

"असम क्षेत्रीय कार्यालय, गुवाहाटी इसके स्टाफ क्वार्टर (प्लॉट 3 और प्लॉट 4) और विजिटिंग ऑफिसर्स फ्लैट में कीट नियंत्रण और कीटाणुशोधन सेवा के लिए वार्षिक रखरखाव अनुबंध,

“Annual Maintenance Contract for Pest Control and Disinfection Service at Assam Regional Office, its Staff Quarters (Plot 3 & Plot 4) and Visiting Officers Flats at Guwahati”



परिसर, सुरक्षा और खरीद विभाग,
नाबार्ड, असम क्षेत्रीय कार्यालय
असम सचिवालय के विपरीत, जी एस रोड,
दिसपुर, गुवाहाटी- 781 006
dpsp.guwahati@nabard.org

**Department of Premises, Security and Procurement,
NABARD, Assam Regional Office
Opp. Assam Secretariat, G S Road,
Dispur, Guwahati – 781 006
dpsp.guwahati@nabard.org
Mobile : 7738777532**

निविदा दस्तावेज जारी करने की तिथि Date of Issue of Tender Document	02 March 2023
बोलिकर्ताओं के साथ बोली- पूर्व बैठक	10 March 2023 10.00 Hrs

Pre-Bid meeting with bidders	
निविदा प्रस्तुत करने की अंतिम तिथि Due Date for Submission of Tender	22 Mar 2023 15.00 Hrs
तकनीकी बोली के खोलने की तिथि और समय Date and Time of Opening of Technical Bids	23 Mar 2023 15.00 Hrs
मूल्य बोली के खोलने की तिथि और समय Date and Time of Opening of Price Bids	Will be intimated separately to bidders who qualify technical evaluation.

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

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Pre-Contract Integrity Pact

(to be executed on non-judicial stamp paper of Rs.200/- by all the participating vendors)

Between National Bank for Agriculture and Rural Development (NABARD)
hereinafter referred to as "The Principal" And

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

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for The principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 -Commitments of the Principal

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

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

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

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

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract. '
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages

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

Shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

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

Section 7 - Criminal charges against violating Bidders(s) / Contractor(s) / Subcontractor(s)

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

Section 8 - Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is:

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

Format for complaint to Independent External Monitor (IEM)

Particulars	
Name of the RO/ TE	
Name of Complainant/ Vendor	
Address and Contact No.	
Tender details: a) Particulars: b) Date of tender called for: c) Last date of submission: d) Date of opening tender:	
Nature of complaint, in brief:	
Supporting documents enclosed/ evidence	
Relief sought:	

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

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

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

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him~ by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
8. If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 - Other provisions

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

(For & On behalf of the principal)

For & on behalf of the
Bidder/Contractor)

(Office seal)

(Office seal)

Place :

Date :

Witness 1 :

Witness 2

(Name and address)

(Name and Address)

PART – 1 Technical Bid

Important Definitions

1. “NABARD” means National Bank for Agriculture and Rural Development.
2. “The Bank” means NABARD, Assam Regional Office, Guwahati.
3. “Recipient”, “Respondent” and “Bidder” means respondent to the Tender Document.
4. “RO” means Regional Office.
5. Selected Bidder and Bank shall be individually referred to as “Party” and collectively as “Parties”.
6. “Bid” means response to this Tender Document.
7. “Tenderer” or “Contractor” shall mean the individual, or Manager of the firm or company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assignees of such firm or company.
8. “Contract Price” shall mean the final accepted rates in the Bill of Quantities.
9. "Accepting Authority" shall mean the Chief General Manager of the National Bank for Agriculture and Rural Development (the Employer), 'Approval' wherever used in the specifications or scope of work shall mean, approved by or approval of the 'Accepting Authority' in writing.
10. Notice in writing or written notice shall mean a notice in writing typed or written characters delivered to or sent by contractor, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.
11. “Letter of Acceptance” shall mean an intimation by a letter issued by the Accepting Authority of the Employer to tenderers that his tender has been accepted in accordance with the provisions in the said letter.

Disclaimer

The information contained in this Tender Document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of National Bank for Agriculture & Rural Development (NABARD), Assam Regional Office, Guwahati is provided to the bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is not an offer or invitation to bid by NABARD, Assam RO, Guwahati to any party other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this Tender Document is to provide the bidder(s) with information to assist them in formulation of their proposals. This Tender Document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis regarding any information contained in the Tender Document and the meaning and impact of that information and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice. National Bank for Agriculture & Rural Development, Assam RO, Guwahati makes no representation or warranty, express or implied, and shall incur no liability under any law, statute rules or regulations as to the accuracy, reliability or completeness of this Tender Document. National Bank for Agriculture & Rural Development, Assam RO, Guwahati may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this Tender document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

This Tender Document has been prepared solely for the purpose of enabling the Bank in defining the requirements for engaging the Services of an Agency for providing Pest Control Services at Regional Office of NABARD, Assam RO and its Staff quarters & VOF at Guwahati as mentioned in the Scope of Work.

The Tender Document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process.

Ref. No. NB.Assam.RO.DPSP/ AMC- for pest control and Disinfection/ 2447 / 2022-23

02 March 2023

2. NOTICE INVITING TENDER

“Annual Maintenance Contract for Pest Control and Disinfection Service at Assam Regional Office, its Staff Quarters (Plot 3 & Plot 4) and Visiting Officers Flats at Guwahati”

Date of issue of tender document	02 March 2023
Pre Bid Meeting with bidders	10 March 2023 at 10:00 AM
Due date for submission of tender	22 March 2023 by 03:00 PM
Date and time of opening technical bids	23 March 2023 at 03:00 PM
Issue and Opening of Price Bid	Will be communicated to qualified bidders in due course.

- 1) National Bank for Agriculture and Rural Development (NABARD), Assam Regional Office intends to award the **Annual Maintenance Contract for Pest Control and Disinfection Service at Assam Regional Office, its Staff Quarters and VOF at Guwahati for the contract period 01st April 2023 to 31st March 2025**. For this, a two stage-bidding process under offline mode i.e. Technical Qualification with respect to Techno-Commercial aspects and Competitive Rates is being followed. Tender documents can also be downloaded from our website www.nabard.org / CPP portal.
- 2) National Bank for Agriculture and Rural Development (NABARD) has its Assam Regional Office at G S Road, Opp. Assam Secretariat, Dispur, Guwahati-781 006. 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 so as 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.*
- 3) Tenders will be applied through Offline Mode only. The PART-I (Technical Qualification Bid) of the tender shall contain Technical Qualification bid (as per Section I, II, III & IV), along with proof of having submitted EMD; and terms & conditions in prescribed tender document. **The PART– II of the tender shall contain only the financial bid in the prescribed format.** Both the Envelopes viz.Part I and Part II should be enclosed in one single Envelope addressed to the CGM, NABARD, Assam

RO, Guwahati 781 006, under the Title :

**“Annual Maintenance Contract for Pest Control and Disinfection
Service at Assam Regional Office, its Staff Quarters (Plot 3 & Plot
4) and Visiting Officers Flats at Guwahati”**

- 4) No other terms & conditions should be there in the financial bid. If any terms & Conditions are stipulated in the tender document, the tender shall summarily be rejected.
- 5) The envelope containing the priced tender and other documents duly filled in signed by the tenderer and sealed as necessary, should be dropped inside the Tender Box available in the Premises Department in 3rd Floor **before 15.00 Hrs on 22.03.2023**. Late tenders shall not be accepted.
- 6) The PART-I (Technical Qualification Bid) of the tender shall be opened first on the date mentioned in the NIT document as per procedure. Based on the Technical Qualification bid / tender, the financial bids (Part-II) for competitive rates of eligible bidders will only be opened / considered.
- 7) 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.
- 8) 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.
- 9) Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the “The Chief General Manager, National Bank for Agriculture and Rural Development, Assam Regional Office, Opp. Assam Secretariat, Dispur, Guwahati 781 006” 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 before three working days prior to the date of submission of the Tender.
- 10) The tenderer shall deposit Earnest Money Deposit (EMD) amounting to **Rs.21,000/- (Rupees Twenty One Thousand Only)**, by **directly crediting the amount in our Current Account as per the details given below**, failing which, the Tender shall be rejected. No interest shall be paid on the EMD submitted by the bidders. EMD of unsuccessful bidders would be refunded after the award of work to the successful bidders. 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. MSE, NABARD empanelled vendors and

other eligible organizations will be exempt as per prevailing Govt. instructions upon submission of proof.

- 11) The details of account of NABARD are furnished below:-
- | | |
|-----------------------------|---|
| Name of Account | : National Bank for Agriculture and Rural Development |
| Account Number (VAN) | : NABADMN12 |
| Bank Name | : NABARD |
| Branch Name | : HEAD OFFICE, MUMBAI |
| IFS Code | : NBRD00000002 |
- 12) Validity of offer should be 90 days from the date of opening of price 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** except only if change in GST / statutory taxes and **subject to other terms & conditions mentioned elsewhere in the tender.**
- 13) The successful tenderer will be required to submit **@5%** of the accepted value of tender, as Security Deposit within 15 days of award of work(or the same amount will be deducted from 1st month AMC bill), which will be reckoned towards the Retention Money Deposit (RMD). The Earnest Money Deposit (EMD) of the successful tenderer shall be adjusted towards Retention Money Deposit. The RMD will be released after 60 days from the expiry of the satisfactory AMC period and will not bear any interest.
- 14) The Security Deposit 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.
- 15) A Pre-bid Meeting shall be held **on 10.03.2023 at 10.00 hours** in the office of NABARD, Assam Regional Office, Opp. Assam Secretariat, Dispur, Guwahati 781 006. You are also 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.**
- 16) Intending bidders have to arrange for execution of pre-bid pre-contract Integrity Pact (as per relevant stamp act of the state) failing which the tender will be rejected. The execution of IP is a pre-tender requirement and without submission of IP, the tender shall be rejected. The pre-contract Integrity Pact should be submitted in original to “The Chief General Manager, NABARD, Assam Regional Office, Opp. Assam Secretariat, G S Road, Dispur, Guwahati 781 006” on or before final date of bid submission.
- 17) The following is the Independent External Monitors (IEMs) appointed by the Central Vigilance Commission.

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

- 18) This Notice Inviting Tender (NIT) shall also form part of the Tender Document.
- 19) **The vendor should submit his tender well in advance so that last minute technical glitches can be avoided and NABARD will not be responsible for failure of submission of tender by the bidders in this regard. “No extension of time will be permitted if the vendor is facing difficulty or facing technical issues in uploading the document at the fag end of the time specified for closure of tender”.**

Yours faithfully

**(S Hrangkhoh)
Deputy General Manager**

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
ASSAM REGIONAL OFFICE, GUWAHATI

3. PRE-QUALIFICATION CRITERIA

To be submitted along with EMD of Rs. 21,000/-

**INSTRUCTIONS TO THE TENDERERS FOR FURNISHING
INFORMATION AS A PART OF PRE-TENDER QUALIFICATIONS
ELIGIBILITY CRITERIA**

- 1) Please note that pre-bid pre-contract integrity pact (in original) is invariably to be executed on or before the final bid submission date, failing which the tender shall be liable to be rejected.
- 2) The work involved is “Annual Maintenance Contract for Pest Control and Disinfection Service at Assam Regional Office, its Staff Quarters (Plot 3 & Plot 4) and Visiting Officers Flats at Guwahati”. Scope of work and services to be provided are indicated in the “SPECIAL TERMS AND CONDITIONS – Scope of Work (Part A)” and “Scope of work (Part B) – Illustrative” of this tender.
The tenderers are advised to visit all the sites, conduct survey of the existing arrangements to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.
- 3) The contractors should have experience of similar works during the last 7 years (ending 31.03.2022) and who fulfill the following criteria are eligible to tender: -
 - i) Should have carried out **minimum 1 similar work** with Govt/PSUs during last 3 years (ending 31.03.2022) with contract value (costing individually) not less than **Rs.10.00 lakh**.
OR
 - ii) Should have carried out **minimum 2 similar works** with Govt/PSUs during last 3 years (ending 31.03.2022) with contract value (costing individually) not less than **Rs.5.00 lakh**.
OR
 - iii) Should have carried out **minimum 3 similar works** with Govt/PSUs during last 3 years (ending 31.03.2022) with contract value (costing individually) not less than **Rs.3.00 lakh**.
- 4) The tenderers should have average Annual Turnover of **Rs.6 lakh** during the last three years 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, TIN, TAN, GST, ESI, EPF, 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 (with

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
ASSAM REGIONAL OFFICE, GUWAHATI**

the Pre-Qualifying Bid). 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 Assam and similarly registration with appropriate competent authority. Tenderers to note that copies of licenses and registration are to be submitted with the Pre- Qualifying bid i.e. Part I. Tenders without required documents will be summarily rejected.

- 6) Should have their own office within the city limits of Guwahati.
- 7) Tenderers are requested to submit the following documents in **PART - I** (Technical bid) for examining their qualification/suitability. Opening of **PART - II** (Financial Bid) will be subject to satisfying the prescribed eligibility criteria: -
 - i) Copies of Work Orders and Satisfactory Service Certificates 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 in Assam.** “Similar Works” means experience in executing Annual Maintenance Contract **for Pest Control and Disinfection Services** in similar Government / PSUs / Public Sector Banks / Autonomous Bodies, etc. **having registered office or such similar setup in Guwahati.**
 - ii) IT returns of last three consecutive financial years – 2019-20, 2020-21 & 2021-22.
 - iii) References of clients / particulars of bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executives / officials.
 - iv) Information in Section-I, II, III & IV as per enclosed proforma.
- 8) Intending tenderers are required to submit their full bio-data giving details about their organisation, experience, personnel in their organisation, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed statement which will be kept confidential.
- 9) 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.
- 10) 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 PART–II (Financial Bid) 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 even after qualifying the PART-I (Technical Qualification Bid) of the tender and PART-II II (Financial Bid) of the tender will be rejected. The Bank is not bound to assign any reason for

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rejecting the tender.

- 11) 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.
- 12) The bidder shall be registered with Income Tax and Goods & Services Tax (GST) authorities.
- 13) Bids quoted with administrative / service charges less than or equal to the applicable TDS (IT-TDS and/or GST-TDS) would be treated as unresponsive and invalid, which are liable for rejection.
- 14) Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.
- 15) Applications containing false and/or inadequate information are liable for rejection.
- 16) 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.
- 17) Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, Assam Regional Office, Opp. Assam Secretariat, G S Road, Dispur, Guwahati-781006.
- 18) Intending bidders have to arrange for execution of pre-bid pre-contract Integrity Pact as per the proforma given in the tender document (as per relevant stamp act of the state) failing which the tender will be summarily rejected.
- 19) **Non-Compliance of any of the conditions mentioned above will amount to non – eligibility for the Annual Maintenance Contract and the bid shall be summarily rejected.**

20) Details of The Tenderer :

S.No	Particulars	
1	Name and Address of the Agency (Including Telephone No.)	
2	Registration details of the firm (if any) (Attach documentary proof)	

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3	Income Tax PAN No (Attach self-attested photocopy)					
4	GST Registration No- (attach self-attested copy)					
5	Details of Bank Account:					
	(i) Name of the Account holder					
	(ii) Name of the Bank, Branch & Place					
	(iii) A/c type (Savings or Current): -					
	(iv) Account No. : -					
	(v) IFS code : - (Attach self-attested photocopy of a cheque)					
6	Details of Contractor's Licence:- (Attach self-attested copy)					
7	Details of EMD					
	Mode of Deposit	Instrument NO	Date	Name of Bank	Amount	
8	Brief history of the agency: (Attach separate sheet, if required)					

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9	Institutions which awarded work to the agency during the last 3 years: (Attach documentary evidence)	
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I/We have read and understood the instructions contained herein above and are acceptable to us.

Signature of the Tenderer with seal and address

Date:

Place:

Encls :

1	Registration certificate (if any)
2	Self-attested copy of the PAN card
3	Self-attested photocopy of a cheque
4	Confirmation of payment of Earnest Money Deposit (UTR No.)
5	Contractor's Licence
6	Terms and conditions duly signed
7	Scope of work and instructions duly signed
8	BOQ duly signed
9	Any other document

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Section-I-A-Basic Information

Sr No.	Particulars	Bidder's response
1	Name of the Tenderer/agency/ contractor and address of the registered office, telephone no., mobile no., fax no., email-id, and website address.	
2	Year of Establishment	
3	Type of the agency/ contractor (whether Sole Proprietorship/Partnership/Private Limited/ Limited or Cooperative Body etc.) Copies of supporting documents to be enclosed	
4	Name of the Proprietor / Partners / Directors of the agency/ contractor / Firm	1 2 3 4 5
5	Details of Registration a Whether Partnership firm, Company, etc. b Registering Authority c Date of Registration d Registration No.	a b c d
6	Whether registered/ empanelled for similar service with a. Government/ Semi- govt / Municipal Authorities or any other public organisation b. If yes, name of the authority c. and since when?	(Yes/ no)
7	Work Experience a Details of work experience in Pest Control and Disinfection services b Documentary evidence of previous experience if any, of carrying out works for NABARD / RBI / Public sector banks / Government department / Semi Govt. department /Other Public Sector Undertakings at any other center should also be given.	

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8	a) Areas of business activities, other than Pest control/Disinfection services, if any, and b) Place and address of such business	
9	a) Address of office through which the proposed work of the Bank will be handled; and b) Name & designation of In-charge	
10	Adequate and satisfactory evidence to indicate financial capacity of the person/ agency/ contractor to undertake the said work	
11	a) Names of bankers b) Full address of bankers c) Telephone (landline & mobile Nos), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed)	
12	Credit worthiness of the Tenderer & Turn Over during the specified period (Copies of IT deposit certificates such as copy of deposited Form 16 or any such other certificate along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed as proof of their credit worthiness and Turn Over for the last three years ending 31.03.2022.)	<u>Annual turnover</u> 2021-22 Rs. 2020-21 Rs. 2019-20 Rs. 2018-19 Rs.
13	Number of supplementary sheets attached	
14	a) Whether any civil suit/ litigation has arisen in the contracts executed by the applicant during the last five years (Yes/No) b) If yes, please give following information (suit-wise/ project-wise): i. Name of the Project & Organisation ii. Nature of work iii. Work Order No. and Date iv. Present stage of work v. Value of contract vi. Brief details of litigation	
15	i. Permanent Account Number (PAN) ii. TIN iii. Goods and Service Tax Registration No. iv. EPFO Registration No. v. ESIC Registration No. vi. Regional Labour Commissioner Registration	



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	(Copy of above documents to be enclosed)	
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Notes: Please attach self-certified copies of the following documents:

- a) Latest Income Tax Clearance Certificate
- b) IT Returns OR Audited Balance Sheet and Profit & Loss Account for the past three years i.e., FY 2021-22, FY2020-21 & FY 2019-20.

Signature of the Tenderer with seal & date

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Section 1-B-DETAILS OF GSTIN OF THE TENDERER

In order to enable us to report the details of the GST collected from you in the GST returns submitted by us, we request you to furnish your GSTIN (Goods and Services Tax Identification Number) in the following format, along with a self-attested photocopy of the GSTIN allotment communication.

GSTIN Information				
S. N o	GSTIN Details	Details to be filled up by customer		
1	Name of the Customer			
2	Customer ID			
3	Account No.			
4	PAN			
5	GST Identification Number (GSTIN)			
6	TAN			
7	Composition Scheme (Please indicate)	(Yes / No)		
8	Nature of service rendered- as given the registration certificate issued by the authorities			
9	Constitution of Business (Pl. Tick)	Compan y	Partners hip	Propriet ary
				Others, plz specify
10	Address of principal place of business in the state as per GST registration certificate	Address		
		City		
		PIN		
		State		

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	Multiple GST registration ** (If Yes, Please fill the following details)	(Yes / No)
	GST Identification Number (GSTIN)	

	Address of principal place of business in the state as per GST Registration certificate	Address	
		City	
		PIN	
		State	
	GST Identification Number (GSTIN)		
	Address of principal place of business in the state as per GST Registration certificate	Address	
		City	
		PIN	
		State	
11	Location	SEZ/STP/DTA	
12	Contact details	Name	
		E-mail ID	
		Phone No.	
Name of the Authorized Signatory/Primary Holder			Signature
Name of the Authorized Signatory/Joint Holder 1			Signature
Name of the Authorized Signatory/Joint Holder 2			Signature

*** In case of multiple GST Registration number, applicant may detail the GST registration of particular state for every transaction or else the default address mentioned in the form shall be selected by the bank for issuance of invoice.*

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Section-II -Previous Experience

- a) List of important works executed by the firm during last three years costing **Rs.5.00 Lakh** and above with experience in executing works of similar work i.e. Pest control and Disinfection service in organisations / institutes / training establishments etc. (Please attach extra sheets if required).

S.No	Name of the work And Location	Nature of Work	Name & full postal address of the owner. Also indicate whether Government or Semi-Govt.	Contract Amount(Rs)	Whether work was left incomplete or contract was terminated from either side? Give full II (Financial Bid) details.	Any other relevant information
(1)	(2)	(3)	(4)	(5)	(6)	(7)

*****The previous work order and completion certificate of the previous work Experiences should be uploaded separately***

- b) List of important ON HAND works costing **Rs.5.00 Lakh** and above in the field of Pest control and Disinfection service. (Please attach extra sheets if required).

S.No	Name of the work And Location	Nature of Work	Name & full postal address of the owner. Also indicate whether Government or Semi-Govt.	Contract Amount (Rs)	Whether work was left Incomplete or contract was terminated from either side? Give full details.	Any other relevant information
(1)	(2)	(3)	(4)	(5)	(6)	(7)

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**Section-III –Pest Control & Disinfection service staffs
and their Experience**

1. List of staffs, giving details about their technical qualifications, experience, etc. including that in the applicant's organization. (Please attach extra sheets if required).

S.No	Name	Age	Qualification	Experience	Nature of works handled	Date from which employed in the organization	Any other relevant information, if any

2. **List of available tools, Equipment.** (Please attach extra sheets if required).

S.No.	Name of tools/ Equipment and Accessories	Total No. of units available with agency	Required no. of units to be spared for NABARD's work (to be kept in our premises)
(1)	(2)	(3)	(4)
1			
2			
3			
4			
5			

3. Indicate other points, if any, to show applicant's technical and managerial competency to indicate any important point in applicant's favour.
4. No. of supplementary sheets attached for Part III.

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Section-IV - Details of Bank Account

1.	Name of the Vendor/Firm	
2.	Name of the Account Holder	
3.	Address of the Vendor/Firm	
4.	Name of the Bank, Branch and Address	
5.	Bank Code and Branch Code	
6.	IFS Code of the Bank Branch	
7.	Type of Account (Saving/Current/Cash Credit)	
8.	Account Number	

Note: Please also enclose a CANCELLED CHEQUE in respect of above account number.

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EVALUATION AND SELECTION OF THE BIDS

1. Opening of the Bids

Bids will be opened in front of the Committees constituted for this purpose in the Bank in the presence of not more than two representatives of each bidder who choose to attend the bid on the opening date. No separate intimation will be given in this regard to the bidders for deputing their representatives. The representative/s has/have to submit an authority letter duly signed by the bidder, authorizing him/her to represent and attend the bid opening on behalf of the bidder.

2. Criteria for Evaluation of Bids

- i. The Bank will constitute separate Committees for Technical and Financial Evaluation of the bids and to decide on selection of the successful bidder. The decision of the Bank shall be final and the bidder shall have no right to challenge the decision of the Bank.
- ii. The Technical Bids shall be evaluated on the basis of their response and by applying Evaluation Criteria specified in this Section.
- iii. In the first stage of Technical Evaluation, a proposal would be rejected, if it is found deficient as per the requirements indicated in Section 6 of this document.
- iv. The Technical Bids shall be evaluated first and at this stage the Financial Bids will remain unopened. On completion of Technical Evaluation of all proposals, the Financial Bids of the technically qualified bidders only will be opened.

3. Evaluation criteria for Technical Bid

- i. The evaluation of Technical Bid will be completed on a maximum of 50 marks as indicated below:

Sr. No.	Description	Score
1	Legal Structure	20
	Private Limited/Public Limited	20
	Partnership	15
	Proprietorship	10
2	Work Experience in the relevant field of work	10
	Above 20 years	10
	Above 10 years to 20 years	5

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	5 years to 10 years	2
3	Average Turn Over during the last three years ended 31.3.2022	10
	>26 lakhs	10
	26 >= 16 lakhs	5
	16 >= 6 lakhs	2
4	No. of works executed / ongoing in Government Departments / Organisations / PSUs / Banks in last 7 years (as on date of bid submission)	10
	Above 7	10
	Above 4 to 7	5
	Above 2 to 4	2

- ii. The Bank may add any other relevant criteria for evaluating the proposals received in response to this Tender at its sole discretion, to seek more information from the Respondents in order to normalize the Bids.
- iii. All those Bidders who attain a **minimum of 20 marks** on Technical Evaluation score **will be eligible for Financial Bid Evaluation**.

4. Evaluation of the Financial Bid

- i. The proposal of the successful bidder/s of the Technical Bid with the lowest Financial Bid will qualify as the L1 Bidder.
- ii. In the case of a tie between two or more Bidders, contract will be awarded on the basis of the Marks obtained in Evaluation of Technical Bid.
- iii. In case of multiple L1 bidders get same marks in Evaluation of Technical Bid also, then the purchase committee of the BANK may visit the work sites of the bidders and award marks to the work being carried out at the site adopting an objective criteria. The work will be awarded to the bidder with highest marks.
- iv. In case of multiple L1 bidders getting equal marks even after field visits, then final selection will be done based on draw of lots, as may be decided by jointly by the BANK and select bidders, or by pulling the highest number from a box containing 30 numbers.

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INSTRUCTIONS TO THE TENDERER

1. All the pages of the Tender Document shall be signed by the Tenderer. NABARD takes no responsibility for delay / loss in non-receipt of Tender Documents.
2. The Execution of Integrity pact (IP) should invariably be on non-judicial stamp paper of Rs. 200/- along with the Tender submission. The execution of IP is a pre-tender requirement and without submission of IP, the tender is liable to be rejected.
3. Intending tenderers shall deposit as earnest money a sum of Rs.34,600/- by crediting the amount into the current account of the National Bank for Agriculture and Rural Development, the details of which are given below:-

Name of Account	: National Bank for Agriculture and Rural Development
Account Number (VAN)	: NABADMN12
Bank Name	: NABARD
Branch Name	: HEAD OFFICE, MUMBAI
IFS Code	: NBRD0000002

4. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest, after finalisation of work order. In no case EMD shall bear any interest. Under no circumstances, earnest money deposit will be accepted in the form of fixed deposit receipts or Banks or Insurance guarantee or cheque.
5. The Earnest Money Deposit paid by the successful tenderer shall be held by the National Bank for Agriculture and Rural Development as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. The EMD / Initial Security Deposit (ISD) will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD / ISD.
6. "Retention Money Deposit" i.e. RMD of 5% of accepted value of the tender shall be directly credited to our current account (details given above) by the successful tenderer within 15 days of intimation to him of acceptance of tender (or the same amount will be deducted from 1st month AMC bill). The EMD already furnished shall be taken into account while determining the RMD. In other words, EMD shall become a part of RMD. The RMD 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. This forfeiture is independent of the liquidated damages provided for in the Contract.
7. The RMD will be released after 60 days from the expiry of the satisfactory AMC

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period and will not bear any interest.

8. The Tender / Quotation shall be submitted in the Tender Box (Offline mode) kept at NABARD Assam RO, Ground Floor, Dispur, Guwahati, as One Envelope containing PART- I (Pre- qualification Bid) and Second Envelope as PART-II (Financial Bid). Both the Envelopes (Part I and Part II) to be enclosed in one Single Envelope sealed and addressed to The CGM, NABARD Assam RO, Dispur, Guwahati with Titled as **“Annual Maintenance Contract for Pest Control and Disinfection Service at Assam Regional Office, its Staff Quarters (Plot 3 & Plot 4) and Visiting Officers Flats at Guwahati”**.

8. Bids to be submitted in the Tender Box (Offline Mode) before last date i.e. 22 March 2023 by 3.00 p.m.

9. **Tenderers are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NABARD before quoting the rates.**

10. If last date of receipt of Tender / Quotation and opening date is a holiday, then submission and opening of Tenders / Quotations shall be shifted to next working day without any change of time and venue.

11. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tenders may be rejected without making any reference to the Tenderers.

12. The Tenders will be opened in the presence of such Tenderers or their authorised representatives who choose to be present.

13. **No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted. In case any tenderer withdraws his/her tender during the validity period or is subsequently found to have sublet the same, the EMD amount received from such tenderers shall be forfeited.**

14. The tenderer should fill up rates both in figures and words. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. If there are differences in the rates indicated in words and figures or in the amount worked out by the tenderer, the following procedure shall be followed:

- i. When there is difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the bidder shall be taken as

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- correct.
- ii. When the amount of an item is not worked out by the bidder or it does not correspond with the rate written either in figures or in words, then the rates quoted by the bidders in words shall be taken as correct.
 - iii. When the rates quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and not the amount.
15. Notwithstanding anything stated above, NABARD reserves the right to assess the tenderers capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.
16. The vendor should submit his tender well in advance so that last minute technical glitches can be avoided and NABARD will not be responsible for failure of submission of tender by the bidders in this regard. "No extension of time will be permitted if the vendor is facing difficulty or facing technical issues in uploading the document at the fag end of the time specified for closure of tender".

DECLARATION BY THE TENDERER

1. I/we hereby declare that I/we have read and understood the General instructions, General conditions of Contract, detailed specifications and the conditions of work, etc. and hereby agree to abide by them.
2. I/we hereby confirm that the tender shall remain in force and valid for acceptance for a period of not less than 90 (ninety) days from the date of opening of the financial bid.
3. I/we also note that any additions, clarifications, etc. which we would like to bring to your attention are put in a separate sealed covering letter. I/we have ensured that only relevant entries asked for are made in the tender documents. Entries other than the relevant entry shall make the tender invalid.

DATE:
PLACE

SEAL & SIGNATURE OF THE TENDERER

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**GENERAL INSTRUCTIONS TO THE CONTRACTORS
AND GENERAL CONDITIONS OF CONTRACT**

1. Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. Quoted Service Charges should be workable and reasonable and should include incidental and all overheads and profits. The contractor would be required to furnish an analysis for scrutiny of the Service Charges, as and when called for, by NABARD.
3. Rates should **include all Taxes** (Goods and Service Tax, VAT, IT, WCT etc.), Duties, Octroi, Levies, Service Charges etc. as applicable and should be firm for the entire Contract period. Under any circumstances, no price escalation whatsoever shall be entertained during the contract period except revision in GST/other statutory payments.
4. **Monthly payment will be made based on bill submitted by the contractor and certified by the Assistant Care Taker/ Caretaker to the effect that the services are provided as per the contract agreement. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/Caretaker) after completion of the respective work on the formats enclosed / given for respective work and should submit all these with the bill.**
5. **The bill has to be raised only for the completed service cycle as indicated in the scope of work and the payment will be made for the completed service cycle amount as indicated in the financial bid by the contractor on the pro-rata basis. Non-completion of service cycle will attract Liquidity damages.**
6. **Liquidated damages: Time is the essence of the contract and Liquidated Damages" shall be recovered from the contractor's dues for delay in completion of the service cycle on his part. The quantum of liquidated damages per week shall be calculated at 0.25% of the accepted tender value subject to a maximum 5% of the accepted tender amount.**
7. Separate orders will be issued by NABARD in respect of additional works (if any) which are not covered under the comprehensive monthly charges. The bills for the same are to be submitted within a period of one month after completion of the work. NABARD may reject any claim made after the stipulated period. The bills for the works carried out without proper work slips/ work order will be rejected and no further representation will be entertained.
8. GST-TDS, Income Tax, Works Contract Tax, Goods and Service Tax and other taxes as

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applicable, will be deducted from total payment due to the Contractors.

9. 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 or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover for his employees at his cost and should be responsible for the safety of persons employed by him. The Contractor shall be fully responsible and shall compensate NABARD in the event of any damage to person or material, injury /damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workforce.
10. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.
- 11. The contractor shall deploy such minimum number of qualified and experienced staff to ensure that the work is attended in time as per the scope of work of the tender, to the satisfaction of NABARD.**
12. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules.
13. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/ compensation/absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other act related thereto.
14. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be responsible in any manner in the event of non-compliance with various labour laws in force by the contractor and the onus of compliance lies solely with the contractor.
15. The manpower deployed by the contractor should be in neat uniform, polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by

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the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously. No additional payment shall be made if contractor keep more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provision.

16. The Contractor shall abide by all the requirements of maintenance from time to time and shall strictly follow the obligation required by NABARD.
17. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
18. The Contractor or his authorised representative should visit the site frequently as required by NABARD and meet Officials for any clarifications and to receive instructions.
19. The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of NABARD on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients. The contractor shall fully compensate NABARD for such damage/loss. The decision of NABARD in this regard shall be final and binding.
20. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary without any notice.
21. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
22. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
23. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
24. The work should be carried out with least inconvenience to the staff members of NABARD. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working

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hours, entry of the workers to the premises, wearing of uniforms, interpersonal relation with the staff. The contractor shall provide photo identity card and uniform to its workers including the leave reserves. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.

25. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. The Contractor shall assist NABARD fully in respect of any liaison with the Municipal/Police or any other authority for necessary approval / permission with regard to the AMC works.

26. EXIT:

- i) First two months will be on a trial basis. If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 15 days, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period.
- ii) The contract is liable for termination by giving one-month notice by the Bank and three months' notice by the contractor.

27. The contractor shall arrange to provide mobile phone to all the personnel deployed at NABARD premises.

28. NABARD will not be responsible for contractor's materials.

29. The Contractor shall provide everything necessary for the proper execution of the works.

30. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.

31. No advance payment shall be made. Further, Contractor will not link payment to his manpower with the settlement of bills by NABARD.

32. **VALIDITY OF TENDER:** 90 Days from the date of opening of the Tenders.

33. If in the opinion of NABARD the work done by the contractor is not satisfactory, NABARD may decide depending upon the merit of the work to deduct such amount from the monthly bill amount as it may deem fit.

34. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and

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Regulations in force.

35. Contractor shall extend necessary help to other Contractors engaged by NABARD under separate contract for their respective work.
36. Contractor shall be required to furnish NABARD, as and when required, the following:
- (i) The Power of Attorney, name and signature of his authorized representative, who will be in- charge of execution of this contract.
 - (ii) Registration certificate copies.
 - (iii) Validity of Insurance Policies, Labour Contract License relating to staff engaged at NABARD site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.
 - (iv) Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by him. Any damage caused wilfully or in negligence to the works executed, shall be borne by him. The penalties mentioned in Service Level Agreement (SLA) shall be applicable.
37. The contractor shall remove from work any worker who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of NABARD.
38. The manpower deployed by the contractor for discharging the contractual obligations under the contract shall be the employees of the contractor. NABARD shall in no way be connected with such manpower and they shall have no claim whatever against NABARD.
39. The Contractor shall at his own cost and expenses provide all the materials, labour, supervision tools, plant apparatus, ladders, trolleys, conveyance, uniforms etc. required for execution of the work covered by this contract to the entire satisfaction of NABARD.
40. Notwithstanding anything contained therein the labourers, workmen, supervisors and other employed persons by the Contractor for the purpose of the works shall for all purposes be regarded as the Contractor's employees. Therefore, neither the contractor nor any of such employees shall have any right to complain or claim against NABARD. NABARD also shall have no concern with them and shall not be liable to make any payment to or any contribution on account of them.
41. a) The tender is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their bids/ offers.
- b) The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf

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of NABARD is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

c) The purpose of this tender is to provide the bidders with information to assist the formulation of their bids/ proposals. This tender does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and, wherever necessary, may obtain independent advice.

d) Bank makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.

42. The **contract shall be valid up to 31 March 2025**. The bank also reserves the right/option to **extend the validity of this contract at the same rates for a period of 01 year** and on the same terms and conditions, with consent from the vendor.

43. **Forfeiture clause:** In case of negligence/dereliction of duty by contractor's staff, the above contract shall be terminated without giving any notice by the Bank and the security deposit shall be forfeited.

44. Recovery of GST-TDS, income tax, education cess, work contract tax, goods and service tax etc. as applicable & in force shall be deducted from the bill during the currency of the contract.

45. The property shall be handed over to contractor for AMC on as-is-where-is basis.

46. The vendor should submit his tender well in advance so that last minute technical glitches can be avoided and NABARD will not be responsible for failure of submission of tender by the bidders in this regard. "No extension of time will be permitted if the vendor is facing difficulty or facing technical issues in uploading the document at the fag end of the time specified for closure of tender".

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

DATE:
PLACE:

Signature of the Tenderer
NAME AND SEAL

ADDRESS:

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SPECIAL TERMS AND CONDITIONS – SCOPE OF WORK

Scope of Work (Part A)

1. This contract shall be for a period from 01 April 2023 to 31 March 2025. In the event of National Bank requiring the services for further periods after the expiry of the initial period, it shall make a request in writing in this behalf to the Contractor one month prior to the termination of these presents and upon such request, the Contractor shall provide the services to the National Bank for the said premises on the same terms and conditions.
2. No overtime allowance or any compensation of any other kind shall be payable by National Bank to any person including supervisor employed by the Contractor for duties at the said premises.
3. National Bank shall deduct income tax and other taxes which it may be required under any law for the time being in force from the payment to be made to the Contractor for the services rendered to National Bank.
4. During the continuance of this contract or such extended time, the contractor shall provide pest control and disinfection services as per the requirement of the National Bank. The present requirement indicated in the scope of work would be liable for change as and when considered necessary by the National Bank.
5. The staffs posted at the aforesaid premises of the National Bank for duty shall be below **55 years of age** and be medically fit to perform the pest control and disinfection service. The working and deployment of staffs will be monitored by any official authorized by the National Bank for the purpose. They will be the employees of the contractors under their exclusive control and supervision and shall comply with the following: -
 - i) The contractor staffs on duty shall comply with the directions and instructions regarding the pest control and disinfection services issued by the representatives of the National Bank to the Contractor from time to time.
 - ii) The contractor shall ensure that the staffs provided by it are smart, educated and of high integrity and maintain proper discipline and they do not in any manner, cause any interference, annoyance or nuisance to the management or the National Bank or its business or work or its officers / employees / visitors, etc.
6. **They will not be allowed to stay overnight in the said premises after their duty hours and they will not be entitled to kitchen/housing facility in the said premises.**
7. The Contractor shall declare that they shall be responsible for the due compliance of all the legal provisions connected with requirement of the staffs posted at the said

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premises of the National Bank.

8. The Contractor shall comply with all statutory requirements in respect of their staff such as ESIS coverage, Provident Fund, payment of bonus, payment of minimum wages, dearness allowance, leave and gratuity benefits and other legal and statutory requirements in relation thereto and National Bank shall accept no liability in this regard. All such liabilities shall be discharged by the Contractor promptly without any default.
9. The contractor shall indemnify NABARD against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The contractor shall defend all actions arising from such claims, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. The persons including the supervisors, if deployed by the Contractor for duty in the said premises shall not deemed to be the employees of the National Bank in any manner and they shall not be eligible for any benefits like subsidized food etc. which the National Bank provides to its employees. The obligation, if any, for these benefits shall be the sole responsibility and rests entirely with the contractor. The contractor, before starting the work of execution of the service contract as described under scope of work, is required to submit a "Letter of Indemnity and Undertaking". A specimen of such letter is enclosed as Annexure II.
10. The National Bank will not be under any liability to pay any compensation to the staff deployed by the Contractor for their sustaining any injury etc. while discharging the duties in the said premises. The contractor shall get the staffs posted for duty at the said premises, insured against accidents at its own cost.
11. The National Bank shall, in the event of the contractor committing any breach of any of the terms and conditions of this agreement or if the services provided by the Contractor is considered to be unsatisfactory by the National Bank, be entitled to terminate this agreement by giving seven days' notice in writing and the Contractor shall not be entitled to any compensation for such termination.
12. On expiry of or early termination of the contract, the staffs shall vacate the said premises, without in any way causing any damage to the said premises and the property therein.
13. In case of any dispute or difference between the parties under this agreement, the same shall be referred to The Chief General Manager, NABARD, Assam Regional Office, Guwahati or to the person nominated by him and his decision shall be final and binding on the parties.
14. It is advised that vendors may submit copies of all documents in support of their claims / submissions, as asked for in the tender document of NABARD, along with an undertaking that all documents submitted are correct and if found otherwise, in future, will be liable for termination of the tender / contract without any notice.

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Scope of work (Part B) – Illustrative

A. List of all Premises

- 1. Office Building** – Underground Parking, Ground + 06 floors, Terrace the total approximate area is 45,232 sq.ft.
- 2. Quarters** - The Details of the flats and toilets that are to be covered under the contract work are indicated below,

Location	Total flats in the premises		Total Number of Toilets	Total Number of rooms
	2BHK	1 BHK		
NABARD Senior Officers Quarters – Plot 3, Swahid Dileep Huzuri Path, Sarumatoria, Dispur, Guwahati	20	--	20	20
NABARD Officers Quarters – Plot 4, Swahid Dileep Huzuri Path, Sarumatoria, Dispur, Guwahati	20	--	20	20
NABARD Staff Quarters – Plot 4, Swahid Dileep Huzuri Path, Sarumatoria, Dispur, Guwahati	--	24	24	24

(Note : Plus Parking area)

- 3. Guest Houses-VOF/VEF/MF** – The details of guest houses are indicated below:

Location	Total Number of Rooms including the attached Bathroom, Kitchen & Hall
VOF (Visiting Officers' Flat) – VIP Road, Near Royal Enfield Showroom, Sixth Mile, Guwahati	11

(Note : Plus Parking area)

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**Detailed scope of Work
Name of the Job:**

**“Annual Maintenance Contract for Pest Control and Disinfection
Service at Assam Regional Office Premises, its Staff Quarters (Plot 3 &
Plot 4) and Visiting Officers Flats at Guwahati”**

PART – I (OFFICE BUILDING)

1. The Office building is having Ground plus Six Floors with the Officers Lounge and Staff Canteen along with Dining area and Kitchen for each are located in 1st floor and 2nd floor respectively. The total built up area of the office building is 45,232 sq.ft.
2. The Contractor has to treat all the areas inside the Office building, as necessary and/or as decided by the Bank for treatment of ants (red & black), mosquitoes, rodents, cockroaches, bugs, spiders, silver fish, wasps, lizards, etc. so as to keep the premises free from the above. The treatment shall be with odourless and non-toxic Gel bait treatment (Combined with odourless spray where required). The treatment shall be as far as possible odourless, herbal and not harmful to human beings.
3. The snake, rodent control treatment should be carried out by trapping, poison baits, fumigation, etc. in and around the premises to keep it free of rats and snakes. If after treatment also, rodents and snakes are found, additional treatment shall be carried out without any extra payment. Rodent control should commence with strategic placement of bait and at suitable interval of time to bring the rodent population under control. Subsequently, periodic visits/treatments should be made by the Contractor to continue baiting as per the specification and keep constant vigil on rodent population.
4. The Contractor has to put necessary chemicals inside the drains, damp areas, manholes, sewer lines, etc. regularly to destroy the mosquito breeding.
5. For termite treatment, the contractor shall inspect all the areas in the office building regularly and report to the office such locations where termite treatment is required to be carried out. Termite treatment work will be taken up as an extra item of work as and when required and should not be loaded in the AMC charges for the said comprehensive pest control treatment work.
6. The Treatment to be carried out in the Kitchen/Pantry of Lounge, Canteen, officers' Lounge etc., on every week and all other areas on every fortnight and the Contractor has to get the Signature of the ACT/CT after the completion of the Weekly and Fortnightly treatment works as per the prescribed format and should submit along with the bill.
7. All chemicals used at the time of treatment shall be of reputed make and shall not contain any banned chemicals that are harmful to human health.
8. The work may have to be carried out during holidays also and hence prior permission shall be obtained from the Bank for these works.
9. **Please note that the frequency of treatment in case of Part-I will be fortnightly treatment for internal/external areas and weekly for kitchen/dining areas. However, the rate to be quoted per month only and the payment shall be made on quarterly basis.**

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PART – II (RESIDENTIAL PREMISES-OFFICERS & STAFF QUARTERS & VOF)

(A) Scope of work for Pest Control (Fortnightly) – External Areas in the officers/staff quarters and VOF

1. The Contractor has to treat all the areas inside the Housing Complex, as necessary and/or as decided by NABARD for treatment of ants, mosquitoes, rodents, cockroaches, bugs, spiders, silver fish, wasps, lizards, etc. so as to keep the premises free from pests. The details of work involved are given in the BOQ.
2. Snake, rodent control treatment should be carried out by trapping, poison baits, fumigation, etc., in and around the premises to keep it free of rats and snakes. The contractor has to treat the termite mounds with required pesticides/chemicals inside the premises to get rid of the snake menace. If after treatment also rodents/snakes are found, additional treatment shall be carried out without any extra payment. Rodent control should commence with strategic placement of bait and at suitable interval of time to bring the rodent population under control. Subsequently, periodic visits/treatments should be made by the Contractor to continue baiting as per the specification and keep constant vigil on rodent population.
3. Contractor has to put necessary chemicals inside the drains, damp area, manholes, sewer lines etc., regularly to destroy the mosquito breeding, every fortnight or more frequently as required/directed by the Bank.
4. Contractor has to get the Signature of the ACT/CT after completion of the Fortnightly Spraying works as per the format enclosed and should submit with the bill along with the Declaration given in the format.

(B) Scope of Work of Pest Control Inside the Flats with Herbal Treatment (Quarterly):

1. The treatment for ants, cockroaches, mosquitoes, bugs, spiders, silver fish, wasps, lizards, etc., inside the flats should be treated with Herbal treatment only. No other method of treatment shall be permissible inside the flats. The material composition of the Herbal treatment shall not contain any banned chemicals which are harmful for human health.
2. Applying the herbal chemical inside the flats shall be done at strategic locations to get rid of all the household pests such as cockroaches, bugs, spiders, silver fish, wasps, lizards, etc. The payment shall be made based on the resident's and CT/ACT's Certificate as per the format enclosed and as per the rate quoted by the Contractor.

(c) Scope of work – Mosquito control in the complex

1. Fogging in the external areas for reducing the mosquito menace has to be done as and when necessary for which extra payment shall be made, per treatment in the whole Colony. The area of fogging shall be inside the Residential Complex as and where necessary as decided by the Bank.
2. All chemicals sprayed or gas generated out of spraying at the time of treatment shall not contain any banned chemicals which are harmful to human health.
3. The Contractor has to get the Signature of the ACT/CT and signature of one or more staff/officers after the Completion of Fogging Treatment as per the format enclosed and should submit with the bill along with the Declaration given in the format.
4. **The frequency of treatment will be based as per “B-The Schedule of Quantity for Internal/external spray and rodent/snake control, herbal treatment, fogging inside the flats and the rates to be quoted shall be per month, per quarter and per treatment respectively. Payment shall be made on quarterly basis.**

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B. The Schedule of Quantity

Sl. No	Service	Required Service	Duration/Tenure		
			Office	Quarters (03)	Guest Houses (VOF/VEF/MF)
1	Pest Control Service (Flies)	Spraying inside/outside the perimeter/office/flats/rooms with the GoI approved Chemicals like Imidachloprid 30.5 SC, Propoxur 20 EC, Flycobait, etc.,	Monthly once	Monthly once*	Monthly once*
2	Pest Control Service (Mosquitoes)	For Indoor usage – Spraying the perimeter/office/ flats/rooms with Bayer K Othrine Flow or its equivalent brand.	Monthly once	Monthly once*	Monthly once*
		For Outdoor use - Spraying the perimeter/office/ flats/rooms with the GoI approved Insecticides like Cyfluthrin 5 EW, Deltamethrin 2.5 SC, Lambda 10WP, Cyphenothrin, Deltamethrin 1.25 ULV, Alphacypermethrin 5% WP, Deltamethrin 2.5 % WP, etc.,			
		For Outdoor use - Fogging the perimeter/common areas of Office and its Quarters with the GoI approved Insecticides like Cyphenothrin, Deltamethrin 1.25 ULV or its equivalent.	Monthly twice	Monthly twice	Monthly twice
3	Pest Control Service (Cockroaches)	Spraying inside/outside the perimeter/office/flats with the GoI approved Odorless Chemicals like Alphacypermethrin 10% EC/SC, Deltamethrin 2.5 SC, Propoxur 20 EC, Fipronil Gel, Cypermethrin 10% EC/25% EC, etc.,	Monthly once	Monthly once*	Monthly once*
		Inside rooms of all the Office	Monthly	Monthly	Monthly

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		premises /Quarters /guest houses with Maxforce Gel (30 grams) or its equivalent – 40 Gel tubes to be utilized per week.	once	once*	once*
4	Pest Control Service (Ants)	Spraying inside/outside the perimeter/office/flats/rooms with the GoI approved Chemicals like Alphacypermethrin 10% EC/SC, Deltamethrin 2.5 SC, Propoxur 20 EC, Cypermethrin 10% EC/25% EC, Imidachloprid 30.5 SC, etc.,	Monthly once	Monthly once*	Monthly once*
5	Rodent Service (Rats)	Placing of Rat Traps – minimum 200 nos. at inside/outside areas of all the perimeters/office area/flats/rooms.	Will be permanently utilised throughout the entire contract period.		
6	Disinfection Service	Spraying of GoI approved Disinfectants on entire office premises, Guest houses and all the common areas of Quarters (perimeter/staircase/common areas like Gymnasium, Association rooms, Community halls, etc.,)	Monthly once on Saturdays	Monthly once on Saturdays	Monthly once on Saturdays

Note:

* All the Pest Control Services at Quarters should be carried out in the first week of every month. The Pest Control Service camp should be setup at all the quarters with the required manpower posted for the entire 1st week (Monday to Saturday) from 10.00 hrs to 17.00 hrs on all days to cover all the flats.

\$ The cakes/Glue pad/Traps placed for Rodent control services should be placed weekly once for the above indicated quantity and to be checked within 48 hours from the time of placing the same & remove the captured rats from our premises.

The Disinfection services should be carried out monthly once on Saturday or any other day as informed by the bank.

Any changes suggested by the bank with respect to quantity and timing of the above said scope of work should be adhered to by the contractor without any extra charges.

Option Clause: The tender rates shall be fixed and applicable for any increase up to 25% in the tendered quantities. The Employer can decrease any quantities to any extent as per requirements and the contractor will be paid the service charge only on the pro-rata basis calculation as indicated in the financial bidding. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account.

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SAFETY CONDITIONS OF THE CONTRACT

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

1. Smoking and chewing pan/ tobacco/ gutkha / any other drugs, consumption of alcohol etc. are prohibited in the building.
2. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of his staff in the premises.
3. Staffs will not be allowed to stay overnight in the said premises after their duty hours and they will not be entitled to kitchen/Stay/housing facility in the said premises.
4. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.

We/I agree to the safety conditions and to ensure compliance with the same fully.

Signature of the tenderer with seal and date:



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FORM OF TENDER

**“Annual Maintenance Contract for Pest Control and Disinfection Service
at Assam Regional Office, its Staff Quarters (Plot 3 & Plot 4) and Visiting
Officers Flats at Guwahati”**

Please Note: Works/Work here and elsewhere in the tender shall mean **“Annual Maintenance Contract for Pest Control and Disinfection Service at Assam Regional Office, its Staff Quarters (Plot 3 & Plot 4) and Visiting Officers Flats at Guwahati”**

The Chief General Manager,
National Bank for Agriculture and Rural Development,
Assam Regional Office,
Opp. Assam Secretariat, G S Road,
Dispur,
Guwahati-781 006.

Dear Sir

1. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said conditions of the Contract Agreement annexed thereto.

2. Our Bankers are: (i.)

(ii.)

3. Address of the firm :

Tel. No:

Fax:

Email:

Mobile No(s):

i) _____ ii) _____

Name of the person(s) authorised to sign the contract

i) _____ ii) _____

iii) _____

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4. Name of the partner(s) of the firm authorised to sign the contract

i) _____ ii) _____

iii) _____

5. The names of the Partners/Directors of our firm are

i) _____ ii) _____

iii) _____

6. I / We have examined and understood the Scope of Works with its Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the tender invited by you.

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

8. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the rates quoted by me / us in the attached Bill of Quantities in all respects as per the Terms & Conditions and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.

9. I / We enclose herewith interest free Earnest Money Deposit receipts of (EMD) of **Rs.21,000/-** (Rupees Twenty One Thousand Only) by e-payment and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and / or in case of breach of contract in the event of our failure to execute the Contract when called upon to do so by accepting our Tender. I agree that EMD shall not bear any interest.

10. I / We agree to pay all Government (Central and State) Taxes such as trade tax, Excise Duty, Octroi, GST, Income etc. as applicable and other taxes prevailing from time to time and the rates quoted by us in the tender are inclusive of the same.

11. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates or any other reasons whatsoever during currency of the contract period (i.e. up to 31st March 2025) except only if, any changes in GST/other Statutory payments.

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12. I / We have already executed pre-bid pre-contract Integrity Pact as per the proforma given in the tender document (as per relevant stamp act of the state).

i) _____ ii) _____

iii) _____

**NAME OF THE PERSON(s) AUTHORISED TO SIGN
AND SUBMIT THE TENDER**

Documentary proof in respect of Letter of Authority / Power of Attorney enclosed along with the Tender.

YOURS FAITHFULLY

(SIGNATURE OF THE TENDERER with Seal)

**NAME AND ADDRESS OF THE TENDERER
AND SEAL**

DATE:

PLACE:



**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
ASSAM REGIONAL OFFICE, GUWAHATI**

Draft Articles of agreement

(to be executed on a non-judicial stamp paper of Rs.200/-)

THIS AGREEMENT is made at Guwahati on this day of 2023

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Assam Regional Office at G S Road, Opp. Assam Secretariat, Dispur, Guwahati 781 006, herein after referred to as “NABARD” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the ONE PART.

AND

Shri./M/s.....(Individual/Proprietorship/partnership firm/Company) incorporated/registered underAct, or R/o, and having its (place of business or Office) athereinafter referred to as ‘Vendor’ (which expression shall unless repugnant to the context meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS the NABARD is desirous of carrying out the work of “**Annual Maintenance Contract for Pest Control and Disinfection Service at Assam Regional Office, its Staff Quarters (Plot 3 & Plot 4) and Visiting Officers Flats at Guwahati**” and has caused specifications describing the work to be done and prepared by NABARD, Assam Regional Office, Guwahati.

AND WHEREAS the Vendor has visited the site and fully understood the existing conditions of site for execution of work.

AND WHEREAS the Vendor has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable thereunder (hereinafter referred to as “the said contract amount”).

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

1. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the vendors shall upon and subject to the said conditions annexed, carry out, execute and complete the supply/work shown in the contract, described by or referred to in the schedule of quantities and in the said conditions.
2. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be

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respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.

3. The Scope of work and all the terms and conditions as enumerated in this tender is part and parcel of this agreement and binding on the parties. The vendor shall ensure that all items of work specified in the scope of work is attended to. In case of difference between the tender document and this agreement, the agreement will prevail.

4. This Agreement and documents mentioned herein shall form the basis of this contract.

5. NABARD reserves to itself the right of altering the nature/quantum of the work by adding to or omitting any items having portions of the same carried out without prejudice to this Contract.

6. The Vendor shall provide to NABARD a security deposit of Rs..... (Rupees Only) (Interest Free).

7. In case of breach of any terms and conditions attached to this contract, the Security Deposit of the Vendor will be liable to be forfeited by NABARD besides annulment of the contract.

8. In case any of the documents furnished by the Vendor is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract.

9. The NABARD shall pay the vendor the said contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

10. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.

11. All payments by the NABARD under this contract will be made only at Guwahati.

12. The Vendor shall afford every reasonable facility for carrying out all works of other Contractors employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.

13. The Vendor shall indemnify and keep indemnified, defend and hold good NABARD, its staff and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Vendor or their personnel on account of misconduct, omission and negligence by the Vendor or his staff.

14. The Vendor shall ensure proper conduct of its personnel in NABARD's premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

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15. NABARD shall not be responsible for any damages, losses. Claims, financial or other injury to any person/s engaged by Vendor in the course of their performing the functions/works, or for payment towards any compensation.
16. Time shall be considered as the essence of this contract, and the Vendor hereby agrees to commence the work/ job on the next day of receipt of the work order as provided for in the said conditions and to complete the entire work within the time period prescribed below reckoned from the date of receipt of such work order subject nevertheless to the provision for extension of time.
17. NABARD reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
18. **DISPUTE RESOLUTION**
- (a) In case of dispute regarding the quality of work and product / unsatisfactory services etc., the final authority will rest with the Chief General Manager, NABARD, RO, Assam and the same will be binding on the Vendor.
- (b) In the event of any claim, difference, dispute or controversy and questions whatsoever arising between the parties under this agreement and subsequent agreement shall in the first instance, be attempted to be resolved between the parties themselves.
- (c) If the dispute cannot be resolved through consultations between the Parties within 30 (thirty) days after 1(one) Party has served a written notice on the other Party requesting the commencement of such discussions, any Party may thereafter in writing, demand that the dispute be finally settled by an arbitration comprising of sole arbitrator mutually appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996 or any modifications thereof. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the parties to this Agreement and shall have prior experience as Arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Guwahati. The language of arbitration shall be English.
- (d) The award of the arbitrator/s so appointed shall be final and binding on the parties.
- (e) Work under the contract shall be continued by the Vendor during the arbitration proceedings unless otherwise directed in writing by NABARD. No payment due, or payable by NABARD, to the Vendor 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
19. If the vendor becomes insolvent or found to have offered any bribe in connection with the contract or the Vendor fails to observe or perform any condition of this contract 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 security deposit and



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recover from the Vendor any loss suffered by NABARD on account of the contract being terminated.

20. This agreement is being executed in duplicate, NABARD shall keep the original and the Vendor shall keep the duplicate.

21. The Vendor shall bear the expenses for stamp duty on this agreement for both the original and the duplicate copy.

22. That the several parts of this contract have been read by the Vendor and fully understood by the Vendor.

IN WITNESS WHEREOF the NABARD and Vendor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

IN WITNESS WHEREOF the NABARD has set its hand to these presents through its duly authorized official and the Vendor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

SIGNATURE CLAUSE:

SIGNED AND DELIVERED BY the National Bank for Agriculture and Rural Development by the hand of.....

Signature

Name & Designation

In the presence of.....

Signature

Name & Address

Signed and sealed by the vendor by the

Hand of Shri/Smt.and duly constituted attorney. If the Vendor signs under its common seal, the signature clause should tally with the sealing clause in the articles of association. If the vendor is signing by the hand of power of attorney, then whether a company or individual to be specified:

Signature of the Vendor

Name of the authorized official Address:

In presence of Shri/Smt.



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Signature

Name & Address



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Annexure-I

Specimen of Letter of Authorisation

(to be given by bidder/tenderer)

The Chief General Manager
NABARD, Assam Regional Office
Guwahati 781 006.

Dear Sir,

Subject: Letter of Authorisation

We (name of the company) have submitted our bid for participating in Bank's Bid/Tender No. _____ dated _____ for **“Annual Maintenance Contract for Pest Control and Disinfection Service at Assam Regional Office, its Staff Quarters (Plot 3 & Plot 4) and Visiting Officers Flats at Guwahati”**. We also confirm having read and understood the terms of Bid/Tender as well as the scope of work & requirements.

As per the terms of Bid/Tender, we nominate Mr. _____, designated as _____ of our company to participate in the bidding process. NABARD shall contact the above named official for any and all matters relating to the bidding process.

We, hereby confirm that we will honour the bids placed by Mr. _____ on behalf of the company in the bidding process, failing which we will forfeit the EMD. We agree and understand that NABARD may debar us from participating in future tenders for any such failure on our part.

Signature with company seal	
Name –	Name of Authorised Representative
Company / Organization –	Designation of Authorised Representative
Designation within Company / Organization –	Signature of Authorised Representative
Address of Company / Organization –	Verified by

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Annexure II

Letter of Indemnity and Undertaking

(To be submitted by the successful bidder)

To
The Chief General Manager,
National Bank for Agriculture and Rural Development
Assam Regional Office,
Opp. Assam Secretariat, G S Road, Dispur,
Guwahati-781 006.

Sir

Subject: Letter of Indemnity and Undertaking

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to avail "**Annual Maintenance Contract for Pest Control and Disinfection Service at Assam Regional Office, its Staff Quarters (Plot 3 & Plot 4) and Visiting Officers Flats at Guwahati**" as per this tender and which are hereinafter for brevity sake referred to as Pest control/Disinfection services, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the _____ (contractor/bidder) hereby declare and certify that we are the rightful owners/ licensees of the said service offered to NABARD and that the sale of the said service to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said _____ (contractor/bidder) hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

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We, the said _____ (contractor/bidder) hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

Yours faithfully

(Name and Designation) **of Authorized Official**

PART II (Financial Bid)

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
ASSAM REGIONAL OFFICE, GUWAHATI**

PREAMBLE TO SCHEDULE OF QUANTITIES

**“Annual Maintenance Contract for Pest Control and Disinfection Service
at Assam Regional Office, its Staff Quarters (Plot 3 & Plot 4) and Visiting
Officers Flats at Guwahati”**

1. Preamble to schedule of quantities form a part of schedule of quantities for contractual purpose and should be studied carefully prior to filling up the schedule of quantities.
2. Schedule of quantities supersedes Technical specifications, General and Particular conditions of Contract in case there are any discrepancies between any of these sections.
3. Items are described to the best possible extent in schedule of quantities. However, should there be any clarifications required about any item, the same should be done by the bidder prior to quoting final rate for a particular item. No claim for any unclear and missing information shall be entertained after opening of the financial bid and also once the contract is awarded.
4. If no rate/amount is mentioned against any of the items in Bill of Quantities, the same shall be considered to be covered in the quoted items, or the tender may be rejected at the discretion of NABARD.
5. Notes given in the Bill of Quantities should be read carefully before quoting the rates.
6. All quoted rates shall be inclusive of all taxes including goods and service tax, operating charges, etc. unless otherwise stated. No other claim whatsoever in this respect shall be entertained.
7. Income Tax, Works Contract Tax or any other Tax as applicable will be deducted from any payment due to the Contractors. The Contractor shall furnish necessary documentary evidence related to PAN and Certificate for Registration under Works Contract Tax/ Goods and Service Tax.

8. RATES TO BE FILLED IN BILL OF QUANTITIES

The tenderer is requested to fill up rates both in figures and words. If on check there are differences between the rates given by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.

- a) When there is a difference between the rates in figure and in words, the rates, which correspond to the amounts worked out by the contractor shall be taken as correct.

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- b) When the amount of an item not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.
 - c) When the rates quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
9. The Bank do not bind itself to accept the lowest or any tender and reserve its right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.
10. Before tendering, the tenderer shall assess himself the existing condition of the buildings and the site, level of the site and give due allowance in his item rate quotation for any provisions as necessary.

DECLARATION BY THE CONTRACTOR

We/ I have read and understood all the instructions/conditions stated above and we / I accept all the above terms and conditions without any reservation. We/ I have taken in to account the above terms and conditions while quoting the rates.

Place:

Signature of Contractor (with Name and Seal)

Date:

Address:

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
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**“Annual Maintenance Contract for Pest Control and Disinfection Service
at Assam Regional Office, its Staff Quarters (Plot 3 & Plot 4) and Visiting
Officers Flats at Guwahati”**

FINANCIAL BID

Sl. No	Services	No. of Service cycle in a Month	Rate per Service cycle (Rs.)	Cost per Month (Rs.)
1	2	3	4	5 (4*3)
1	Pest Control Services (Spraying of Insecticides for flies, mosquitoes, cockroaches, ants & bed bugs)	One time		
2	Pest Control Services {Placing of 40 no's of Maxforce Gel (30 grams)}	One time		
3	Pest Control Services (Fogging of Insecticides for Mosquito control on all the common/open area of Office/Quarters/Guest houses)	Two times		
4	Rodent Control Services (Rat Traps – minimum 200 no's at inside/outside areas of all the perimeters/ office area/flats /rooms)	Will be permanently utilised throughout the entire contract period.		
5	Disinfection Services (Spraying of Chemicals)	One time		
6	Total (1 to 5)			
7	GST Charges @18% on sl.no.6			
8	Total Charges (6+7)			
9	Total Charges (Amt in Words)			

The rates against each services are to be filled in the sheet provided as financial bid. The L1 bidder shall be finalized based on the total cost of the bid (inclusive of the GST).

Date:
Place

Signature of the tenderer with seal

Checklist of Items to be enclosed as part of tender

1. Pre-Contract integrity Pact (To submitted at Office in Hard copy)
2. Duly signed and sealed copy of the tender document
3. Proof of EMD remitted.
4. Registration certificate/ Certificate of incorporation
5. GST registration certificate
6. Bank details/Cancelled cheque
7. Duly filled Proformas given in Section-I ,II, III,&IV
8. Work completion certificates and certificates for works in hand (work orders) certificate.
9. Turnover certificate attested by a Chartered Accountant
10. Audited financial statements for FY 2021-22, 2020-21, 2019-20
11. Specimen of Letter of Authorisation
12. Letter of Indemnity and Undertaking
13. Various licenses/certificates as indicated in the document