailed separately in the tender. Bidders are advised to go through the tender documents carefully before quoting the rates. **The tenderers are advised to visit the site, conduct survey of the existing conditions to familiarize themselves with the nature and scope of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.**

निविदा में अपेक्षित श्रमशक्ति की कुल संख्या और प्रदान की जाने वाली सेवाओं का अलग से विवरण दिया गया है। बोलीदाताओं को सलाह दी जाती है कि वे दरों का उल्लेख करने से पहले निविदा दस्तावेजों को ध्यान से देखें। निविदाकारों को सलाह दी जाती है कि वे कार्यस्थल का दौरा करें, किए जाने वाले कार्यों की प्रकृति और कार्यक्षेत्र से परिचित होने के लिए मौजूदा स्थितियों का सर्वेक्षण करें और अपनी दरों का उल्लेख करने से पहले नाबार्ड से आवश्यक सभी स्पष्टीकरण प्राप्त करें।

4. Tenders will be applied on GeM only. The tender shall be filled as per **instructions mentioned in this tender document**, along with proof of having submitted EMD, and terms & conditions in prescribed tender document. No other terms & conditions should be imposed by bidder in the bid. If any terms & Conditions are stipulated in the tender document, the tender shall summarily be rejected.

निविदाओं का आवेदन केवल जीईएम के माध्यम से ही किया जाएगा। निविदा, ईएमडी जमा करने के प्रमाण और निविदा दस्तावेज में निर्धारित नियम और शर्तों का पालन करते हुए इस निविदा दस्तावेज में उल्लिखित निर्देशों के अनुसार भरी

जाएगी। वित्तीय बोली में कोई अन्य नियम और शर्तें नहीं होनी चाहिए। यदि निविदा दस्तावेज में कोई नियम और शर्तें निर्धारित की जाती हैं, तो निविदा को फौरन खारिज कर दिया जाएगा।

5. NABARD reserves the right to accept or reject any tender, in whole or in part and it is not binding on the part of the NABARD to accept the lowest (L1) or any tender.

नाबार्ड किसी भी निविदा को पूरी तरह से या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है और नाबार्ड की ओर से सबसे कम (एल 1) या किसी भी निविदा को स्वीकार करना बाध्यकारी नहीं है।

6. Tenders, which do not fulfil all or any of the NABARD's conditions or are incomplete in any respect and tenders with the tenderer's own conditions other than those specified by NABARD, are liable to be rejected.

निविदाएं, जो नाबार्ड की सभी या किसी भी शर्तों को पूरा नहीं करती हैं या किसी भी प्रकार से अधूरी हैं और नाबार्ड द्वारा निर्दिष्ट शर्तों के अलावा निविदाकर्ता की अपनी शर्तों के साथ निविदाएं अस्वीकृत कर दी जाएंगी।

7. 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 Joint Director, Bankers Institute of Rural Development, Kolkata**” who will review the same and information sought if not clearly indicated or specified, NABARD will issue clarifications to all the tenderers which will become part of the Contract 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 by the date of pre-bid meeting (16 June 2023 at 14:00 hrs) of this Tender.

निविदा दस्तावेजों में किसी भी विसंगतियों, चूक, अस्पष्टता, यदि कोई हो, या उनके अर्थ के बारे में कोई संदेह है, तो उसे लिखित रूप में "संयुक्त निदेशक, ग्रामीण विकास संस्थान, कोलकाता" को सूचित किया जाना चाहिए, जो इसकी समीक्षा करेंगे और यदि जानकारी स्पष्ट रूप से इंगित या निर्दिष्ट नहीं की गई है, तो नाबार्ड सभी निविदाकर्ताओं को स्पष्टीकरण जारी करेगा जो अनुबंध दस्तावेज का हिस्सा बन जाएगा। यदि निविदा दस्तावेजों में विसंगतियां, चूक, अस्पष्टता या उनके अर्थ के बारे में कोई संदेह इस निविदा की प्री - बिड बैठक (16 जून 2023 को 14:00 बजे) तक नाबार्ड के ध्यान में नहीं लाया जाता है, तो नाबार्ड जिम्मेदार नहीं होगा।

8. The tenderer shall deposit Earnest Money Deposit (EMD) amounting to **Rs.37, 000 /- (Rupees Thirty-Seven Thousand only)** by directly crediting the amount in our VAN 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. EMD of unsuccessful bidders would be refunded after the award of work to the successful bidder. We request you to give us a copy of the acknowledgement crediting our Account along with tender document failing which the tender will not be considered for acceptance. Those bidders who are exempted from deposit of EMD as per GeM/ Government of India (GoI) guidelines need not deposit EMD, but they shall upload the certificate/ instruction of GeM validating their exemption without which their bids will not be entertained.

निविदाकर्ता नीचे दिए गए विवरण के अनुसार सीधे हमारे वीएन खाते में रु.37,000/- (सैंतीस हजार रुपये मात्र) की बयाना जमा राशि (ईएमडी) जमा करेगा, जिसमें विफल रहने पर निविदा को अस्वीकार कर दिया जाएगा। बोलीदाताओं द्वारा प्रस्तुत ईएमडी पर कोई ब्याज नहीं दिया जाएगा। सफल बोलीदाताओं को काम सौंपे जाने के बाद असफल बोलीदाताओं का ईएमडी वापस कर दिया जाएगा। हम आपसे अनुरोध करते हैं कि, निविदा दस्तावेज के साथ हमारे खाते में ईएमडी राशि जमा करने वाली पावती की एक प्रति हमें दें, जिसमें विफल रहने पर निविदा को अस्वीकृत कर दिया जाएगा। जिन बोलीदाताओं को जीईएम/ भारत सरकार के दिशानिर्देशों के अनुसार ईएमडी जमा करने से छूट दी गई है, उन्हें ईएमडी जमा करने की आवश्यकता नहीं है, लेकिन वे अपनी छूट को मान्य करते हुए जीईएम का प्रमाण पत्र / निर्देश अपलोड करेंगे, जिसके बिना उनकी बोलियों पर विचार नहीं किया जाएगा।

9. The details of account of NABARD are furnished below:-

नाबार्ड के खाते का विवरण नीचे दिया गया है: -

Name of Account: National Bank for Agriculture and Rural Development

Account Number (VAN): NABADMN06

Bank Name: NABARD

Branch Name: HEAD OFFICE, MUMBAI

IFS Code: NBRD0000002

10. Validity of offer should be **90 days** from the date of opening of financial bids. However, the rates quoted by the successful bidder would remain firm until the end of the contract period i.e., up to **31st March 2025 or upto the renewal period, whichever is applicable** except only if the minimum wages are revised and contract rates are different from the revised minimum wage rates or change in GST / statutory taxes and **subject to other terms & conditions mentioned elsewhere in the tender. Upon revision in Minimum Wages by Central govt or State Government, whichever is higher, the rates payable to housekeeping workers shall be revised. The service/administrative charges quoted by the bidder in GeM shall be paid on revision in minimum wages.**

ऑफर की वैधता वित्तीय बोली खोलने की तारीख से 90 दिनों की होनी चाहिए। हालांकि, सफल बोलीदाता द्वारा उद्धृत दरें अनुबंध अवधि के अंत तक यानी 31 मार्च 2025 तक दृढ़ रहेंगी, केवल तभी जब न्यूनतम मजदूरी को संशोधित किया जाता है और अनुबंध दरें संशोधित न्यूनतम मजदूरी दरों या जीएसटी / वैधानिक करों में बदलाव से अलग होती हैं और निविदा में कहीं और उल्लिखित अन्य नियमों और शर्तों के अधीन होती हैं। केंद्र सरकार या राज्य सरकार (जो भी अधिक हो) द्वारा न्यूनतम मजदूरी में संशोधन पर, हाउसकीपिंग कर्मचारियों को देय दरों को संशोधित किया जाएगा। जीईएम (वित्तीय बोली में) में बोलीदाता द्वारा उद्धृत सेवा/प्रशासनिक प्रभारों का भुगतान न्यूनतम मजदूरी में संशोधन पर किया जाएगा।

11. The Earnest Money Deposit (EMD) of the successful tenderer shall be converted towards Retention Money Deposit (RMD)/Security Deposit (SD). Security Deposit will be 5% of the total tender value. The balance amount of 3% shall be deposited within 10 working days of the issuance of the work order.

सफल निविदाकर्ता के बयाना जमा राशि (ईएमडी) को सिक्योरिटी डिपॉजिट के रूप में प्रतिधारण जमा राशि (आरएमडी) में परिवर्तित किया जाएगा। प्रतिभूति जमाराशि कुल टेंडर वैल्यू का 5% होगा। शेष 3% राशि कार्य आदेश जारी होने के 10 कार्य दिवसों के भीतर जमा की जाएगी।

12. The RMD/SD will be released after 60 days from the expiry of the satisfactory AMC period and will not bear any interest. The SD will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work/service. The tenderer must submit proof of deposit of EMD with the tender, failing which the tender will not be considered except those agencies which are exempted from EMD as per the NABARD and/or GeM/ GoI guidelines.

आरएमडी/एसडी संतोषजनक एएमसी अवधि की समाप्ति से 60 दिनों के बाद जारी किया जाएगा और इसमें कोई ब्याज नहीं लगेगा। यदि ठेकेदार अनुबंध के किसी भी नियम और शर्तों का उल्लंघन करता है या काम / सेवा को पूरा करने में विफल रहता है तो एसडी जब्त होने के लिए उत्तरदायी होगा। निविदाकर्ता को निविदा के साथ ईएमडी जमा करने का प्रमाण प्रस्तुत करना होगा, जिसमें विफल रहने पर निविदा पर विचार नहीं किया जाएगा, सिवाय उन एजेंसियों के जिन्हें नाबार्ड और / या जीईएम / भारत सरकार के दिशानिर्देशों के अनुसार ईएमडी से छूट दी गई है।

13. A Pre-bid Meeting shall be held on 16 June 2023 at 14:00 hours in Conference Hall on the 2nd floor of the office building at 06 Royd Street. All bidders are invited to attend the meeting after visiting the site for clarification of your doubts / queries, if any. The owner/representative attending the meeting should carry the Letter of Authorization from their organisation as per Annexure-I.

दिनांक 16 जून 2023 को 14:00 बजे रॉयड स्ट्रीट में बर्ड, कोलकाता कार्यालय परिसर के कॉन्फ्रेंस हॉल में एक प्री-बिड मीटिंग आयोजित की जाएगी। सभी बोलीदाताओं को आपके संदेह / प्रश्नों, यदि कोई हो, के स्पष्टीकरण के लिए साइट पर जाने के बाद बैठक में भाग लेने के लिए आमंत्रित किया जाता है। बैठक में भाग लेने वाले मालिक/प्रतिनिधि को अनुबंध-1 के अनुसार अपने संगठन से प्राधिकार पत्र साथ में लाएँ।

14. Intending bidders have to arrange for execution of pre-bid pre-contract Integrity Pact (on a non-judicial stamp paper of Rs.200/-) (format of integrity pact attached with the tender) failing which the tender will be rejected. All bidders / vendors have to upload a Pre-Contract Integrity Pact with the Bank along with the bid on GeM portal, otherwise, they will not be qualified for bid.

इच्छुक बोलीदाताओं को प्री-बिड प्री-कॉन्ट्रैक्ट इंटीग्रिटी पैक्ट (200/- रुपये के गैर-न्यायिक स्टाम्प पेपर पर) (निविदा के साथ संलग्न अखंडता संधि का प्रारूप) के निष्पादन की व्यवस्था करनी होगी, जिसमें विफल रहने पर निविदा को अस्वीकार कर दिया जाएगा। विक्रेताओं को जेम पोर्टल पर बैंक के साथ एक पूर्व-अनुबंध अखंडता संधि अपलोड करनी होगी, अन्यथा, वे योग्य नहीं होंगे।

15. The following is the Independent External Monitors (IEMs) appointed by the Central Vigilance Commission.

केंद्रीय सतर्कता आयोग द्वारा नियुक्त स्वतंत्र बाहरी निगरानीकर्ता (आईईएम) निम्नलिखित हैं।

Dr. Sanjay Kumar Panda, IAS (Retd)
515, Ward No.3 Sideswar Sahi
Cuttack City, Cuttack district Odisha 753 008

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

निविदा आमंत्रित करने वाली यह सूचना (एनआईटी) भी निविदा दस्तावेज का हिस्सा होगी।

17. In case of any confusion/ doubt with regards to interpretation, the English version shall prevail.

व्याख्या के संबंध में किसी भ्रम/संदेह की स्थिति में, अंग्रेजी संस्करण मान्य होगा।

PRE-QUALIFICATION CRITERIA

1. The work involved is Annual Service Contract for Providing Housekeeping Services at BIRD (NABARD), for the period 01 July 2023 to 31 March 2025.

2. Work experience documents (to be uploaded on GeM portal):

The contractors should have **experience of similar works** during the last **3 years** (ending 31.03.2023) and who fulfil the following criteria are eligible to tender: -

- Should have carried out **minimum 1 similar work** with Govt/PSUs during last 3 years (2020-23) not less than **Rs.15 Lakhs**.

OR

- Should have carried out **minimum 2 similar works** with Govt/PSUs during last 3 years (2020-23) not less than **Rs.9 Lakhs**.

OR

- Should have carried out **minimum 3 similar works** with Govt/PSUs during last 3 years (2020-23) not less than **Rs.7 Lakhs**.

3. **Financial criteria (to be uploaded on GeM portal):**

The tenderers should have average Annual Turnover of minimum **Rs.5 Lakhs** each year during the last three years (2019-2020, 2020-21 and 2021-22) ending **31 March 2022** supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.

5. The tenderers should have applicable registrations **PAN and GSTIN**, etc. supported with documentary evidence and licenses, permissions, approvals issued by appropriate authorities such as Labour enforcement and other Statutory authorities, wherever applicable and furnish copies of the same with tender.

6. Agency should have a valid license/registration as per GOI instructions or from any other competent authority to operate a manpower agency in the State of West Bengal and similarly registration with appropriate competent authority. Tenderers to note that copies of licenses and registration are to be submitted with the bid. Without required documents bid will be summarily rejected.

7. **The minimum service charges in the procurement of Manpower Outsourcing service may be 3.85 %(excluding GST).** However, in case two or more

bids gets tied **(multiple L1 bidders)** then for awarding of the work shall be done as per procedure of GeM portal.

8. In order to ensure the statutory requirements, the bidders should have

- 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 Goods & Services Tax (GST) authorities.

9. 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.

10. The agency should, **have their own office within the city limits of Kolkata.**

11. Checklist of documents to be submitted in technical bid:

Tenderers are requested to submit the following documents in bid for examining their qualification/suitability. Award of the work will be subject to satisfying the prescribed eligibility criteria:

- i) Copies of 'Work Orders' and 'Satisfactory Service Certificates' of the works done by them from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies, etc. **during the last three years.** "Similar Works", i.e., housekeeping services.

(Means experience in executing annual maintenance contract for housekeeping services in Government / PSUs / Public Sector Banks / Autonomous Bodies etc.)

- ii) IT returns of last three consecutive financial years –2019-20, 2020-21 and 2021-22.
- iii) Audited balance sheets of last 3 financial years –2019-20, 2020-21 and 2021-22.
- iv) References of clients / particulars of bankers, specifying their names and contact Numbers (landline and mobile) and names of the contact executives / officials.
- v) GST/ PAN Registration Certificate.
- vi) Proof of having an office in Kolkata. As a proof document such as registration certificate, GST certificate, Electricity bill, Rent agreement or property document shall only be admissible.

12. Intending tenderers 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.

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

14. If required, the Bank will obtain reports on past performance of the tenderer from his clients and bankers and evaluate the said reports before opening of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory. The Bank reserves the right to reject his offer without giving any reason. The Bank is not bound to assign any reason for rejecting the tender.

15. After scrutiny of the tenderers, if the bidder is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further and will be rejected.

16. Applications containing false and/or inadequate information are liable for rejection.

17. While filling up the application with regard to the list of important projects **completed or on hand, the applicants shall only include those works which individually cost not less than the specified amount.**

18. Clarifications, if any required, may be obtained from BIRD, Kolkata.

19. **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 non-judicial stamp paper) failing which the tender will be summarily rejected.

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

Date

Place:

Address

Signature of the Tenderer with seal

Selection Process

1. The selection of bidder in financial bids will be as per single packet Methodology or any other method prescribed in GeM portal.
2. The final qualification and award of work shall be done on the basis of Quality and Cost Based Selection (QCBS).

The details of methodology to be adopted for selection of bidder (in case of QCBS) Quality and Cost Based Selection based.

The technical evaluation of bid will be on evaluation matrix indicated below. *The maximum marks for evaluation matrix are 100 and qualifying marks is 70%. The bidder must achieve overall 70% marks otherwise the bidder will not be awarded the work.*

Evaluation Matrix

S. NO	Particulars	Sub-Marks	Remarks
1	Legal Structure	10	The bidder must enclose the incorporation certificate.
(i)	Private/Public Ltd	10	
(ii)	Partnership	7	
(iii)	Proprietorship	5	
2.	Year of Registration (Registration of the Firm/ Company etc.)	10	The bidder must enclose the registration certificate
(i)	More than 15 years	10	
(ii)	Less than 15 but more than 10 years	7	
(iii)	less than 10 but more than 3 years	5	
(iv)	Less than 03 years	0	
3.	Work Experience in relevant field (Housekeeping services)	10	The bidder must enclose the work order / completion certificates so that length of experience can be established.
(i)	Work Experience in Housekeeping services for more than 15 years	10	
(ii)	Work Experience in Housekeeping services for less than 15 but more than 10 years	7	
(iii)	Work Experience in Housekeeping services for less than 10 but more than 3 years	5	
(iv)	Work experience in Housekeeping services for less than 03 years	0	
4	Number of Manpower on Minimum Wages on	10	The bidder must enclose the work order (belonging to the period from 2016-2023) of

			highest number of housekeeping workers deployed for establishing this.
	Roll (in one single order) of Agency		
(i)	More than 50	10	
(ii)	More than 20 but less than 50	7	
(iii)	More than 10 but less than 20	5	
(iv)	Less than 10	0	
5	Working experience with PSBs /Govt institutions/RBI/SBI , PSUs	10	The bidder must enclose at least one work order for providing housekeeping services in this regard
(i)	Working experience with RBI/NABARD/SIDBI/Exim Bank/NABFID/IFSCA	10	
(ii)	Working experience with GoI/ Central Govt/ PSUs/Autonomous Bodies/ State Govt/ State Govt Agencies	7	
(iii)	Working experience with Public Sector Banks/Nationalised Banks/ SBI	5	
(iv)	Working experience other than mentioned in 3 (i), (ii) & (iii)	3	
6	Registered office	10	The bidder must enclose the address proof in this regard
(i)	Registered office in districts of Kolkata, Howrah, 24 Parganas (North) and 24 Parganas (South)	10	
(ii)	Registered office in state of West Bengal	5	
(iii)	Registered office outside West Bengal	0	
7	Number of work orders for similar works in last 3 years	10	The bidder must enclose the relevant work order for providing housekeeping services in this regard
(i)	Should have carried out minimum 1 similar work with Govt/PSUs during last 3 years (ending 31.03.2023) with annual contract value (costing individually) not less than Rs. 15 Lakhs	10	
(ii)	Should have carried out minimum 2 similar works with Govt/PSUs during last 3 years (ending 31.03.2023) with annual contract value (costing individually) not less than Rs. 9 lakhs	7	
(iii)	Should have carried out minimum 3 similar works with Govt/PSUs during last 3 years (ending 31.03.2023) with annual contract value (costing individually) not less than Rs. 7 Lakhs	5	

8.	Submission of All Documents/ Application in Prescribed format (as per Annexure-II) of tender documents	5	
(i)	Submitted all supporting documents as mentioned in tender document and submitted the information as per format given in the tender document	5	
(ii)	Not Submitted the supporting documents as mentioned in tender document and not submitted the information as per format given in the tender document (even if one mandatorily documents mentioned in tender document)	0	
9	Submission of EMD and Integrity Pact	10	
(i)	Submitted the Mandatorily Pre-Contract Integrity PACT and EMD (except exempted categories) submitted at the time bidding	10	
(ii)	Submitted the Mandatorily Pre-Contract Integrity PACT and EMD (except exempted categories) submitted after issuance of clarification by the buyer	5	
(iii)	Not Submitted	0	
10	CA Certified Annual Turnover for last three years	10	The bidder must enclose turnover certificates for the years 2019-20, 20-21, 21-22
(i)	Average CA Certified Turnover of last three years more than Rs. 100 lakh	10	
(ii)	Average CA Certified Turnover of last three years more than Rs. 75 lakh but less than Rs. 100 lakh	7	
(iii)	Average CA Certified Turnover of last three years more than Rs. 50 lakh but less than Rs. 75 lakh	5	
(iv)	Average CA Certified Turnover of last three years less than Rs. 25 lakh to Rs. 50 lakh	3	

II. Terms & conditions

3. Contractor shall provide 03 housekeeping workers in one shift, to the Bank for providing housekeeping services at its properties. Housekeeping workers should be uniformed and trained. The sites of deployment are as indicated below:

Sl. No.	Location of Premises	Building Details	Number of Security guards to be deployed
1	Office Building at 06, Royd Street, Kolkata (700016)	No. of Floors: - 5 (Reception at Ground floor+ 2 nd to 5 th floor) Area details: - 51400 sq.ft built up area	3 Housekeeping Staff in office building.

4. The number of housekeeping workers mentioned in above table is tentative. NABARD can ask to increase or decrease the number of housekeeping workers at any site as per its requirements. The bidder shall also rotate each housekeeping worker in various shifts of the day on monthly basis under information to NABARD.

5. The agency will quote the rates per shift (as per central government minimum wages rules) person per day. **In case of revision in minimum wage structure of Housekeeping workers (if any) by government authorities the wages payable to the workers deployed by the bidders shall be revised on proportionate basis. However, the administration charges (fixed as percentage basis and not fixed as lump sum) or any other allowance not linked with the revision of minimum wages shall remain fixed. The workers deployed by the bidder shall be paid minimum wages of either the central government or the state government, whichever is higher and beneficial to the workers. The bidder shall pay by the end of month to the workers deployed by him under this annual maintenance contract and shall seek reimbursement of the bills paid as per this AMC from NABARD. The reimbursement shall be made to the bidder within 30 days of receiving the claim. Along with the monthly reimbursement claim sent to NABARD, the bidder shall enclose the salary slips of all the workers deployed by him under this AMC. The bidder shall also enclose the proof of having deposited the salaries in the bank accounts of the respective workers deployed by him. The bidder shall also be required to give copies of challans for having deposited PF or ESI etc. contributions of the workers to their respective accounts with the relevant authorities.**
6. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
7. The housekeeping workers provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the Bank and if any change is required on part of the Bank or bidder, fresh list of staff shall be made available by the agency after each and every change.
8. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Minimum Wages Act, Contract Labor (Regulation and Abolition) Act 1970, EPF Act, ESI Act and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Bank.
7. The antecedents of Housekeeping staff deployed shall be verified by the bidder from local police authorities and an undertaking in this regard is to be submitted to the Bank.
8. The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by the authorized representatives of the Bank.
9. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
10. Adequate supervision will be provided to ensure correct & effective performance of the housekeeping services and in accordance with the assignment instructions agreed upon between the two parties.
11. The contractor shall do and perform all such Housekeeping services, acts, matters and things connected with the administration, superintendence and conduct of the

arrangements as per the directions enumerated herein and in accordance with such directions, by the authorized representatives of the Bank may issue from time to time and which have been mutually agreed upon between the two parties.

12. The Bank shall have the right, within reason, to ask the contractor to replace undesirable worker not performing or for any other reason. In case Contractor changes the staff, then it should be with prior intimation to the Bank.

13. The contractor shall be responsible to protect all machinery and cleaning equipment of the Bank entrusted to it.

14. The personnel engaged by the contractor shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of Rs.500/- each occasion. The penalty on this account shall be deducted from the Contractor's bills.

15. The personnel engaged should be between the ages of 18 and 50 years old. The Bank shall have right to have any person removed in case the housekeeping workers is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases. Preferably, the personnel with fluency in local language should be deployed.

16. The timings of the shift are changeable and can be fixed by the Bank from time to time depending upon the requirements. Prolonged duty hours shall not be allowed. **No payment shall be made by the Bank for double duty/Over time, if any. A fine of Rs. 500/- is liable in such cases from the Contractor's bill. Authorised Manager/ Supervisor must organize visits, at least one visit during every week, to check the workmanship and discipline of the housekeeping workers. A separate register to this effect should be kept at the premises and produced for inspection by the authorized representatives of the Bank. Failure to carry out the minimum prescribed checks as above, will attract penalty of Rs. 500/- per missed visit.**

17. The housekeeping workers deployed by the Contractor shall work under overall supervision & direction of Bank's designated officers/ Caretaker/ ACT at any point of time. They shall specify the services of housekeeping workers to be obtained in each shift.

18. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property, the Bank shall be entitled to terminate the contract forthwith duly forfeiting the RMD/ SD.

19. The Bank shall not be responsible for providing residential accommodation to any of the employee of the contractor.

20. The Bank shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Bank does not recognize any employee employer relationship with any of the workers of the contractor.

21. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the RMD/ SD of the Agency shall stand forfeited.

22. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all

expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

23. The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013".

24. **Requirement of Secrecy** - The Agency shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment's etc., which may come to the possession or knowledge of the Agency during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Agency shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Agency shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Agency shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Agency and the Bank shall be entitled to claim damages and pursue legal remedies. The Agency shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this agreement are fully satisfied. The Agency's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

25. Ensure that all persons employed by it, for the purposes for rendering the services required by the Bank, are insured with authorized insurance companies, for which no extra payment will be made by the Bank. The Bank will not be liable for any damages/injuries to persons as a part of execution of this contract. The Agency shall be responsible for any injury or damages to any persons, animals or any other things and any claims made on account thereof.

Payment

26. The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets duly verified by the Assistant Caretaker (ACT) and other supporting documents. No other claim on whatever account shall be entertained by the Bank. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.

a) Contractor shall pay their entitled wages on or before 10th day of each month. It shall not be linked to the payment of the bill. Service provider will not be given any relaxation in this matter.

b) Payment must be made by the service providers through ECS/NEFT/any other electronic payment system. Under no circumstances payments will be made in cash. To ensure this, service provider will get a bank account opened for every engaged employee.

c) In order to ensure that such employee get their entitled wages timely every month. The contractor shall compulsorily issue the salary slip to every housekeeping workers an indicative format is provided below:-

Name of Employee's	Designation
Month	No. of Days present:-
Gross SALARY paid	
DEDUCTIONS	
Net amount paid	
PF No.	
EPF (%)	

27. Any damage or loss caused by contractor's persons to the Bank in whatever form would be recovered from the contractor.

28. Penalty:

In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel is assessed as true by the Bank, a penalty or **Rs.500/-** for each such incident shall be levied and the same shall be deducted from contractor's bill. The Housekeeping worker found involved in the incident shall be removed from the Premises immediately.

29. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Bank from the agency.

30. Obligations of the bidder/ contractor:

The contractor shall have his/her own Establishment/Setup/Mechanism, etc. at his/her own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract. **The contractor/agency should have site office at Kolkata.**

31. If the contractor is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the Bank for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign.

32. The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.

33. The contractor shall indemnify and hold the Bank harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

34. The bidder should submit attested copy of registration under the Contract Labour (Regulation & Abolition) Act 1970 of any other employer for whom the Housekeeping Agency is currently undertaking the work through contract Labour.

35. Manpower engaged should be trained for providing housekeeping services and basics of Fire Fighting and first aid preferably at their training establishment or other establishment.

36. The contractor shall get housekeeping workers screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect. Bank will be at liberty to get anybody re-examined in case of any doubt. Only physically fit personnel shall be deployed for duty. Violation in this regard is liable to be penalized.

a. The contractor shall ensure that housekeeping workers engaged by the contractor do not take part in any staff union and association activities.

b. The contractor shall bear all the expenses incurred on the following items i.e. Provision of uniforms, **Two sets of uniform shall be provided by the contractor per year.**

c. The bidder shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Bank.

d. The bidder will have to enclose the proof / copies of the challans/Bank Account statements showing payment of statutory dues for the previous month along with monthly bills.

f. The bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The bidder shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.

37. **Dispute Resolution**

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Joint Director, Bankers Institute of Rural Development (BIRD).

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Arbitration and Conciliation Act, 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract, the Contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Kolkata only.

38. **Jurisdiction of Court**

The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

39. **Details of Rate-**

a) The rates quoted are firm and cannot be revised during the contract period except only as per statutory requirements like in case of minimum wages.

b) The rates should be quoted by the agency will be as per GeM format available.

c) The administration charges quoted should include the cost of manpower and their uniform and contractor's overhead charges and service charges/profit and any other charge to be specified, **inclusive** of GST.

d) Tie in Rates- The sum total of the rates quoted for all the components shall be reckoned for comparing the lowest rate for awarding the tender. In case of tie in rates procedure available in GeM will followed.

e) **Reasonability of Rates** -The bidders shall take all care to ensure that the rates are quoted taking entire scope of the job and statutory obligations for engagement of contract labour into consideration. The competent authority of NABARD reserves the right to seek additional clarifications, if felt necessary, from any of the bidders to

(i) Ensure successful performance of the contract, and

(ii) Assess reasonability of administrative/Overhead expenses quoted to pre-empt any possibility of exploitation of labour. In case of non-satisfactory explanation, the bid of such bidder/s may be rejected outright.

Place:

(SIGNATURE OF THE TENDERER)

Name:

Date:

Seal:

SCOPE OF WORK

Scope of Housekeeping work in BIRD OFFICE.

Dry and wet mopping of all floors in passages, workstation areas, office cabin areas, meeting rooms, other rooms tables, chairs, workstation tops, office drawer tops, storage cabinet tops etc. on daily basis.

All glass panels & doors in the building shall be wet mopped from inside on weekly basis and also from outside (upto approachable heights).

Sweeping & mopping of AHU rooms, server rooms, hub room, pump room, panel room, changing room, dispensary etc on daily basis.

Cleaning of all toilets - both ladies and gents and passage outside the toilets including sweeping / mopping / wet-cleaning of floors, clearing and cleaning of litter bins, cleaning of mirrors, etc. **The ladies toilets should be cleaned by female housekeeping staff. – Minimum Two times daily and more as per requirement**

Daily Sweeping of all staircases and mopping/wet cleaning/scrubbing

Removal of wastepaper from all floors (including shredders)- Daily

Cleaning of all roof terraces and terrace on other floors, terraces of security rooms, electrical area rooms including removing the deposits near rainwater pipe entry -- Weekly

Cleaning of Conference Halls, classrooms, Recreational Area- daily

Any other cleaning works in the office building as per the instructions of engineer/ACT / CT.

Removal, segregation and disposal of waste from all dustbins placed in the building on daily basis.

Refilling of liquid soap in all dispensers, refilling of toilet papers/tissue paper in bathrooms as and when required.

Daily sweeping and mopping of Lounge and Staff Canteen, Executive lounge, VOF lobby & lounge, trainees mess etc.

Cleaning and dusting of water purifiers/ cooler and pantry areas including wash basin on daily basis

Weekly scrubbing of floors in canteen, officers lounge, executive lounge, VOF lounge, reception lobby and any other place identified by bank.

Daily cleaning of Lift cars with wet cloth and removal of dust etc. from the floor, walls and bottom channel of Lift gates at each floor with brush, etc. Care should be taken that lift gates do not malfunction on account of presence of dust or similar material.

Floor scrubbing Machines / tools required for cleaning

Contractor has to provide/arrange for and operate adequate number of floor scrubbing machines, vacuum cleaners, scrubbing tools, High pressure Jet Spray, Vacuum Cleaner, Single Disc Scrubber, Wringer Trolley and Telescopic Pole for cleaning of the areas as per the requirement or as per the directions of the Bank Official/ACT/CT. The maintenance of these machines will be done by the contractor and no extra payment will be made to the contractor on this account. Tenderer may build the cost of providing the above equipment in his administration charges while quoting the rates.

Important instructions:

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

Special Instructions for all housekeeping works.

- i. The Vendor/Contractor will provide sweepers, both male and female workers, whose identity is duly verified by the Police, to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank. Number of male workers and female workers shall be indicated as per requirements of bank from time to time.
- ii. The manpower provided by you shall be available from 07.30 Hrs. to 15.30 Hrs. The deployment of manpower may be flexible and could be changed depending upon the work. The shift timings of the workers are indicative only and can be altered as per requirements of the bank.
- iii. You will provide substitutes in case of absentees. **Penalty will be imposed in case of absences as given in the special terms and conditions of the contract.** Contractor may take all necessary measures so that the work do not suffer on account of the absence of its staff and to avoid penalty.

List of Material

The tentative list of material is as indicated below:

Sr No:	Description of item	Sr No:	Description of item
1	Floor Cleaner	14	Dust Cleaning Belcha/Pan
2	Hand wash	15	Plastic Bucket-15 litres capacity
3	Toilet cleaner	16	Plastic drum with lid and ears for Garbage collection
4	Soft Broom (Big)	17	Sponge Mop
5	Hard/spike Broom	18	Common brush
6	Bleaching Powder	19	Plastic Mug
7	Odonil packet small	20	Basin Brush

8	Cloth Duster-different sizes	21	Room Freshener
9	Naphthalene Balls	22	HIT spray for Mosquitoes
10	Hand Gloves	23	Rubber Pumper
11	Scorch Brite brush	24	Flushmatic of standard make
12	Mop with long stick of Plastic/wood	25	Tissue Paper Roll
13	Floor wiper Big	26	MS /Iron Cart for disposal of Garbage(may be needed one every year or once in two years)

GST as applicable shall be paid extra

Note: The items tabulated indicated above and any other material required for housekeeping either shall be provided by the contractor or may be provided by Bank directly. If provided by contractor then the contractor will take monthly indent from DPSP Bill section of the bank and seek reimbursement of the expenditure on the material supported with proper bills of the above purchase. The contractor shall be paid the material amount plus GST plus nominal transportation charges on the above material.

iv. All housekeeping staff must be suitably trained with experience in a similar building to perform duties entrusted to them, and must be in proper uniform at all times. The staff must be polite in behaviour.

vi. NABARD will reserve its right to recover the loss of damage from you, if any, caused by your works during the period of performance of the work from any amount payable to you or otherwise NABARD's decision in this regard shall be final

6. Working Days & Hours

(a) No worker will be put to work for more than 8 hours plus required break time/ lunch time.

(b) All working days of a month. The housekeeping workers shall be deployed in such a way that those housekeeping workers shall not be further deployed within a cycle of 24 hours.

(c) The man-power as assessed above should be deployed in such a manner that no labour shall be required to work without a day's weekly rest and for more than 26 days a month.

Place:

(SIGNATURE OF THE TENDERER)

Name:

Date:

Seal:

SAFETY CODE

1. The Contractor shall maintain in a readily accessible place **first aid** appliances including adequate supply of sterilised dressings and cotton wool. The workers shall be given basic training of first aid and basic methods of dealing with fire emergencies.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. It is entirely the responsibility of the contractor to follow the safety procedures depending upon the nature of works Contractor is free to approach NABARD for any suggestion in this regard. However, any lapse in this regard will be viewed seriously.
4. A penalty of **Rs. 1,000/-** shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of **Rs. 2,000/-** shall be levied if violation is repeated.
5. Penal action will also be taken if the contractor's supervisors and workmen do not wear the uniforms and photo identity cards issued by the contractor and thus pose a Housekeeping risk to the safety of the Bank's establishments, its officer staff and trainees/ guest visiting the premises. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.
6. An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accidents & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work. The cost of such insurance shall be built by the contractor in the administrative charges percentage quoted by him.

Declaration by the Contractor

We / I have read and understood the Safety code for the housekeeping services at NABARD Office Premises, and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Place:

Date:

(Signature of the Tenderer)

Address:

Name and Seal:

ANNEXURE 1

BASIC INFORMATION ABOUT THE TENDERER

1.	Names, address of firm/Agency	:		Affix duly attested Photo
2.	Company and Telephone	:		
3.	Name, Designation, Address and Telephone No. of authorized person	:		
4.	Please specify as to whether Tenderer is sole proprietor Partnership firm/Private or Limited Company	:		
5.	Name, Address and Telephone No. of Directors/partners	:		
6.	Registration No.	:		
7.	Copy of PAN card issued by Income Tax Department and Copy of previous Financial Year's Income Tax Return	:		
8.	Provident Fund Account No.	:		
9.	ESI Code Number	:		
10.	License number under Contract Labour (R&A) Act 1970 of the Employer	:		
(a)	Details of Bid Security/ Earnest Money deposit	:		
(b)	Amount	:		
(c)	UTR Number of the amount Deposited in NABARD account	:		
(d)	Date of Deposit	:		
(e)	Name of Bank transferred from	:		
11.	Any other information	:		

Declaration by the bidder-

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of the bidder) (With seal) Name and Address

Draft ARTICLES OF AGREEMENT
(On Non-judicial stamp paper)

AGREEMENT FOR ANNUAL SERVICE CONTRACT

THIS AGREEMENT is made at Kolkata on thisday of2023

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development having its office at Bankers Institute of Rural Development at Abhilasha-1,06 Royd Street, Kolkata(700016) hereinafter referred to as “**NABARD**” (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the **ONE PART**

AND

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

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

WHEREAS

- a) NABARD, being desirous of outsourcing the works relating to Annual Service contract for Housekeeping services (hereinafter referred to “**the said works**”) at its Office premises at BIRD, Kolkata (hereinafter collectively referred to as “the said Premises”) for the period 01.07.2023 to 31.03.2025, vide its letter No.....dated....., issued a “Notice Inviting Tender” (hereinafter referred to as “the NIT”) inviting bids for providing the said works at the said Premises. A copy of the NIT is annexed herewith as “Annexure” and to be read as part and parcel of this Agreement.
- b) The Contractor had submitted its bid for undertaking the said works at the said Premises in GeM portal.
- c) NABARD, vide its Letters of Intent No.....dated.....2023 had selected the Contractor for carrying out the said works at the said Premises.
- d) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The contract shall commence with effect from the date of awarding the contract till 21 months unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or Cessation of the requirements etc. NABARD shall pay a sum of per month for the period from 01.07.2023 to 31.03.2025 to the Contractor for carrying out the said works in the said Premises as per the details given in the scope of work. The rate will remain fixed throughout the entire period of contract i.e., till 31.03.2025 and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries, and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled/semiskilled/unskilled labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/Central Govt. whose rates are adopted. NABARD will make payments only after the satisfactory completion of the periodic services on monthly / quarterly basis as indicated in the tender document.
2. **The contract may be renewed for further period/s of 01/02 years(one year at a time) after the expiry of the initial period i.e. 31.03.2025 with mutual consent, if required. NABARD shall, in that event, make a request in writing in this behalf to the Contractor one month prior to the expiry of the current contract/extended contract and upon such request, the Contractor shall provide the said works at the said Premises, on the same terms and conditions or with some addition /deletion/modification, for a further specific period, mutually agreed upon by the parties.**
3. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.
4. The Contractor should make discreet inquiries about the character and antecedents of the persons whom they are deploying in NABARD. The Contractor shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.
5. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by: -
 - i. List of individuals deployed
 - ii. Bio-Data containing educational qualifications and previous experience/s, date of birth, etc.
 - iii. Certification of verification of antecedents of persons by local Police authority.
 - iv. Identity Cards bearing photograph.
6. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in the tender document. No additional payment shall be made if the contractor keeps more staff for completing the pending work or if minimum staff strength is not able to perform satisfactorily as per the contract provision. All deployed manpower shall wear Identity card/s.
7. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.

8. The said works at the said Premises, which will be entrusted to the Contractor from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.
9. The Contractor shall, for all intents and purposes, be the “Employer” within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him and deployed in NABARD shall remain under the overall control and supervision of the Contractor. The persons deployed by the Contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The Contractor’s personnel shall not claim any benefit/ compensation /absorption/regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
10. The Contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required for carrying out the said works in the said Premises in accordance with this Agreement. The Contractor shall also inform and assist NABARD in procuring any registration, permissions or approvals, which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and / or renewed from time to time throughout the currency of this Agreement.
11. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.
12. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.
13. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions/duties, or for payment towards any compensation.
14. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to NABARD or any person authorized by NABARD, on demand. Further, the Contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.
15. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD.

16. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.
17. The Contractor, wherever and whatever material is provided by NABARD, shall use it properly. Any improper use leading to wastage / pilferage shall be made good by the Contractor to NABARD.
18. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed by the Contractor if they sustain any injury etc., while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD. The Contractors All Risk policies are required to be at least for 1.25 times of the contract value.
19. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, and administrative / organizational matters as all are of confidential/secret nature.
20. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.
21. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.
22. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the Officers of Department of Premises, Housekeeping and Procurement, NABARD so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
23. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.
24. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of Housekeeping risks, incompetence/conflict of interest/improper conduct.

25. In case, the manpower deployed by the Contractor commits any act of commission that amounts to misconduct/indiscipline/incompetence, the Contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD, remove him/them from the said Premises.
26. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in the State of West Bengal/GoI, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.
27. The Contractor, as a taxable service provider, must be registered with Central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans should be serially numbered and it should contain the Name and address of Service Provider & Service Receiver, Description of service, etc.
28. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are on time, irrespective of receipt of payment from NABARD. The bank deposit statement should be mandatorily furnished if asked for from time to time.
30. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.
31. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
32. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to NABARD or any other authority under law.
33. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees /agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage.
34. NABARD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.
35. 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 NABARD and the NABARD shall not be required to assign any reason therefore.
36. In case of breach of any terms and conditions of this Agreement, the Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.
37. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/obligation, NABARD will

be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.

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

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

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

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

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

43. Resolution of disputes

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

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

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

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

43. d. The venue of the arbitration shall be at Kolkata.

43. e. The language of arbitration shall be English.

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

44. Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on-

- (i) The business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or
- (ii) The expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

45. This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

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

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

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

Signed, sealed and delivered

Signed, sealed and delivered

By Shri

By Shri

For & on behalf of NABARD

The duly authorized signatory for & on
Behalf of the Contractor

In the presence of

In the presence of

1

2

2

PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the contractor/ service provider for effecting payment
Name and address of contractor/ service provider with phone nos.

1 Name of the account holder
(As appearing in the Bank account):

2 Name of the Bank:

3 Name of the Branch:

4 Account number:

5 RTGS/ NEFT/ IFS Code:

6 Type of account (Savings, current,
etc.):

7 PAN Number:

8 GSTN Number:

Please attach (1) photocopy of one cancelled cheque leaf of the above Bank account and (2) copy of PAN card and (3) allotment letter / registration letter under GSTN.

Place:

DATE:

NAME

(SIGNATURE OF THE TENDERER)

ADDRESS:

Pre-Contract Integrity Pact

(To be submitted on Rs. 200/- Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder) (Tenders without Pre- Contract Integrity Pact on Rs.200/- stamp paper shall be rejected out rightly)

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 enter into ANNUAL SERVICE CONTRACT FOR PROVIDING HOUSEKEEPING SERVICES AT BANKERS INSTITUTE OF RURAL DEVELOPMENT (BIRD) AT ABHILASHA-1, 6, ROYD STREET, KOLKATA (700016) 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:

Commitments of the BUYER

1.1 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.

1.2 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.

1.3 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.

Commitments of BIDDERS

3. 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 an pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

3.1 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.

3.2 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 disfavour to any person in relation to the contract or any other contract with the Bank.

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

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

3.5 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.

3.6 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.

3.7 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.

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

3.9 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.

3.10 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.

3.12 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 1956 and Section 2 of Companies Act 2013.

3.13 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

4.1 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.

4.2 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

5.1 While submitting the commercial bid, the BIDDER shall deposit an amount **Rs.37,000/- (Rupees Thirty Seven Thousandsd only)** as Earnest Money Deposit with the BUYER through an electronic transfer to designated bank account of National **Bank for Agriculture and Rural Development**.

5.2 The Earnest Money Deposit in respect of unsuccessful bidders shall be returned within Four weeks, only after the successful completion of the Bid Process. The Earnest Money Deposit of the successful Vendor/Bidder shall be released at the time of payment of the Tax Invoice for supply of only upon the Vendor/Bidder's completion of items listed in the scope of work and on receipt of the Performance Bank Guarantee.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond/ Guarantee 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.

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

6. Performance Bank Guarantee

6.1 The successful Bidder shall, at his own expense, deposit with the Joint Director, BIRD, Kolkata within 10 days of the notice of award of the tender, a Performance Bank Guarantee from a schedule commercial bank, payable on demand for an amount equivalent to five (5%) per cent of the of the total order value of (Value of tender work) in lieu of Retention Money Deposit for the due performance and fulfilment of the warranty/contract by the Bidder.

6.2 The Performance Bank Guarantee shall be denominated in INDIAN RUPEES only.

6.3 Without prejudice to the other rights of NABARD under the contract in the matter, the proceeds of the performance bank guarantee shall be payable to NABARD as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. NABARD shall notify the Bidder in writing of the invocation of the right to receive such compensation indicating the contractual obligation(s) for which the Bidder is in default.

6.4 The Performance Bank Guarantee will be discharged only after a period of six months after due performance of the obligations of the Bidder under the contract.

7. Sanctions for Violations

7.1 Any breach of the aforesaid provisions by the BIDDER or anyone 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 Retention Money Deposit/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 Earnest Money Deposit 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

7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 6.1(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.

7.3 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.

8. Fall Clause

8.1 The BIDDER undertakes that it has 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.

9. Independent Monitors

9.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (given on the next page).

9.2 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.

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

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

9.5 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.

9.6 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.

9.7 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.

9.8 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.

The IEM for this project would be

Dr. Sanjay Kumar Panda, IAS (Retd)

515, Ward No.3, Sideshwar Sahi, Cuttack City,

Cuttack district, Odisha 753 008

10. 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.

11. Law and Place of Jurisdiction

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

12. 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.

13. Validity

13.1 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.

13.2 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.

The parties here hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer

Chief Executive Officer

Designation

NABARD

Witness 1:

Witness 2:

Important instructions regarding Financial Bid

ESTIMATE

**AMC for providing housekeeping services at Bankers Institute of
Rural Development, 6, Royd Street, Kolkata-700016**

Sr. No.	Particulars	Wages calculation for 26 days @Rs.736/- per day
1	MW per worker per day (Total of Basic + VDA)x 26 days	19136
2	PF Contribution @13% (includes 0.5% EDLI+0.5%EPF admin charges). The Contributions are payable on maximum wage ceiling of Rs.15000/-. The contribution shall be payable on reimbursement basis on production of requisite documents.	1950
3	ESI contribution @ 3.25% on MW (The contributions are payable where the monthly wages are below Rs.21000/- or revised from time to time). Payable on reimbursement basis on production of requisite documents.	622
4	Bonus @ 8.33% of MW (shall be paid on reimbursement basis on production of requisite documents)	1594
5	Total wages for single unskilled worker for 26 days(1 to 4)	23302
6	Total monthly wages for all 3 unskilled workers	69906

Service Charges (To be filled by the bidder in percentage terms only)		
	Description	Basis for Quotation (Percentage %)
	Service Charges: NB: It should be inclusive of Management & Supervisor charges including Contractor's Profit, tools and machinery as per tender, Uniform for labourers, all overheads, etc. should be provided by the contractor as per Scope of Works specified in technical bid.	Percentage (%) rate to be quoted over at S.No 6 above %

Note: 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. Contractors are advised to quote service charges after due diligence which should be reasonable and workable. **The minimum service charges in the procurement of Manpower Outsourcing service may be 3.85%(excluding GST). However, in case two or more bids gets tied (multiple L1 bidders), then for awarding of the work shall be done as per procedure of GeM portal (such as reverse auction or any other process).**

Note:

1. Tenderers are advised to visit the site and understand the nature and scope of works thoroughly and familiarize themselves with the site conditions before bidding.

2. Tenderers are advised to ensure payment of minimum wages and other statutory payments at all times as per Central Govt. or State Govt, whichever is higher notifications during the currency of the Contract. No extra amount shall be paid over and above the quoted rate. The contractor should submit the Bank Statement in respect of salary payment monthly along with the claim.
3. **Tenderers are advised to quote Service charges in % rate in Part B of Price Bid as per the scope of work. Quoted percentage against service charges shall only be considered for comparison for deciding L1 (lowest quoted vendor).**
4. The proof of remittance of statutory contribution of PF (Employer and Employee) and ESI to the appropriate agency for those workers deployed by the Selected Bidder to execute the contract work in NABARD, must be provided by the Selected Bidder to NABARD every month along with the claim bill, failing which the claim bill shall not be settled. The Selected Bidder shall also submit the proof of remittance of Bonus, if any, for those workers deployed by the Selected Bidder to execute the contract work in NABARD along with the claim Bill for each month, failing which the claim bill shall not be settled.
5. Quoted rate for Service Charges should be workable, reasonable and should include incidental and all overheads and profits. The minimum service charges in the procurement of Manpower Outsourcing service may be 3.85% (excluding GST). However, in case two or more bids gets tied (multiple L1 bidders), then for awarding of the work shall be done as per procedure of GeM portal (such as reverse auction or any other process). The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required. Statutory deductions such as TDS on IT and GST shall be made as per the rules. No increase in rates will be allowed during the entire Contract Period on this account, even in the extended periods of the contracts except against Minimum wages and Statutory provision revised time to time. The rates will be considered for revision only in case of revision of statutory laws to the relevant extent.
6. The contractor has to submit the Police Verification details of all the people deployed by him at the site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.
7. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data & ID proofs of the staff deployed at site such as their full address, educational qualification, age proof etc. shall be made available before commencement of work. The staff has to be deployed in consultation with the Bank officials after performing the interview of the staff.
8. The deduction from the monthly payment will be made based on the absence of workers and also as per the penalty clause in Special Terms and Conditions.
9. Please note that it is tenderers responsibility to provide all works which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject to the satisfaction of the Bank.
10. The bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

11. The Contractor shall maintain an attendance register of the persons employed and the same shall be inspected daily by the officials of the Bank.
12. If any of the worker employed by the contractor is found to be under performing or any mobilization is found under the influence of alcohol or any abusive substance/indecent behavior reported while on duty, such person/persons shall not be allowed to work at site anymore and the Bank reserves the rights to ask contractors for immediately removal of such person(s) with suitable substitute immediately.
13. The contractor has to give satisfactory services for all works of AMC and bank reserves the right to remove/delete any particular work from the awarded AMC. The contractor has to submit monthly/quarterly bill, as the case may be.
14. The contractor will comply with Labor Laws requirements and maintain the muster roll and wage register etc. and produce the same in the NABARD office, if required. The contractor shall submit the necessary information/data to the concerned statutory authorities in the desired format.
15. The technical bid and price bid will be opened as per the schedule given in NTT.
16. The rate should be quoted in Indian Currency Only.

Accepted all terms & conditions
of Price Bid

Place	:	
Date	:	(Signature of the Tenderer)
Address	:	Name and seal