Tender Document for Comprehensive Maintenance, Housekeeping and Catering of Visiting Officers Flats (VOF) of NABARD Gujarat Regional Office for five years from 01/04/2020 to 31/03/2025 at Navrangpura, Ahmedabad

National Bank for Agriculture & Rural Development
Department of Premises, Security & Procurement (DPSP) Gujarat Regional Office, Opposite Municipal Garden, Usmanpura, Ahmedabad – 380013
E-mail: dpsp.ahmedabad@nabard.org, Telephone: 079-27554023

<table>
<thead>
<tr>
<th>कार्यक्रम</th>
<th>तारीख/कार्यकाल</th>
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<tbody>
<tr>
<td>दर्ज किया जाना च�ाई करने की तारीख</td>
<td>6 फरवरी 2020</td>
</tr>
<tr>
<td>Date of Issue of Tender Document</td>
<td>6 February 2020</td>
</tr>
<tr>
<td>बैठकों के साथ पूर्व बैठक के समय</td>
<td>21 फरवरी 2020 को 11:30 बजे</td>
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<tr>
<td>Pre-bid meeting with bidders</td>
<td>21 February 2020 at 11:30 hrs</td>
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<tr>
<td>आवेदन करने की अंतिम तारीख</td>
<td>26 फरवरी 2020 को 14:30 बजे तक</td>
</tr>
<tr>
<td>Due date for submission of tender</td>
<td>26 February 2020 upto 14:30 hrs.</td>
</tr>
<tr>
<td>बैठक के खोलने का दिनांक और समय</td>
<td>26 फरवरी 2020 को 15:30 बजे</td>
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<tr>
<td>Date &amp; Time of opening of Bid</td>
<td>26 February 2020 at 15:30 hrs.</td>
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<thead>
<tr>
<th>विदेशी का नाम</th>
<th>Name of the Bidder</th>
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<tbody>
<tr>
<td>संपर्क संख्या</td>
<td>Contact Number</td>
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<tr>
<td>पता</td>
<td>Address for Correspondence</td>
</tr>
<tr>
<td>ई-मेल</td>
<td>E-Mail ID</td>
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<tr>
<td>क्रम संख्या</td>
<td>भाग/विषय</td>
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<tr>
<td>Sr. No.</td>
<td>भाग/विषय</td>
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</tbody>
</table>
| 1. | निविदा आमंत्रण सूचना  
Notice Inviting Tender | |
| 2. | टेंडर का फॉर्म  
Form of Tender | |
| 3. | कार्य क्षेत्र  
Scope of Work | |
| 4. | आ्‌नूलग्िक  
Annexure | |
| 5. | टेंडर के नियम और शर्तें  
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General Instructions to Bidders | |
| 7. | समझौते के अनुच्छेद  
Articles of Agreement | |
| 8. | बोली  
Bid | |
Notice Inviting Tender

For Comprehensive Maintenance, Housekeeping and Catering Contract for Visiting Officers Flat (VOF) located at Navrangpura, Near St. Xavier College Corner for NABARD Gujarat RO for five years

1. NABARD intends to enter into contract with a reputed agency for “Comprehensive Maintenance, Housekeeping and Catering of VOF of NABARD Gujarat Regional Office, Ahmedabad for five years” at the following addresses. 

VOF No. 1, 2, 3, B-10, B-20, B-30, C-2 and Executive Suite, NABARD Vihar, Near St. Xavier College Corner, Navrangpura, Ahmedabad

2. You are requested to submit your offer in a sealed envelope for the aforesaid contract as per the detailed specifications and other requirements as mentioned in this tender document. The tender document will be available for download at https://www.nabard.org/Tenders.aspx?cid=501&id=24.

3. The Pre-Bid meeting will be held at 11:30 hrs. on 21 February 2020 at NABARD Regional Office, Ahmedabad. To be eligible to participate in the pre-bid, the bidder should already have conducted a site survey and should have satisfied himself about the overall feasibility of the work/service. The clarifications being sought in the pre-bid meeting should be submitted in writing at least 05 working days prior to the date of pre-bid meeting by email to dbsp.ahmedabad@nabard.org. All the clarifications of the pre-bid meeting will be part of tender.

4. Tender should be submitted in a sealed envelope. The envelope should be addressed to “The Chief General Manager, NABARD, Gujarat Regional Office, Opposite Municipal Garden, Usmanpura, Ahmedabad-380013” and superscribed “Tender for Maintenance, Housekeeping and Catering Contract for VOF of NABARD Gujarat Regional Office, Ahmedabad for 5 years”. The tender should be submitted into the Tender Box placed on 2nd floor, Department of Premises, Security and Procurement (DPSP), NABARD Tower, Usmanpura, Ahmedabad and not later than 14:30 hrs. on 26 February 2020.
5. Bid should consist of the following:

a) Earnest Money Deposit of ₹ 10,000/- which can be remitted by NEFT into Account No. 912020012465660, IFSC UTIB0001336 Axis Bank, Navrangpura, Ahmedabad.

b) Duly filled (wherever applicable) and signed copy of all pages of this tender documents. The stamped signature will not be accepted.

c) Undertaking by the Authorized Signatory of the Vendor/Bidder, clearly stating that the bidder has not been blacklisted by any Central/State Government Organization or PSU.

6. Before filling up the tenders, the bidders may note the following:

a) The bid shall remain valid and open for acceptance for 03 months from the date of opening of the bid.

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

c) NABARD reserves the right to accept or reject any/all tender(s) in part or whole of any bidder/bidders without assigning any reasons for doing so.

d) The bidder is requested to visit the site at NABARD Vihar, Near St. Xavier College Corner, Navrangpura, Ahmedabad before bidding.

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

8. NABARD reserves the right to give preference to any contractor who is qualified and having experience in Tourism/Hotel Management.

Yours faithfully

(J. D. Monga) / (Rajesh Kumar)
Deputy General Manager / Assistant General Manager
2. FORM OF TENDER

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<td>Date</td>
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The Chief General Manager
National Bank for Agriculture and Rural Development
Gujarat Regional Office
Opposite Municipal Garden, Usmanpura,
Ahmedabad – 380013

Dear Sir,

Tender for Comprehensive Maintenance, Housekeeping and Catering Contract for VOF of NABARD Gujarat Regional Office, Ahmedabad for five years

Having examined the tender documents for “Comprehensive Maintenance, Housekeeping and Catering Contract for VOF of NABARD Gujarat Regional Office, Ahmedabad for five years” for “VOF No. 1, 2, 3, B-10, B-20, B-30, C-2 and Executive Suite at NABARD Vihar, Near St. Xavier College Corner, Navrangpura, Ahmedabad-380009” and having understood the provisions of the tender documents, having thoroughly studied the requirements for Comprehensive Maintenance, Housekeeping and Catering Contract for VOF of NABARD at Ahmedabad, I/We submit herewith the tender offer to you for the Comprehensive Maintenance, Housekeeping and Catering Contract in accordance with the terms and conditions and within the time mentioned in the tender documents at the price quoted by me/us in the “Bid” submitted separately duly signed in a sealed cover as desired in the tender. I/We enclose with tender, the following duly signed documents namely: -

a. Notice Inviting Tender
b. Undertaking & Declaration
c. Scope of Work and Terms & Conditions of Tender
d. General Instructions to Bidders
e. Information about tenderer
   (Along with all documentary proof for information provided in the form)
f. Articles of Agreement (To be signed by the successful bidder)

I/We hereby undertake that the statements made herein and the information given in the document are true in all respect and that in the event of any such statement or information being found to be incorrect in respect of any particulars, the same may be construed to be a misrepresentation entitling NABARD to avoid any resultant contract, to terminate the contract and will compensate NABARD for any loss/damage caused due to such misrepresentation and NABARD may also, at its discretion apply the blacklisting clause. I/We confirm having remitted by NEFT, requisite amount towards Earnest Money which does not bear any interest for Maintenance of VOF.

Yours faithfully

(Signature with date of Authorized Signatories)

Name:

Designation:

Seal of firm:
2 a) Undertaking & Declaration by the Bidder

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The Chief General Manager  
National Bank for Agriculture and Rural Development  
Gujarat Regional Office  
Opposite Municipal Garden, Usmanpura, Ahmedabad – 380013

Dear Sir,

**Undertaking & Declaration by the Bidder**

Having examined the tender documents for “Comprehensive Maintenance, Housekeeping and Catering Contract for VOF of NABARD Gujarat Regional office, Ahmedabad for five years” for “VOF No. 1, 2, 3, B-10, B-20, B-30, C-2 and Executive Suite at NABARD Vihar, Near St. Xavier College Corner, Navrangpura, Ahmedabad-380009” and having understood the provisions of the tender documents, having thoroughly studied the requirements for Annual Maintenance Contract for VOF of NABARD at Ahmedabad, I/we undertake/declare as under.

I/We undertake that

g. I/We have not been blacklisted by any Central/State Government Organization or PSU.

h. I/We declare that I/we will follow C.L. (R & A) Act and Minimum Wages Act and other labour laws as applicable from time to time & indemnify NABARD for any liability arising out of operation of C.L. (R & A) Act and Minimum Wages/Labour Act.

Yours faithfully,

(Signature with date of Authorized Signatories)

Name:

Designation:

Seal of firm:
3. **Scope of Work**

1. NABARD is desirous of having a maintenance contractor responsible for upkeep and maintenance of its VOF at the following addresses.

<table>
<thead>
<tr>
<th>Location</th>
<th>Details</th>
<th>Remarks</th>
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<tbody>
<tr>
<td>VOF No. 1, 2, 3, B-10, B-20, B-30, C-2 and Executive Suite at NABARD Vihar, Near St. Xavier College Corner, Navrangpura, Ahmedabad</td>
<td>08 Rooms, Halls and Common areas.</td>
<td>Comprehensive Maintenance, Housekeeping and Catering Contract</td>
</tr>
</tbody>
</table>

2. The maintenance contractor shall maintain and update all registers/documents including complaints register relating to the work, as asked to do from time to time by NABARD, for attending complaints, upkeep and maintenance of the said VOF etc.

3. Keeping in view the No. of Rooms, Hall and Common area sufficient number of experienced/trained staffs to be deployed by the successful bidder on-site. The deployment may be made in such a way that at any point of time at least one staff is present in the VOF (24 x 7). Moreover, staff deployed must have experience in catering, maintenance and housekeeping of the premise.

4. The successful bidder will maintain detailed record of materials required/used at the VOF.

5. The terms and conditions regarding fixtures, fittings and all other items present within the said VOF shall be as follows:

   a. The successful bidder shall ensure the safety of the furniture, fittings, stores and all other electrical, electronic, office equipment & consumables present within the said VOF and keep the VOF rooms locked when not in use after proper housekeeping.

   b. **As due performance of his obligations hereunder, the successful bidder shall deposit with and keep deposited with Bank a sum @ 2% of the quoted amount (total annual value of the contract), as Performance Security Deposit within 15 days of award of work.** No interest will accrue on the said deposit. Such deposit would be refunded to the successful bidder after the successful bidder has settled all his liabilities, if any, towards NABARD at the time of completion/termination of this agreement. **The Performance Security Deposit** is liable to be forfeited by NABARD if the successful bidder commits breach of any or all of the terms and conditions contained herein. The amount of liability to be recovered for breakages, of articles referred above shall be arrived at on the basis of the prevailing market prices of such articles/items or the prices paid by NABARD at the time of purchasing them, whichever is higher.

   c. The officer(s) of NABARD may at any time inspect the maintenance work/job and all items/articles handed over by NABARD to the successful bidder and deemed to be in possession of the successful bidder and the successful bidder shall give all assistance for this purpose to officers deputed in this behalf.
6. **List of items of work to be attended**

   a. Preparing and serving food to guests timely & in a clean and hygienic manner.
   b. Changing curtains, linen (bedsheet, pillow cover, mattress cover etc.) in the VOFS.
   c. Ensuring general cleaning of VOFS/Hall/Common area, toilets, lobbies, staircases, cupboards, beds, Kitchen and other areas of the facility to keep them in proper hygienic conditions.
   d. An exclusive person to be deployed to take care of the handing/taking over of guest rooms, provision of drinking water to the occupants and running small errands.
   e. Ensuring dusting and maintenance of furniture & fixtures provided in VOFS.
   f. Ensuring that dining hall, dining table, all the utensils, crockery, linen, kitchen equipment etc. are properly cleaned.
   g. Maintenance of Drawing Room, TVs, Reception with holding of charge of keys, issue of toiletries to guests and other officials.
   h. Making arrangements for bringing medicines etc. for occupants (on payment basis).
   i. Ensuring careful operation of TV/Dish connection and ensuring, in co-ordination with DPSP officials, that DISH connection is up to date.
   j. Ensuring that all lights, plumbing fittings, TVs, A/Cs, geysers, kitchen equipment etc. are in working condition.
   k. Ensuring that lights, geysers, coolers, AC Units and other such appliances in the building are switched on and off as per requirement.
   l. Calling AMC service provider(s) to ensure up to date maintenance of Water Purifier, Fridge, Television, Cable/Dish connection.
   m. Keeping drinking water, mosquito repellent, toiletries etc. in the rooms of guests.
   n. Visiting Officers Flats comprises of 07 (Seven) independent rooms and 01 (One) Executive Suite, all having attached toilets. It also has 01 (One) kitchen and 01 (One) drawing room with one dining table. NABARD shall provide all infrastructural facilities like building, furniture, linen, plumbing & sanitary fittings, electrical fittings & fixtures, required number of items for utensils, crockery, cutlery etc. The successful bidder shall maintain full inventory of all the articles and maintain proper account thereof. Any breakage, theft, etc. shall be recovered from the successful bidder. The successful bidder shall also maintain attendance register for the personnel mentioned hereunder and submit a copy thereof along with the bills for payment.

7. **Trained Helper(s)/Worker(s)/Cook(s)/Any Other Employee(s)**

   a. Should be provided with appropriate and clean uniforms & be neatly dressed.
   b. Should be morally upright, honest, courteous and polite & have positive attitude.
   c. Should not be suffering from any diseases.
   d. Should keep the dining hall and dining tables always clean and presentable.
   e. Should enquire with guests and provide additional food items on request.
   f. Should clean utensils/plates thoroughly using appropriate cleaning material.
   g. Should not keep guests waiting to be served/unattended.
   h. Should guide the guests to safety in case of fire/other disaster/accident.

8. **Cook(s)**

   a. Should have adequate experience in handling kitchens.
   b. Should be well versed in cooking north and south Indian dishes as well as continental cuisines for dinner/lunch/breakfast items.

9. **Cleaning of linen, kitchen equipment and cutlery/crockery etc.**

   a. Should use appropriate and good quality cleaning materials only.
b. Should arrange to carry out washing/cleaning of linen after every change of occupancy, or on every third day or if demanded for by the guests or if stained.

c. Washing of linen is to be done by a separate washer man. The cleaning charges of linen would be reimbursed by NABARD as per rate approved by NABARD. The contractor would ensure that the cleaning of linen is strictly as per manufacturer’s guidelines.

10. **Provision of Toilet kits, Mineral water, Tea /Coffee/ Sugar/Milk Sachets etc.**

a. **One toilet kit** should be provided to each guest on allotment. 

b. If demanded by guest(s), mineral water bottles shall be served to them on [chargeable basis](#).

c. One sugar, tea, coffee and milk kit should be provided to each guest on allotment. 

d. Additional quantities of sugar/tea/coffee/milk etc., if demanded by guest(s), shall be served to them on [chargeable basis](#).

# Kits will be provided by NABARD as per its arrangement and contractor should inform DPSP RO well in advance for replacement of VOF kits

11. **General**

a. Contractor of the VOF should obtain booking confirmation form each guest and arrange to make necessary entries in VOF register and VOF kit Register.

b. Contractor of the VOF should obtain feedback from each of the guests and submit it to NABARD.

c. Contractor of the VOF should take service requests/complaints in Service Request Register and intimate the concerned vendor/NABARD suitably.

d. Contractor of the VOF will maintain a comprehensive list of inventory at VOF for all consumables as well as other assets.

e. Contractor of the VOF will facilitate inspection/supervision of VOF.

12. **Others**

a. NABARD reserves the right to demand change of employees, if required qualities are found lacking.

b. The successful bidder will not change the employees without prior approval of NABARD.

13. **Food & Beverages**

NABARD will fix the menu for breakfast, lunch and dinner in consultation with the contractor and cooks. Lunch/dinner/breakfast orders will be taken from guests and food served to them at appropriate times. Only quality ingredients (trademarked where available, see Annexure I below) like cereals, grocery, spices, tea, coffee etc. should be used. Beverages like soft drinks etc. will be charged on MRP. Regarding meals etc. the breakfast, dinner and lunch shall be charged at fixed rate as approved by NABARD. The rates for food & beverages will be from the date of agreement of the contract. Revision of prices will be considered, if necessary, keeping in view the prevalent market rates and decision of NABARD in this regard will be final. **The charges for all the above will be collected by the in-charge from the guest(s) before they check out of the guestroom(s)**

Signature of Tenderer with date & Seal of the firm:
Annexure I

**Indicative List of Ingredients** to be used by the successful bidder for Catering Service in VOF in fulfilment of contract #

<table>
<thead>
<tr>
<th>Ingredient</th>
<th>Brand</th>
</tr>
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<tbody>
<tr>
<td>Wheat flour</td>
<td>Ashirwad (Plain/multi-grain)/Annapurna/ Pillsbury</td>
</tr>
<tr>
<td>Rice</td>
<td>Dawat (daily use)/ Patanjali/ India Gate</td>
</tr>
<tr>
<td>Pulses</td>
<td>Rajdhani/ Mangat Ram (Unpolished)</td>
</tr>
<tr>
<td>Spices</td>
<td>MDH/Everest/Catch</td>
</tr>
<tr>
<td>Turmeric</td>
<td>- Do -</td>
</tr>
<tr>
<td>Salt</td>
<td>Tata (low sodium)/ Patanjali</td>
</tr>
<tr>
<td>Sugar</td>
<td>Mawana/ sugarfree</td>
</tr>
<tr>
<td>Refined Oil (edible oil)</td>
<td>Sunflower/Saffola</td>
</tr>
<tr>
<td>Milk</td>
<td>Amul (Toned)</td>
</tr>
<tr>
<td>Tea leaf</td>
<td>Lipton/Tetley/Red label (nature care)</td>
</tr>
<tr>
<td>Coffee</td>
<td>Bru/Nescafe'/Sunrise</td>
</tr>
<tr>
<td>Pickle</td>
<td>Tops/Mother's Receipe/Priya</td>
</tr>
<tr>
<td>Papad</td>
<td>Lijjat/Haldiram</td>
</tr>
<tr>
<td>Vessel cleanser</td>
<td>Vim/Prill (liquid soap)</td>
</tr>
</tbody>
</table>

# This is to provide quality meals in Breakfast/Lunch/Dinner. The cost of it will not be reimbursed by NABARD. The contractor must settle the bill(s) with guests before they check out.

**DECLARATION BY THE TENDERER**

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

Signature of Tenderer with date & Seal of the firm:
4. Terms & Conditions of Contract

1. **VOF Maintenance** - The successful bidder/Vendor/Service Provider shall provide Maintenance/Catering Services of VOF at NABARD Vihar, Navrangpura, Ahmedabad to the satisfaction of the National Bank for Agriculture & Rural Development (NABARD), hereinafter, also referred to as “National Bank” or “the Bank”.

2. Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.

3. Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required.

4. The Contractor shall be fully responsible and shall indemnify the Bank with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and/or his employees or workmen. The decision of the Bank in this regard shall be final and binding.

5. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules. The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law(s) for entering into Maintenance Contract and the Bank will not in any way be liable or responsible for any default/irregularities/penalties on the Contractor’s part.

6. The Contractor or his authorised representative should visit the site as per requirement and meet NABARD's Officials with prior appointment for any clarifications and to receive instructions etc. at the site.

7. 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.

8. The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside the Bank’s residential quarters.

9. **Contract Period:** This contract shall be for a period of **five years** with provision for annual review of contractor’s performance by the Bank. To accommodate price escalation during the period, a review will be done after a period of 3 years and revision will be based on a mutually agreed rate.

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

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

12. While submitting the monthly bill, the contractor shall submit all the required documents/statements as desired and/or demanded by the Bank.

13. **Payment Terms by the Bank:**—
   a. The bank shall pay to the Contractor, on monthly basis, housekeeping/maintenance/catering charges as indicated in Bid of the successful tenderer against the satisfactory service and bills raised by the contractor.

   b. No overtime allowance or any compensation of any other kind shall be payable by the Bank to any person including supervisor employed by the Contractor for duties at the said VOF.
c. The Bank shall deduct income tax/TDS and any other taxes which it may be required to, under any law for the time being in force, from the payment to be made to the Contractor for the services rendered to the Bank. A certificate of tax so deducted at source in the prescribed format will be issued to the Contractor.

14. Compliance of Legal Provisions – The Contractor shall be responsible for the due compliance of all the legal provisions connected with equipment of housekeeping/maintenance staff posted at the said VOF of the Bank.

15. Compliance with Statutory Requirements- The Contractor shall comply with all statutory requirements in respect of their staff such as ESIC 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 the Bank shall accept no liability in this regard. All such liabilities shall be discharged by the Contractor promptly without any default.

16. Breach of the Agreement/Unsatisfactory Performance - The Bank shall, in the event of the contractor committing breach of any terms and conditions of this agreement or if the services provided by the Contractor is considered to be unsatisfactory by the Bank or for any other reason considered by the Bank as sufficient, be entitled to terminate this contract by giving one month notice in normal circumstances and without any notice in exceptional circumstances and the Contractor shall not be entitled to any compensation for such termination.

17. Maintenance of VOF at Other Premises - The Bank, if so desired, may ask the Contractor to provide Maintenance/catering services in any other VOF/Office of the Bank and the Contractor shall provide such housekeeping/maintenance arrangement on contract basis on the above terms and conditions.

18. Continuance of Services - Notwithstanding anything contained in this tender, the Contractor shall continue to provide Maintenance of VOF to the Bank on terms and conditions of this tender/agreement till the date Bank terminates this arrangement.

19. Vacation of Premises - On expiry of or early termination of the contract, the Contractor and his staff shall vacate the said VOF, without in any way causing any damage to the said VOF and/or the property therein.

20. Innovativeness – The contractor shall bring to the notice of the Bank, innovative ideas shared by guests or otherwise for maintenance of VOF to the highest standard.

21. The successful bidder shall execute an agreement with the Bank at his own cost on non-judicial stamp paper as per the prevailing rates in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which bidders EMD may stand forfeited. The Contractor shall bear the stamp duty on behalf of both parties for execution of the agreement.

Signature of Tenderer with date & Seal of the firm
4a. 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.

A. General

1. Smoking and chewing pan/tobacco/gutkha/any other drugs etc. are strictly prohibited in the building/VOF.
2. No jobs involving welding, soldering, lighting of flames or involving heat sources are permitted to be carried out after office hours or on holidays and Sundays without prior permission of NABARD. Moreover, such type of general maintenance/repairs will be covered out by NABARD’s empaneled vendors.
3. The contractor shall ensure that the persons deployed for the work are well conversant with the operation of fire extinguishers.
4. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during the period his/her staff works in the VOF.

B. Safety precautions of portable electrical appliances

Precautions in handling portable electrical appliances are more significant under monsoon conditions. Some likely situations are highlighted here for attention and action to ensure that conditions and methods of usage conform to the safety of personnel and property.

1. **Broken sockets/pin plug/loose connections**: Wires shall not be directly inserted into the sockets as the earth lead of the equipment inserted into the phase socket may give shock to the operator.
2. **Joints in flexible cables**: Usage of portable appliance is such that electrical and physical integrity of joint may be suddenly affected, leading to severe sparking and fire if combustible/inflammable materials are present near the joint. Perhaps this may not be noticed by the operator at all.
3. **Appliance body grounding and system grounding**: In the absence of or ineffective appliance body grounding, operator may receive severe shock in case of phase to earth fault during usage. All earth pins in sockets must have low impedance and mechanically firm earthling according to Indian Electricity Rules/BIS 3043 so that safety is assured to operators even under fault conditions.
4. **Water leakage**: Water reduces efficiency of insulation depending upon exposure. Presence of moisture on ordinary switches may give a shock during operation. Switches in chronic leakage areas should preferably be de-energised until the rectification is done and contractor shall take clearance from NABARD’s engineer on the issue.

Signature of Tenderer with date & Seal of the firm
5. General Instructions to Bidders

1. **Eligibility Criteria**— Offers are invited from Contractors/Bidders who fulfill the following pre-eligibility criteria.
   
a. The firm/individual(s) having experience of at least 3 years of similar works with any of the PSUs/Banks/Central Govt. /State Govt. /Autonomous Bodies/Public or Private Company will be given preference.

   For the purpose of this clause 'Similar work' means the work of “Providing Comprehensive Housekeeping/Maintenance Services”

b. Experience of having successfully completed similar work during last 7 years (ending 31/03/2019) should be either of following:

i. Three similar completed works whose individual annual work value is costing not less than Rs. 2, 40, 000 (Rs. Two lakhs Forty thousand only)

ii. Two similar completed works whose individual annual work value is costing not less than Rs. 3 lakh (Rs. Three lakh only)

iii. One similar completed work whose individual annual work value is costing not less than Rs. 4, 80, 000 (Rs. Four Lakh Eighty Thousand Only)

c. Experience will be an added advantage for the bidder(s) in selection procedure.

2. **Earnest Money Deposit (EMD)** - Intending tenderers shall pay an Earnest Money Deposit (EMD) of **₹ 10,000/-** (Rupees Ten Thousand Only) by remitting through NEFT into Axis Bank, Navrangpura, Ahmedabad A/c No. 912020012465660 (IFS Code UTIB0001336 and UTR No. and date of deposit will be mentioned in the Tender.

3. **Maintenance Deposit and EMD** - The amount of Performance Security Deposit to be maintained will be 2% of the total annual value of the contract. The **Earnest Money Deposit of ₹ 10,000/-** paid by the successful tenderers shall be held by the Bank as partial Performance Security Deposit for the execution and due fulfillment of the contract. The balance amount of Performance Security Deposit (Performance Security Deposit minus Earnest Money Deposit) should be deposited with the Bank by NEFT from a Scheduled Bank within 15 days of award of work. No interest shall be paid on the said deposit. All compensation or other sum of money payable by the party to the Bank under the terms of this contract may be deducted from his Performance Security Deposit if the amount so permits and the party shall, unless such deposit has become otherwise payable, within 10 days after such deduction make good in cash the amount so deducted.

   **Address & Time Limit** - Sealed Tenders, should be addressed by name to “Chief General Manager, National Bank For Agriculture and Rural Development, Gujarat Regional Office, Opposite Municipal Garden, Usmanpura, Ahmedabad – 380013” and superscribed “Tender for Maintenance, Housekeeping and Catering Contract for VOF of NABARD Gujarat Regional Office, Ahmedabad for 5 years” and sent so as to reach him not later than **14:30 hrs. on 26 February 2020** and no tender will be received after **14:30 hrs. on 26 February 2020**.

4. **Tender Opening** – Bid of Tenders will be opened on **26 February 2020 at 15:30 hrs** at his office by Chief General Manager, National Bank for Agriculture and Rural Development, or any other officer designated for this purpose by him in the presence of other officials and the tenderers or their representatives, should they choose to be present.
5. **Validity of Tender** - Tender shall remain open for acceptance by the Bank for a period of **three Months** from the date of opening the tender which may be extended by mutual agreement and the tenderers shall not cancel or withdraw the tender during this period/extended period.

6. **Language** - The tender forms should be filled in English and all entries must be made by hand and written in ink. If any of the above documents are missing or unsigned the tender may be considered invalid by the Bank at its discretion.

7. **Filling Tender Forms** - Rate should be quoted both in figures and words in the columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderers. Over writing of figures is not permitted, failure to comply with either of these conditions will render the tender void at the Bank’s option. No advice of any change in rate or conditions after opening of the tender will be entertained.

8. **Signature on each Pages** - Each of the pages of tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of the Contract, Specifications, Special Conditions, etc., as laid down. Any tender with any documents not so signed is liable to be rejected.

9. **For Partnership Firms** - The tenders submitted on behalf of the firm shall be signed by all the partners of the Firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender is liable to be rejected by the Bank.

10. **NABARD’s Rights** - The National Bank for Agriculture and Rural Development does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, without assigning any reason(s) for doing so.

11. **Signing of Agreement** - On receipt of intimation from the NABARD of the acceptance of his/their tender the successful tenderer shall be bound to implement the contract within 14 days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement along with other terms and conditions of the tender document.

12. **Assigning Contract** - The party shall not assign the contract to others. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing to the party, rescinding the contract, whereupon the Performance Security Deposit shall stand forfeited to the Bank, without prejudice to contractor's other remedies against the Bank.

13. **Information about Tender** - The tenderer must obtain for himself, on his own responsibility and at his own expenses all the information, which may be necessary for the purpose of making the tender, on entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of work and all matters pertaining thereto.

14. **Cooperation by Successful Tenderer** - The successful tenderer must co-operate with the other contractor(s) appointed by the Bank so that the work shall proceed smoothly with least possible delay and to the satisfaction of the Bank.

15. **Water & Power** - The Bank will provide water and power required for the work free of
cost at suitable points. The party should ensure that the water and power facility provided by the Bank are not wasted.

16. **EMD of Successful Tenderer** - The Earnest Money Deposit of the successful tenderer will be forfeited if the tenderer fails to comply with any condition of the contract.

17. **Definitions used in the Tender/Contract Agreement**

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;The Bank&quot;/ &quot;National Bank&quot;</td>
<td>Shall mean National Bank for Agriculture and Rural Development and shall include its assigns and successors.</td>
</tr>
<tr>
<td>&quot;The party&quot;</td>
<td>Shall mean M/s ________________ and shall include his/their legal representatives, assigns or successors</td>
</tr>
<tr>
<td>&quot;This Contract&quot;</td>
<td>Shall mean the Articles of Agreement, the Special Conditions, the conditions, the Appendix and the specifications attached hereto which are duly signed.</td>
</tr>
<tr>
<td>&quot;Notice in Writing&quot;</td>
<td>written notice shall mean a notice in writing, typed or printed charter sent (unless delivered personally or otherwise proved to have been received) by registered post/Speed Post to the last known residential or business address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.</td>
</tr>
<tr>
<td>&quot;Act of Insolvency&quot;</td>
<td>Shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any amendments/modifications thereto.</td>
</tr>
<tr>
<td>&quot;The Works&quot;</td>
<td>Shall mean work of “Comprehensive Maintenance, Housekeeping and Catering Contract for VOF of NABARD Gujarat Regional Office located at NABARD Vihar, Near St. Xavier College Corner, Navrangpura, Ahmedabad for five years” and any other addresses owned by NABARD in Ahmedabad as provided herein</td>
</tr>
</tbody>
</table>

I/We hereby declare that I/We have read and understood the above instructions for the guidance to tenderers.

(Signature with date of Authorized Signatories)

Name:

Designation:

Seal of firm:
## Information about the Tenderer

1. Name of the Tenderer

2. Address with telephone number
   
a. Head Office

b. Branch Office at Ahmedabad

c. E-Mail Address

d. Name and Contact Details of the Nodal Officer for tender

3. Is the firm registered under the Indian Partnership Act 1932? If so, give the name & address of the partners along with the Registration No. (Also submit a copy of partnership deed)
   
a. Is your concern a proprietary concern? If yes, give Name and Address of the proprietor.

b. Is your concern incorporated under the Companies Act or any other law in India? If yes, please give copy of relevant documents like Memorandum & Articles of Association, Bye- Laws etc.

c. Has your firm changed its name at any time? If so, when and the reason thereof.

4. Date of commencement of Business

5. Details of registration with statutory authorities for:
   
a. GST Registration (if applicable)

b. PAN

Furnish certified copies of Registration/Certificate and latest returns as filed with above Authorities.
7. Name and address of Principal Bankers. [Enclose a cancelled cheque of principal banker]

_____________________________________________________________________________________

8. Details of places where Housekeeping/Catering/Maintenance of VOF/Executive VOF/Guest Houses has been/is being provided to Govt./PSUs/Public Limited Company in the past/

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name of the Job(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Value (Rs.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Area Covered (No. of rooms etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No. of Manpower Deployed</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Duration of Contract (From __________ to __________)</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Contact person at such organization with Tel. No. &amp; Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Remarks</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9. Turnover of last 3 Years (Amount in Rs.)

<table>
<thead>
<tr>
<th></th>
<th>2016-17</th>
<th>2017-18</th>
<th>2018-19</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Enclose copy of latest balance sheet and profit and loss statement.

10. I/We have submitted an amount of ₹ 10,000/- (Rupees Ten Thousand Only) towards Earnest Money Deposit (EMD) by remitting the amount through NEFT into Axis Bank, Navrangpura, Ahmedabad A/c No. 912020012465660 (IFSC UTIB0001336 on __________ and UTR No. is ___________ )

11. Address, Contact Details and E-Mail for Office in Ahmedabad (Enclosed proof of address)

_____________________________________________________________________________________

Signature of Tenderer with date & Seal of the firm
AGREEMENT

THIS AGREEMENT is made at Ahmedabad on this ___ / ___ / 20__

BETWEEN

National Bank for Agriculture and Rural Development (NABARD), a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at C-24, ‘G’ Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051, having one of its Regional Office at NABARD Tower, Opposite Municipal Garden, Usmanpura, Ahmedabad herein after referred to as “NABARD” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the ONE PART.

AND

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

WHEREAS

1. NABARD is desirous of awarding of outsourcing the work of Annual Contract for Maintenance/Catering Services of Visiting Officers Flats (VOF) at NABARD Vihar, Near St. Xavier College Corner, Navrangpura, Ahmedabad (Hereinafter referred to as the said VOF) for the works specified in the scope of work and whereas the Agency/Service provider has offered to undertake the maintenance of NABARD’s Visiting Officers Flats as per the scope of work and details indicated in the instructions.

2. NABARD in consideration of the conditions and convents to be observed by the Agency/Service provider has agreed to permit the Agency/Service provider to carry out maintenance of the Visiting Officers Flats and allied works as hereinafter set out.

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

1. The contract shall commence from 1st April 2020 and shall continue till 31st March 2025 (for a period of 05 years) unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of service, breach of contract,
reduction or cessation of the requirements etc.

2. The contract may be extended after the expiry of the contract period of 5 years or such extended period(s) as the parties mutually decide. NABARD shall, in that event, make a request in writing in this behalf to the Agency/Service Provider one month prior to the expiry of the current contract/extended contract and upon such request, the Agency/Service Provider shall provide the services to NABARD at the said premises, on the same terms and condition for a further specific period mutually agreed upon by the parties.

3. As compensation for provision of services at the VOF and allied works the party shall be reimbursed an amount of ₹___________ (Rupees __________ only) per month plus taxes as applicable

4. The compensation shall be payable to the party by NABARD within 02 weeks from the date of receipt of the bill (complete in all respect as specified by NABARD from time to time) for the month for which services have been rendered to the satisfaction of the Bank.

5. The Agency/Service provider shall provide to NABARD an interest free Security of Rs __________ (Rupees __________ Only) (Interest Free).

6. The Scope of work and its terms and conditions as enumerated in Annexure I is part and parcel of this contract and binding on the parties. The Agency/Service provider shall ensure that all items of work specified in the scope of work is attended to.

7. The Agency/Service provider shall maintain the premises (Kitchen, Toilets, Drawing room and all rooms of the VOF) in a clean and habitable condition.

8. The Agency/Service provider shall arrange for serving tea, coffee, snacks, breakfast, lunch and dinner to the guest in the VOFs as per the rates prescribed by the NABARD. The ingredients required for preparation will be procured by the Agency/Service provider from the market at its own cost. If required the Agency/Service provider shall bring snacks/lunch/dinner/breakfast for the guest from the market at own cost. If required the Agency/Service provider shall bring snacks/lunch/breakfast/dinner for the guests from hotels indicated by the guest(s), who will pay for the actual cost of the food. No service charges will be admissible to the Agency/Service provider for this.

9. The Agency/Service provider shall arrange for changing the bed linen etc. and getting them washed by the washerman whenever the guest(s) vacate/every 3rd day, whichever is earlier.

10. The Agency/Service provider shall be responsible for maintenance of Dead Stock
items provided in the VOF. The Agency/Service provider shall hand over peaceful possession of the premises and Dead Stock items provided by NABARD after completion of the contract period or on termination of the contract.

11. The Agency/Service provider will make good to NABARD any loss on account of damages, breakages etc. due to any reason whatsoever except normal wear and tear.

12. The electricity charges will be borne by NABARD.

13. The Agency/Service provider shall arrange for getting refills of L.P.G or making payment of Bill of piped gas connection at its own cost.

14. The Agency/Service provider shall arrange to allot rooms strictly as per the allotment indicated by authorized officials of NABARD a no allotment/extension of stay shall be done /entertained without communication from these officials.

15. The VOF attendants will be smartly attired at all times in proper uniform to be supplied by the Agency/Service provider with the logo of the Agency/Service provider embossed/embroidered on the left pocket of the shirt.

16. The VOF attendants shall maintain good conduct and not indulge in any arguments with the guests.

17. The VOF attendant(s) shall maintain record(s) of guest-booking, Stock of consumable items, repairs of items and washing register. All these registers shall be put up to the authorized officials of NABARD once a month.

18. NABARD’s instructions are required to be followed by the guests in the VOF. In the event of any violation the Agency/Service provider shall immediately report to the designated officer of NABARD.

19. VOF attendants shall obtain details as mentioned in the booking register of the visiting guests at the time of arrival and departure.

20. The Agency/Service provider shall ensure that no private party is held in the VOFs and no utensils, furniture, fixture etc. shall be supplied to the residents/outsiders.

21. The Vendor/Service Provider shall keep and maintain, at a conspicuous place in the said premises a complaint/suggestion register in which complaints/suggestions, if any, could be recorded by the concerned and the complaint/suggestion register shall be open to inspection by the Chief General Manager or officer(s) of the Bank so deputed by him. The Vendor/Service Provider shall put up the complaint register once in a week on Monday mornings and if Monday were to be a public holiday or
by any other reasons the Bank remains closed on any Monday, the same shall be submitted on the next working day immediately following that Monday. The Chief General Manager will take such action in respect of each complaint or suggestion as the case may be and the Vendor/Service Provider shall be obliged to take remedial/rectification measures as instructed by the Chief General Manager.

22. The Agency/Service Provider should carry out the rotation of its deployed staff within its client organization during the contract period.

23. The Agency/Service Provider shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of their staff so deployed in NABARD and they shall remain under the overall control and supervision of the Agency/Service Provider. The persons deployed by the Agency/Service Provider 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 NABARD. The Agency/Service Provider’s personnel shall not claim any benefit/compensation/absorption/regularization of services under the provisions of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

24. The Agency/Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to person(s) deployed in NABARD. NABARD shall, in no way be responsible for settlement of such issues whatsoever.

25. NABARD shall not be responsible for any damages, losses, Claims, financial or other injury to any person(s) engaged by Agency/Service Provider in the course of their performing the functions/works, or for payment towards any compensation.

26. The person deployed by the Agency/Service Provider shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of NABARD during the currency or after expiry of the contract.

27. In case of termination of this contract on its expiry or otherwise, the person(s) deployed by the Agency/Service Provider shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in NABARD.

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

29. It will be the responsibility of the Agency/Service Provider to meet transportation, medical and any other requirements in respect of the persons deployed by it in NABARD and NABARD will have no liability in this regard.

30. The personnel deployed by the Agency/Service Provider should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.

31. The Agency/Service Provider shall ensure proper conduct of its personnel in NABARD’s premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

32. The Agency/Service Provider, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence, conflict of interest, improper conduct.

33. In case, the unskilled manpower deployed by the Agency/Service Provider commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Agency/Service Provider will be liable to initiate appropriate action against such person(s), and if so required by NABARD, remove him/them from the premises.

34. The Agency/Service Provider shall comply with the municipal and other laws, obtain license, permission as required under the contract labor laws and cover all employees under his charges with all statutory requirements like minimum wages, PF, ESIC etc. The Agency/Service provider shall indemnify and keep indemnified NABARD against any lapse on the Agency/Service provider’s part in complying with these conditions or any other statutory requirements in connection with the housekeeping work.

35. The Agency/Service Provider shall also be liable for all taxes, levies, Cess etc. on account of service rendered by it to NABARD and responsible to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

36. The Agency/Service shall maintain all statutory registers under the applicable law. The Agency/Service Provider shall produce the same, on demand, to NABARD or any other authority under law.
37. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the Agency will be liable to be forfeited by NABARD besides annulment of the contract.

38. In case any of documents furnished by the Agency/Service Provider 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.

39. 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.

40. If the Agency/Service Provider becomes insolvent or is found to have offered any bribe in connection with the contract or the contractor 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 performance security deposit and recover from the contractor any loss suffered by NABARD on account of the contract being terminated.

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

42. If the Chief General Manager so considers that the situation so warrants then he shall be entitled to terminate this agreement without giving any prior notice and also without assigning any reason in writing and the Agency/Service provider shall not be entitled to any compensation in the event of such termination. **However, in normal course the agreement can be terminated by the Vendor/Service Provider by giving three months’ notice and by the Bank by giving one month’s notice.**

43. **Dispute Resolution.**

   a. All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement shall be resolved amicably
   b. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, such unsettled dispute or difference shall be referred for arbitration by sole arbitrator, mutually agreed upon by the parties, in accordance with the Arbitration and Conciliation Act, 1996.
   c. If no agreement is arrived at within 60 days from the date of receipt of notice by the other party, as to who shall be the sole arbitrator, NABARD shall send to
the Vendor/Service Provider, a list of names of three persons who shall be presently unconnected with NABARD. Vendor/Service Provider shall on receipt of the names as aforesaid, select any one of the persons so named to be appointed as the sole arbitrator and communicate his name to NABARD within 30 days of receipt of the names. NABARD shall thereupon without any delay appoint the said person as the sole arbitrator.

d. If Agency/Service Provider fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform NABARD accordingly, NABARD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to Vendor/Service Provider/Service Provider.

e. If the person so appointed is unable or unwilling to act or refuses his/her appointment or vacates his/her office due to any reason whatsoever, another person shall be appointed by NABARD from the above list of persons. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.

f. The venue of the arbitration shall be Ahmedabad under the exclusive jurisdiction of the courts at Ahmedabad only.

g. The award shall be final and binding on both the parties.

44. Work under the Agreement shall be continued by Vendor/Service Provider during the arbitration proceedings unless otherwise directed in writing by NABARD. Save as those which are otherwise explicitly provided in the Agreement, no payment due, or payable by NABARD, to Vendor/Service Provider shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

45. The reference to the Chief General Manager in this agreement and the schedules hereto annexed shall mean the Chief General Manager, Gujarat Regional Office, Ahmedabad and shall include, in respect of any power exercisable by him or NABARD under this agreement and any other officers of NABARD designated by him in that behalf from time to time.

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

47. The agreement shall be interpreted and have effect in accordance with the law of India.

48. The terms and conditions as enumerated in tender dated 6 February 2020 is part and parcel of this contract and binding on the parties. The Vendor/Service Provider
shall ensure that all items of work specified in the scope of work is attended to.

49. This agreement is being executed in duplicate. NABARD shall keep the original and the Agency/Service Provider shall keep the duplicate.

50. The Agency/Service Provider shall bear the expenses for stamp duty on this Agreement for both the original and the duplicate copy.

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

Signed, sealed and delivered
By Shri
CGM/GM/DGM for and on behalf of NABARD

Signed, sealed and delivered
By Shri
the duly authorized signatory
for and on behalf of the Agency/Service Provider

In the presence of
1.

In the presence of
1.

2.

2.
NABARD, Gujarat Regional Office, Ahmedabad  
Contract for Comprehensive Maintenance, Housekeeping and Catering of VOF (01 April 2020 to 31 March 2025)  

SCHEDULE OF QUANTITIES  
(Per Month calculation)  

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Monthly Service Charges for Maintenance, Catering and Housekeeping of 07 Visiting Officers Flat and 01 Executive Suite at NABARD Vihar, Near St. Xavier College Corner, Navrangpura, Ahmedabad.</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Statutory GST</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Other Statutory Taxes, if any</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total ((A+B+C)) (in figures)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total ((A+B+C)) (in words)</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:**  
1. Rates shall have to be quoted both in words and figures  
2. Rates should be firm for first 3 years of Contract period.  
3. After the end of initial 3 year period, necessary revision of rates will be considered on the basis of mutual agreement.  
4. The Service Charge should include supervisory charges if any. The cleaning materials for cleaning of VOF, Toilets and common area will be supplied by NABARD.

(Signature with date of Authorized Signatories)  
Name:  
Designation:  
Seal of firm: