



National Bank for Agriculture and Rural Development

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

**“Invitation of Tender for General Maintenance and
Housekeeping of NABARD Staff Quarters, NABARD Gram
Residential Complex, Channi Rama, Jammu – 180015**

Email: dpsp.jammu@nabard.org

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



Part-I Technical Bid

**Notice Inviting Tender (NIT) for Annual Maintenance Contract
for Providing General Maintenance and Housekeeping at
NABARD Staff Quarters, NABARD Gram
Residential Complex, Channi Rama, Jammu – 180015
Important dates and information**

Date of issue of Tender	04 July 2025
Time and last date for submission of Tender	1500 hrs. on 25 July 2025
Earnest Money Deposit (EMD)	₹73,125/-
Time and date of opening of Technical Bids	1530 hrs. on 25 July 2025
Time and date of opening of Commercial Bids	Will be communicated to technically qualified bidders.

Tender Documents to be submitted online and addressed to:

OIC,

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

INDEX

S. No.	DESCRIPTION	PAGE NO.
1	NOTICE INVITING TENDER	4
2	SCHEDULE OF EVENTS	7
	PART-1 (TECHNICAL BID)	
3	INSTRUCTIONS TO BIDDERS	10
4	GENERAL CONDITIONS OF ANNUAL MAINTENANCE CONTRACT	28
5	SAFETY CONDITIONS OF THE CONTRACT	37
6	SCOPE OF WORK	38
7	LIST OF ITEMS OF WORK TO BE ATTENDED FOR HOUSEKEEPING at NABARD Gram (ANNEXURE-I)	42
8	BASIC INFORMATION OF THE CONTRACTOR (ANNEXURE-II)	45
9	PREVIOUS EXPERIENCE (ANNEXURE-III)	48
10	CHECK-LIST FOR TECHNICAL BID (ANNEXURE-IV)	51
11	INTEGRITY PACT (ANNEXURE-V)	52
12	FORM OF AGREEMENT (ANNEXURE-VI)	53
13	Performance Bank Guarantee (Initial Security Deposit) format (ANNEXURE-VII)	55
	PART – 2 (FINANCIAL BID)	
14	SCHEDULE OF QUANTITY AND CALCULATION SHEET SHOWING BREAK-UP OF THE RATES QUOTED (ANNEXURE-VIII)	59

Notice Inviting Tender

1. Sealed Tender are invited for 'GENERAL AND COMPREHENSIVE MAINTENANCE OF THE STAFF QUARTERS' of National Bank for Agriculture and Rural Development (NABARD), at NABARD Gram Residential Complex, Channi Rama, Jammu- 180015, for period from **01.08.2025 to 31.03.2027**. The Staff Quarters premises consists of 65 Flats spread over 08 Blocks of 04 floors each. The Bidders are advised to visit the site, conduct a survey of the existing conditions so as to familiarize and satisfy themselves with the nature of works to be carried out and get all necessary clarifications from NABARD before quoting their rates. (Detailed scope of work has been indicated in Annexure I).
2. (i) Interested parties can download the tender document from the website of NABARD (www.nabard.org). Online tender addressed to OIC, NABARD Regional Office, NABARD Tower, Railway Road, Jammu needs to be uploaded well in time.

3. Contractors having experience in undertaking similar nature of work with similar organizations or empaneled with NABARD JK RO may only submit Tender for the work.
4. **EARNEST MONEY DEPOSIT:**
The tenderer shall deposit Earnest Money Deposit (EMD) amounting to **₹73,125 (Rupees Seventy Three Thousand One Hundred Twenty Five)**, by directly crediting the amount in our Current Account as per the details given below, failing which, the Tender shall be rejected. No interest shall be paid on the EMD submitted by the bidders. Earnest Money Deposit shall be refunded to those tenderers whose offers have not been accepted within 30 days of opening of Tender and in case of successful bidder it shall be retained as interest free security deposit for due performance of the obligations by the firm in terms of Contract. MSEs as defined in MSE Procurement Policy issued by Government of India or bidders who are registered with Central Procurement Organizations or empaneled with NABARD itself are exempted from payment of EMD.
5. No interest shall be paid by NABARD on Earnest Money Deposit. Tenders without Earnest Money shall be liable for rejection. The details of account of NABARD are furnished below:-

Name of Account : National Bank for Agriculture and Rural Development
Payee Name: **NABARD**

Current Account No: **NABADMN17**

Name of the Bank: **NABARD**

Head Office, Mumbai

IFSC Code: **NBRD00000002**

6. Sealed tenders in the prescribed tender form in two separate envelopes superscribed " GENERAL MAINTENANCE OF THE STAFF QUARTERS OF NABARD" "PART-1 (Technical Bid)" and " GENERAL MAINTENANCE OF THE STAFF QUARTERS OF NABARD" "PART-2 (Financial Bid)" addressed to "OIC, National Bank for Agriculture and Rural Development, NABARD, J& K Regional Office, near Saraswati Dham, Railway Road, Jammu- 180012" shall be uploaded online upto 15.00 hrs on the due date mentioned as above. PART-1 of the tender shall contain Pre-qualification bid/Technical bid (Support Documents pertaining to Eligibility Conditions in Annexure II) along with the required EMD. PART-2 of the tender shall contain only the financial bid in the prescribed format.

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

7. The Technical Bid shall be opened on 25 July 2025 at 1530 hours in the presence of the Bidders or their authorized representatives who choose to be present. Date of opening of Price Bid will be communicated to the successful bidders.
8. NABARD reserves the right to accept or reject any Tender, either in whole or in part and it is not binding on the part of the NABARD to accept the lowest or any other Tender. Tender which do not fulfil all or any of NABARD's conditions or are incomplete in any respect Tender with the Bidder's own conditions other than those specified by NABARD are liable to be rejected.
9. Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the "The OIC, National Bank for Agriculture and Rural Development, J&K Regional Office, near Saraswati Dham, Railway Road, Jammu 180012", who will review the same and if it is felt that the information sought is not clearly indicated or specified, NABARD will issue clarifications to all the Bidders which will become part of the Tender Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the date of submission of the Tender.
10. Validity of offer should be 90 days from the date of opening of Tender.

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

Sd/-

(Des Raj)
Deputy General Manager

Encl:

1. Annexure I – List of items of work to be attended for housekeeping.
2. Annexure II- Basic information of the contractor.
3. Annexure III – Previous Experience
4. Annexure IV – Check List for technical bid
5. Annexure V- Integrity Pact
6. Annexure VI- Form of Agreement
7. Annexure VII- Performance Bank Guarantee format.

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

SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be downloaded from www.nabard.org	
	From	04 July 2025
	To :	25 July 2025
Earnest Money Deposit (EMD)	The Contractor shall deposit Earnest Money Deposit for an amount of ₹73,125/- which can be remitted by NEFT/RTGS into NABARD's bank account as per details given below.	
Account Details of National Bank for payment of Earnest Money Deposit	Payee Name : NABARD Current Account No : NABADMN17 Name of the Bank: NABARD Head Office, Mumbai IFSC Code : NBRD00000002	
Last Date of Submission of Tender	Up to 1500 hrs. on 25 July 2025	
Opening of Technical Bids	1530 hrs. on 25 July 2025 Authorized representatives of vendors may be present during opening of the Technical Bids. Technical Bids would be opened even in the absence of any or all of the vendors' representatives.	
Opening of Price Bids	Price Bid will be opened on a subsequent date, which will be communicated to such bidders who qualify the Eligibility Criteria and Technical Bid.	

Contact Details:

Address for Communication And
submission of bid.

National Bank for Agriculture and Rural
Development (NABARD), J&K Regional Office,
Railway Road (Near Saraswati Dham), Railhead
Complex, Jammu-180012
Email : dpsp.jammu@nabard.org

PART – 1
(TECHNICAL BID)

INSTRUCTIONS TO THE BIDDER

1. All the pages of the Tender Document shall be signed by the Bidder.
2. NABARD takes no responsibility for delay / loss in post or non-receipt of Tender Documents.
3. The tender will only be submitted on GeM portal and hence no hard copy will be submitted.
4. Tender submitted by unauthorized agents or FAX/Telex/ Telegrams/e-mails shall not be entertained.
5. Bidders are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works and scope of work etc. and get all clarifications as necessary from NABARD to their utmost satisfaction before quoting the rates.
6. If last date of receipt of Tender and opening date happens to be a holiday, the submission and opening of Tender / Tender shall be shifted to next working day without any change of time and venue.
7. The Bidders should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tender may be rejected without making any reference to the Bidders.
8. The Tender will be opened in the presence of such Bidders or their authorized representatives who choose to be present.
9. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, scrutiny of the Tender shall be done as per NABARD's guidelines.
10. Notwithstanding anything stated above, NABARD reserves the right to assess the Bidders capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.
11. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor would be required to furnish Rate Analysis for scrutiny of the rates, as and when called for by NABARD.
12. Rates should include all Taxes (GST etc.), Duties, Octroi, Levies, Wages as per relevant Act etc. as applicable and should be firm for the entire Contract period. Under any circumstances, no price escalation, whatsoever, shall be entertained/permitted/allowed during the contract period.
13. Monthly payment will be made based on bill submitted by the contractor and certified by representative of NABARD to the effect that work has been done as per scope of work and the complaints recorded in the Registers are attended

properly. The Contractor has to get the Signature of the Assistant Caretaker (ACT)/Caretaker (CT)/Site Supervisor or any other person authorised by NABARD after completion of the respective work on the formats enclosed/given for respective work.

14. Separate work orders will be issued by NABARD in respect of additional works 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.
15. Income Tax, Works Contract Tax and other taxes as applicable, will be deducted at Source from total payments due to the Contractors.
16. NABARD will not be under any liability whatsoever, to pay any compensation to the persons deployed by the contractor if they sustain any injury etc., while discharging the duties in the said premises. The contractor shall get them insured against any liability under the Employee Compensation Act or any accident at his (contractor's) own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The Contractor shall be fully responsible and shall compensate NABARD with suitable Insurance cover in the event of any damage to persons or material, injury /damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workforce. The insurance policy may be obtained in the joint names of NABARD (to appear first) and the contractor's respectively for the insured amount to the amount of at least 1.25 times of the Tender amount and the original Insurance policy may be deposited in NABARD. The decision of NABARD in this regard shall be final and binding on the contractor. The insurance policy shall be work and site specific.
17. 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.
18. The contractor shall deploy such minimum number of qualified and experienced staff as indicated in by the contractor to ensure that the work is attended to in time as per the scope of work of the Tender, to the satisfaction of NABARD.
19. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules the contractor shall pay the

personnel deployed in NABARD, their wages in accordance with the minimum Wages Act, 1948 on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed in NABARD. Tender/bids not complying with the minimum wages payment are liable to be rejected which will be ascertained on the basis of Section -IV submitted by the contractor. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD, nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provisions of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

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

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

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

35. EXIT:

i. First three months on a trial basis. If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 30 days, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period.

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

36. The contractor shall provide the mobile number of the local representative responsible for communicating with NABARD.

37. The Contractor should provide 2 sets of uniforms and one set of shoes of approved colour every year to the employees deployed in NABARD at his own cost.

38. The contractor shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or is on leave.

39. On-site storage space will be provided to the Contractor. NABARD will not be responsible for contractor's materials. The contractor may be required to vacate the storage space as per exigency without any extra cost to NABARD.

40. The contractor shall provide everything necessary for the proper execution of the works.

41. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof, without written permission of NABARD. While submitting the monthly bill for comprehensive maintenance bill, the contractors have to submit detailed information on the complaints received, pending and the reasons there for and likely date of attending the same. Bill will be considered for payment after receiving the statements. Contractor will not link payments to his labourers with the settlement of bills by NABARD.

42. VALIDITY OF TENDER:

Not less than 90 Days from the date of opening of the Financial Bid.

43. 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.

44. 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.
45. The Contractor shall extend necessary help to other Contractors engaged by NABARD under rate contract for their respective work.
46. The Contractor shall be required to furnish NABARD, as and when required, the following.
- i. The Power of Attorney, name and signature of his authorized representative, who will be in-charge of execution of this contract.
 - ii. Wage Book, Muster Book pertaining to labourers engaged under this contract.
 - iii. Validity of Insurance Policies, Labor Contract License relating to staff engaged at NABARD site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.
 - iv. The Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by him. Any damage caused wilfully or in negligence to the works executed, shall be borne by him.
47. 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.
48. 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.
49. The Contractor shall provide manpower and all required tools/ kits etc. for their use. NABARD will not provide any tools, kits etc.
50. The proof of statutory payments such as Minimum Wages, EPF and ESI to contract workers for the preceding month are to be produced by contractors for settlement of bills of succeeding month.
51. Contractors shall, wherever applicable, pay Bonus at Govt. approved rate (prevailing rate @ 8.33% of Minimum Wages) to the eligible contract workers and the same is payable to contractor on reimbursement basis on production of proof of payment.
52. Service Charges claimed by contractor should include management and supervisory charges including Contractor's Profit, materials required on

monthly basis wherever required and the contractor to bear the cost of materials, tools and equipment as per requirement, uniform for labourers, other overheads, etc. Contractors are advised to quote service charges after due diligence which should be reasonable and workable.

53. **i.** The bidder shall hold valid license under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and shall fulfil all conditions required under the Act/Rules as amended from time to time.
- ii.** The bidder shall, irrespective of number of persons employed, be registered under the relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 respectively.
- iii.** The bidder shall be registered with Income Tax and Goods & Services Tax (GST) authorities.
- iv.** An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax to be submitted.
- v.** Bids quoted with administrative/service charges less than or equal to the applicable TDS (IT-TDS and/or GST-TDS) would be treated as unresponsive and invalid, which are liable for rejection.
- vi.** Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.
- vii.** Non-compliance of any of the conditions (i to vi) mentioned above by the bidder will amount to non-eligibility for the service for which tender has been invited and such bids shall be summarily rejected
54. Notwithstanding anything contained therein, the labourers, workmen, supervisors and other employed persons by the Contractor for the purpose of the works shall for all purposes be regarded as the Contractor's employees. Therefore, neither the contractor nor any of such employees shall have any right to complain or claim against NABARD. NABARD also shall have no concern with them and shall not be liable to make any payment to or any contribution on account of them. In case of delay in attending the work in time, NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD.
55. In case of any stoppage of work resorted to by the employees of the Contractors, NABARD reserves the right to employ workers from other sources, without any notice, for carrying out the maintenance work. In such cases, either the actual cost of such labourers on whole day basis shall be deducted from the existing Contractor's bills or recovery will be made on the basis of actual amount paid to the other contractor plus the service charges of 2% and any other tax, as applicable.
- i.** The contract shall be valid up to **31.03.2027**. The bank also reserves

the right/option to extend the validity of this contract for a further period not exceeding one (01) year at the same rates and on the same terms and conditions.

- ii. Forfeiture clause: In case of negligence/derelection of duty by contractor's staff, the contract shall be terminated without giving any notice and the security deposit shall be forfeited.
- iii. Recovery of income tax, education cess, work contract tax and any other tax, as applicable & in force shall be deducted from the bills during the currency of the contract.

ELIGIBILITY OF THE BIDDER

The contractor who has minimum 7 years of experience (ending 31.03.2025) in undertaking similar works and who fulfil the following criteria are eligible to Tender:

- i. The Bidders should have applicable Tax registrations (GST & PAN) duly supported with documentary evidence and licenses, permissions, approvals issued by Labour enforcement and other statutory authorities, wherever applicable and furnish copies of the same along with the Tender.
- ii. Should have their office within the city limits of Jammu.
- iii. The annual turnover of the bidder during each of the last 3 years should be at least ₹17 Lakh
- iv. The contractors should fulfill anyone of the following criteria to be eligible for tender:-

Should have carried out minimum **1 similar work** with Govt/PSUs during last 3 years (ending 31.03.2025) with contract value (costing individually) not less than **₹ 29.25 lakh**.

OR

Should have carried out minimum **2 similar works** with Govt/PSUs during last 3 years (ending 31.03.2025) with contract value (costing individually) not less than **₹18.28 Lakh**.

OR

Should have carried out minimum **3 similar works** with Govt/PSUs during last 3 years (ending 31.03.2025) with contract value (costing individually) not less than **₹14.62 Lakh**

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

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

IT returns of last three consecutive financial years – 2022-23, 2023-24 & 2024- 25.

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

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

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

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

SEAL & SIGNATURE OF THE BIDDER PLACE

DATE:

4. INSTRUCTIONS TO THE BIDDERS FOR FURNISHING INFORMATION AS A PART OF PRE-QUALIFICATION

- 4.1. The work involved is upkeep and maintenance of NABARD Staff Quarters, NABARD Gram Residential Complex, Channi Rama, Jammu – 180015.
- 4.2. Tenderers are requested to enclose the following documents in Envelope containing PART-I (Pre-qualification bid) for examining their qualification/suitability. Opening of Part II (Financial Bid) submitted by a tenderer will be subject to his/her satisfying the eligibility criteria stipulated for PART-I (Pre-qualification bid). The pre-qualification bid (Part-I) and Financial bid (Part-II) have to be submitted in separate sealed envelopes.
 - 4.2.1. Copies of Work Orders/Completion Certificates (indicating nature of work, contract amount and duration) from clients for having executed/executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks during the last three years (prior to date of publication of NIT). “Similar Works” means experience in executing such Annual Maintenance Contracts in similar Government/PSU/PSB having office or similar such government or semi-government set-up.
 - 4.2.2. IT returns of last three consecutive years duly certified by a practicing Chartered Accountant.
 - 4.2.3. References of clients/particulars of bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executives/officials.
 - 4.2.4. Information in ANNEXURE-II, III & IV as per enclosed pro-forma.
- 4.3. Intending applicants are required to submit their full bio-data giving details about their organisation, experience, technical personnel in their organisation, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed statement which will be kept confidential.
- 4.4. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of applicants to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.
- 4.5. If required, the Bank will obtain reports on past performance of the tenderer from their clients and bankers and evaluate the said reports before opening of the PART-II 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 opening of PART-I of the tender and his sealed cover containing PART-II of the tender will be returned to him. The Bank is not bound to assign any reason for rejecting the tender.
- 4.6. After prima facie scrutiny, if any of the contractors is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further.

- 4.7. Each page of the Tender document shall be signed. The application shall be signed by person/persons on behalf of the organization having necessary authorization/power of attorney to do so.
- 4.8. If the space in the pro-forma (ANNEXURE-II, III & IV) is insufficient for furnishing full details, the information shall be supplemented on separate sheets of paper stating therein the part of the statement and serial number. Separate sheets shall be used for each part.
- 4.9. Any letter or document accompanying the pre-qualification criteria shall be submitted in duplicate.
- 4.10. Clarifications, if any required may be obtained from AGM, DPSP, J&K Regional Office, NABARD, Jammu.
- 4.11. NABARD takes no responsibility for delay/loss in post or non-receipt of Tender/ Tender Documents.
- 4.12. Tenders will be opened on 25 July 2025 at 1530 hours or at a later date convenient to NABARD.
- 4.13. The Bidders should quote their rates by strictly adhering to the guidelines and the 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.
- 4.14. 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, the EMD amount received from such tenderers shall be forfeited.
- 4.15. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted in INR should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, scrutiny of the tender shall be done as per NABARD's guidelines.
- 4.16. 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.
- 4.17. Bidder must sign all pages of the Tender Document along with seal.

5. ONE BID PER BIDDER

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one the members of the consortium participate in more than one bid, the bids are liable to be rejected.

6. COST OF BID

The bidder shall bear all costs associated with the preparation and submission of their bid and NABARD, J&K Regional Office, will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

7. VISIT TO PREMISES AT JAMMU

- 7.1. The bidder if required, may visit the NABARD Staff Quarters, NABARD Gram Residential Complex, Channi Rama, Jammu – 180015 and acquaint himself with the site and operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the premises of NABARD Staff Quarters, NABARD Gram Residential Complex, Channi Rama, Jammu – 180015 and is aware of the operational conditions prior to the submission of the tender documents.

8. TENDER DOCUMENTS

- 8.1. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

- 8.2. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

8.3. CLARIFICATION OF TENDER DOCUMENT

- 8.3.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the AGM, DPSP, NABARD, J&K Regional Office, Jammu.

- 8.3.2. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the AGM, DPSP, J&K Regional Office, NABARD, Any such clarification, together with all details on which clarification had been sought, may be issued as corrigendum to the tender document.

- 8.3.3. Except for any such written clarification by NABARD, J&K Regional Office, Jammu which is expressly stated to be an addendum to the tender document issued by the Office

of Deputy General Manager, DPSP, J&K Regional Office (concerned Section), no written or oral communication, presentation or explanation by any other employee of NABARD shall be taken to bind or fetter NABARD under the contract.

9. PREPARATION OF BIDS

Bids and all accompanying document shall be in English or Hindi. In case any accompanying documents are in other languages, if possible shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

- 9.1.1. Documents Comprising the Bid Tender document issued for the purposes of tendering as described in Clause 8.1 and any amendments issued shall be deemed as incorporated in the Bid.
- 9.1.2. The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender.
- 9.1.3. The contractor shall deposit Bid Security (Earnest Money Deposit) as per details mentioned in Clause 9.6 below.
- 9.1.4. The bid shall be addressed to the OIC, J&K Regional Office, NABARD, J&K Regional Office, Jammu and dropped in Tender Box kept at Department of Premises, Security and Procurement, 1st Floor, NABARD Tower, Railway Road, Jammu - 180012.
- 9.1.5. The Bidder shall furnish the details regarding total number of works, as stated in Clause 2.2 completed in preceding seven years, which were similar in nature and complexity as in the present contract related to General Maintenance and Housekeeping.

9.2. BID PRICES

- 9.2.1. Bidder shall quote the rates in Indian Rupees / the service charges in percentage terms for the entire contract on a 'single responsibility' basis such that it covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the General Maintenance and Housekeeping services at NABARD, J&K Regional Office, Jammu.
- 9.2.2. The remuneration payable to the workers shall be commensurate with the minimum wages declared by the Central Govt. at any point of time. All the existing statutory requirements such as ESI / EPF, GST, Group Insurance, other taxes etc. shall be dealt with as per laws / instructions applicable. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.
- 9.2.3. Conditional bids/offers will be summarily rejected.

9.3. FORM OF BID

The Form of Bid shall be complete in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder is a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participants thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

9.4. Currencies of Bid and Payment

The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

9.5. Duration of Contract

The contract shall be valid initially for a period from 01 August 2025 to 31 March 2027 and OIC, J&K Regional Office, NABARD reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further one (01) years. However, if for any reason the contract is terminated by any of the parties, the contractor shall provide his services till NABARD makes another or alternate arrangement.

- 9.6.2. Any Tender not accompanied by Bid Security shall be rejected. No exemption shall be provided to any vendor / supplier including those exempted under any Act / Rule / Regulation from depositing Tender Fee and Earnest Money Deposit.
- 9.6.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest.
- 9.6.4. Bid security of the successful bidder shall be converted into RMD (Retention Money Deposit) after signing the contract agreement.
- 9.6.5. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
- 9.6.6. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract within the time frame specified by NABARD, J&K Regional Office, Jammu.
- 9.6.7. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid. All the pages of the tender document and supporting documents may be serially numbered.
- 9.6.8. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by NABARD, J&K Regional Office, Jammu, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid

9.7. Performance Security/Initial Security Deposit (ISD) - The amount of ISD to be maintained will be 2% of the total value of the contract. Successful bidder shall deposit the amount through NEFT into Payee Name: NABARD Current Account No: NABADMN02, Name of the Bank: NABARD Head Office, Mumbai, IFS Code: NBRD00000002 or provide a bank guarantee from a nationalised commercial bank within 15 days of award of work. ISD is over and above EMD. No interest shall be paid on the said deposit. ISD should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Contractor. Such deposit would be refunded to the maintenance contractor after the maintenance contractor has settled all his liabilities, if any, towards the Bank at the time of termination of this agreement. The security deposit is liable to be forfeited by the Bank if the maintenance contractor commits breach of any or all of the terms and conditions mentioned in the tender document.

10. Submission of Bids

10.1.1. The bidder shall submit the Technical Bid and the Financial Bid in separate sealed covers duly super scribed and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed.

10.1.2. The sealed cover of Technical Bid should consist of the following documents:-

- a. Payment details of deposit made towards Bid Security (Earnest Money Deposit) for an amount of ₹84,747/- as mentioned in clause 9.6.1.
- b. Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- c. Self-attested copy of PAN card under Income Tax Act;
- d. Self-attested copy of GST Registration Number;
- e. Self-attested copy of Valid Shop Establishment Registration No. of the Agency/Firm and LIN Certificate;
- f. Self-attested copy of valid EPFO Registration Number;
- g. Self-attested copy of valid ESI Registration Number;
- h. Self-attested copy of valid License and Number under Contract Labour Act and under any other Acts/Rules;
- i. Proof of Average Annual turnover as stated in Clause 2 supported by audited Balance Sheet.
- j. Proof of experience as stated in Clause 2 supported by documents from the concerned organizations (work order copies to be enclosed)

10.1.3. The sealed cover of FINANICAL BID should contain ANNEXURE- VIII, i.e. entire PARTII of the tender document duly filled in figures and words.

10.1.4. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

10.2. Late and Delayed Tenders

10.2.1. Bids must be received at NABARD, J&K Regional Office, Jammu at the address specified above not later than the date and time stipulated in the Notice Inviting Tender (NIT).

NABARD may at its discretion, extend the deadline for submission of bids in which case all rights and obligations of NABARD and the Bidder will be the same.

- 10.2.2. Any bid received by NABARD after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

11. Bid Opening and Evaluation

- 11.1. The authorized representatives of NABARD, J&K Regional Office, Jammu will open the Pre-qualification/Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.
- 11.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
- 11.3. Conditional bids will be summarily rejected.
- 11.4. Subsequently, the selected Technical Bids will be evaluated as per information furnished by vendor.
- 11.5. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.
- 11.6. Right to accept any Bid and to reject any or all Bids:**
- 11.6.1. NABARD, J&K Regional Office, Jammu, is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- 11.6.2. NABARD, J&K Regional Office, Jammu, may terminate the contract if it is found that the contractor is black listed on previous occasions by any of the Govt departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc.
- 11.6.3. NABARD, J&K Regional Office, Jammu, may terminate the contract in the event the successful bidder fails to execute the agreement.

12. Award of Contract

- 12.1. NABARD, J&K Regional Office, Jammu, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 12.2. NABARD, J&K Regional Office, Jammu, will communicate to the successful bidder by email and also by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the Work Order) shall prescribe the amount which NABARD, J&K Regional Office, Jammu will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

12.3. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

**GENERAL CONDITIONS OF ANNUAL MAINTENANCE CONTRACT FOR
GENERAL MAINTENANCE AND HOUSEKEEPING**

1. The personnel provided shall be the employees of the Contractor and all applicable statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc.
2. The contractor shall abide by and comply with all the applicable relevant laws and statutory requirements covered under Payment of Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, EPF etc. with regard to the personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him at NABARD Gram, Jammu and to the concerned Labour Department.
3. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month and particulars thereof are required to be submitted to NABARD, J&K Regional Office, Jammu. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time NABARD, J&K Regional Office, Jammu is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract, duly furnishing particulars of personnel engaged for NABARD, J&K Regional Office, Jammu.
4. The antecedents of the staff deployed shall be verified by the contractor from local police authority and an undertaking in this regard to be submitted to NABARD, J&K Regional Office, Jammu and NABARD, J&K Regional Office, Jammu shall ensure that the contractor complies with the provisions.
5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of NABARD, J&K Regional Office, Jammu. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of NABARD, J&K Regional Office, Jammu, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
6. All liabilities arising out of accident or death while on duty of the personnel engaged shall be borne by the contractor. The contractor shall cover all his employees with a comprehensive Group Insurance policy. The contractor shall indemnify NABARD, J&K Regional Office, Jammu against all liabilities arising out of any such accidents or deaths.
7. Adequate supervision will be provided to ensure correct performance of the said general maintenance and housekeeping services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with NABARD, J&K Regional Office, Jammu.

9. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by NABARD, J&K Regional Office, Jammu and shall not knowingly lend to any person or company any of the effects of NABARD, J&K Regional Office, Jammu under its control.
10. The staff deployed shall not accept any gratitude or reward in any shape.
11. The contractor shall provide training at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
12. Under the terms of their employment agreement with the Contractor the general maintenance staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
13. That in the event of any loss occasioned to NABARD, J&K Regional Office, Jammu as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by NABARD, J&K Regional Office, Jammu, the said loss can be claimed from the contractor up to the value of the loss. The decision of the OIC, J&K Regional Office, NABARD will be final and binding on the agency.
14. The contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which NABARD, J&K Regional Office, Jammu may issue from time to time and which have been mutually agreed upon between the two parties.
15. NABARD, J&K Regional Office, Jammu shall have the right, within reason, if any person employed by the contractor is considered to be undesirable or otherwise, to inform to the contractor and contractor shall replace such person immediately.
16. The contractor shall be responsible to maintain all property and equipment at NABARD Gram.
17. The contractor will deploy supervisors as agent of the contractor and the instructions given to the supervisor by NABARD will be deemed to be instructions given to the contractor. The supervisor shall be required to follow the instructions of NABARD, J&K Regional Office, Jammu and ensure that the work done accordingly.
18. The contractor will ensure that the persons deployed by them are dressed in neat and clean uniform.
19. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Visitors and should project an image of utmost discipline. NABARD shall have the right to have any person moved in case of patient/staff complaints or as decided by representative of NABARD if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases. The timings of the shift are changeable and shall be fixed by NABARD, J&K Regional Office,

Jammu from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by NABARD, J&K Regional Office, Jammu for double duty, if any.

20. The personnel will have to report to NABARD Gram, NABARD Staff Quarters, NABARD Gram Residential Complex, Channi Rama, Jammu – 180015.
21. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of NABARD, J&K Regional Office, Jammu and the contractor / his representative/personnel authorized by him. No other claim on whatever account shall be entertained by NABARD, J&K Regional Office, Jammu.
22. Any damage or loss caused by contractor's persons to NABARD in whatever from would be recovered from the contractor.
23. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, NABARD, J&K Regional Office, Jammu reserves the right to impose the penalty as detailed below:-
 - i. 5% of cost of order/agreement per week, upto four weeks' delays.
 - ii. After four weeks delay NABARD reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from other contractor(s). The difference in the cost, if any will be recovered from the defaulter contractor and also shall be black listed for a period of 5 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
24. Contractor / successful bidder shall ensure that no person involved in any litigation against any of the offices of NABARD shall be deployed under any circumstances.
25. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses / fines. The concerned contractor's personnel shall attend the court as and when required.
26. **Force Majeure:** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

27. The contractor shall have his own Establishment/Setup/Mechanism, etc., at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
28. 'WORK ORDER' means the notice issued by NABARD, J&K Regional Office, Jammu to the contractor communicating the date on which the work/services under the contract are to be commenced.
29. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to NABARD, J&K Regional Office, Jammu for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture / consortium /group / partnership shall not be altered without the approval of NABARD, J&K Regional Office, Jammu.
30. The contract period will be initially for a period of two year from 01 August 2025 to 31 March 2027.
31. During the course of contract, if any contractor's personnel are found it to be indulging in any corrupt practices causing any loss of revenue to NABARD, J&K Regional Office, Jammu, then NABARD, J&K Regional Office, Jammu shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Retention Money Deposit.
32. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, NABARD, J&K Regional Office, Jammu may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by NABARD, J&K Regional Office, Jammu from the contractor.
33. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the labour laws or regulations be directed to be paid by NABARD, J&K Regional Office, Jammu, such money shall be deemed to be payable by the contractor to NABARD, J&K Regional Office, Jammu within seven days. NABARD, J&K Regional Office, Jammu shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the AMC monthly payment.
34. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
35. The contractor shall indemnify and hold NABARD, J&K Regional Office, Jammu harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
36. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and relevant Acts or laws (wherever applicable).

37. The personnel engaged should project an image of utmost discipline. They should be preferably between the ages of 18 and 55 yrs. NO UNDERAGE / MINOR (below 18 years of age) SHALL BE DEPLOYED UNDER ANY CIRCUMSTANCES. The entire responsibility for such lapse shall be that of the contractor. The Bank shall have right to have any person removed in case the personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases. Manpower so engaged shall be trained for providing general maintenance and housekeeping before joining. During this training, contractor shall have to arrange for substitute for the staff undergoing training.
38. The contractor shall get their staff screened for gross physical disabilities and contagious diseases and will provide a certificate to this effect for each personnel deployed. NABARD will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
39. Staff engaged by the contractor shall not take part in any staff union and association activities.
40. Agency will provide mobile phones to the supervisor at their own cost to ensure effective timely communication between him and workers engaged by the agency.
41. NABARD, J&K Regional Office, Jammu shall not be responsible for providing residential accommodation to any of the employee of the contractor.
42. NABARD, J&K Regional Office, Jammu shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. NABARD, J&K Regional Office, Jammu does not recognize any employee employer relationship with any of the workers of the contractor.
43. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by NABARD, J&K Regional Office, Jammu from the agency.
44. If any underpayment is discovered, the amount shall be duly paid to the agency by NABARD, J&K Regional Office, Jammu.
45. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by NABARD, J&K Regional Office, Jammu etc.
46. The contractor will ensure to comply with all statutory provisions under various Act as applicable.
47. The contractor shall submit proof of disbursement of wages to its staff deployed in NABARD, J&K Regional Office, Jammu and ensure that all wages to its staff is made through banking channel.
48. The contractor should have their office in Jammu along with quick response teams to deal with emergent situations.

49. PAYMENT

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

- a. Contractor shall pay the entitled wages of the workers on the last day of the month. It shall not be linked to the payment of the bill.
- b. Payment must be made by the contractor through ECS/NEFT/any other electronic payment system. Under no circumstances payments will be made in cash. To ensure this, service provider will get a bank account opened for every engaged employee.
- c. The service provider must ensure that entitled wages of the employee are credited to their bank account on the last working day of the month. Service provider will not be given any relaxation in this matter.
- d. While submitting the bill for the month, the services provider must file a certificate certifying the following:-
 - i. Wages of employees paid as per minimum wages norm applicable have been credited to their bank accounts on (date)
 - ii. The service provider is complying with all statutory Labour Laws including Minimum Wage Act.
- e. The service provider should submit the bill in accordance with the above time schedule.
- f. The contractor shall compulsorily issue a wage slip to every personnel & supervisor in the format in vogue/practice.

49.2. In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel & is assessed as true by the Bank, a penalty of Rs.5000/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the personnel found involved in the incident shall be removed from the Premises immediately.

OBLIGATION OF THE CONTRACTOR:

50. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

51. DISPUTE RESOLUTION

- i. 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
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. The venue of the arbitration shall be Jammu under the exclusive jurisdiction of the courts at Jammu only.
- vii. The award shall be final and binding on both the parties.

52. JURISDICTION OF COURT

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

53. EXIT

- i. First three months of the contract shall be on a trial basis. If the work is not satisfactory, the contract may be terminated.
 - ii. The contract is liable for termination by giving one month notice by the Bank and three months' notice by the contractor. However, the contract may be terminated by the Bank without allowing notice period, if the quality of the work is found not satisfactory. The Security Deposit under these circumstances will be forfeited.
54. The contractor shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or on leave.
55. On site storage space will be provided to the Contractor. NABARD will not be responsible for safety or upkeep of contractor's materials. The contractor may be required to vacate the storage space and sheds at short notice without any extra cost to NABARD.
56. The contractor shall provide necessary Tools & Plants (T&P) or any other equipment, labour, etc for the proper execution of the works.
57. Validity of the Tender would be 90 Days from the date of opening of the Tenders.
58. 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.
59. 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 incharge of execution of this contract.
 - ii. Wage Book, Muster Book pertaining to labours engaged under this contract.
 - 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 vouchsafe bonafides, conduct and fidelity of the staff employed by him. Any damage caused willfully or in negligence to the works executed, shall be borne by the contractor.
60. The Contractor shall at his own cost and expenses provide all the 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.

61. **Forfeiture Clause:** In case of negligence/dereliction of duty by contractor's staff, the above contract shall be terminated without giving any notice and the security deposit shall be forfeited.
62. Recovery of income tax, education cess, work contract tax etc. as applicable & in force shall be deducted from the bill during the currency of the contract.
63. Note: The property shall be handed over to contractor for maintenance on as-is-where-is basis and the contractor shall be required to do the pending work (if any), without any extra cost. In regard to the pending works (as per scope of work) contractor shall not give excuse such as so and so work should have been done by the previous AMC contractors and is not within their scope.

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

SIGNATURE AND SEAL OF BIDDER:

PLACE:

DATE

SAFETY CONDITIONS OF THE CONTRACT

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

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

SIGNATURE AND SEAL OF THE BIDDER

Scope of Work

1. The staff quarters complex comprise of 65 flats, spread over eight (8) Blocks with open area all around the buildings. Quotations are being invited for general upkeep and comprehensive maintenance of the said complex which, inter alia, includes arrangement for cleaning, sweeping of common areas of flats and cleaning of vacant flats every fortnightly basis, parking area, and inner roads etc., cleaning of Bathrooms (once a week) of residents, attending to complaints relating to plumbing work and carpentry work in the Flats, at NABARD Gram Residential Complex, Channi Rama, Jammu – 180015. Services of the same will also be provided in NABARD Regional Office, Jammu as and when required. The components of various items of work are detailed below. The Bidders are advised to visit the site, conduct survey of the existing conditions so as to familiarize & satisfy themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates. The Bidder should have experience of working with nature of works as briefly mentioned below:

➤ **Sweeping, Cleaning & disposal of garbage etc.:-**

Sl. No	Work particulars	Frequeny	Remarks
i	Collection of household garbage from each flat and their safe disposal and segregation of wet & dry waste.	Daily	To be disposed off at a safe place/ approved municipal dump
ii	Sweeping & cleaning of open space & common areas in the residential Colony, pathways, drains, staircases, catch basins, all sewer lines and manholes, gully traps, sluice valve and wheel valve chambers, Parking spaces, etc., to keep them in proper hygienic conditions and cleaning and maintenance of gymnasium, RCO and VOF/VEF.	Daily	Garbage to be disposed off at a safe place/ approved municipal dump
iii	Cleaning of Bathrooms/Toilets in occupied flats.	Once a Week	Cleaning materials will be provided by the Bank.

iv	Cleaning of Fans/Tube lights, dusting of net doors in occupied flats.	Quarterly	--Do--
v	General cleaning and removal of cob-webs from staircases, passages, parking lots and other open spaces as also cleaning of vacant flats, pump room, community hall, guard room, transformer room, electric panel room, roof top etc.	Fortnightly	

➤ **Plumbing Services:**

Attending complaints related to plumbing lines, sanitary fittings, replacement of worn out parts, repairs, etc.

➤ **Carpentry services :**

Attending all complaints related to carpentry, i.e., doors windows, pelmets, built in cupboards, other cabinets, repair and replacement of door closers, hinges, handles, etc. In case, services are required for additional number of days, payment shall be made on pro-rata basis.

2. Manpower requirement:

Sr. No.	Work Type	Manpower requirement	Timings
i	Sweeping/ cleaning	Six sweepers	For 08 hrs daily from Monday to Sunday (7 days a week on roster basis work allotment for maximum of 48 hrs in a week – total of 26 days in a month) from 0800 hrs to 1600 hrs
iii	Plumbing Services	One Plumber	For 08 hrs daily from Monday to Saturday (6 days a week– total of 26 days in a month of 30 days) from 0900 hrs to 1700 hrs
iv	Carpentry services	One Carpenter	For 08 hrs daily from Monday to Saturday (6 days a week– total of 26 days in a month of 30 days) from 0900 hrs to 1700 hrs

Note:

- a) **The Contractor shall provide manpower and all required tools/ kits etc. for their use. All consumable and cleaning materials will be arranged by Bank and will be stored and issued by ACT.**
- b) **The plumber and carpenter may be called to attend complaints in the Regional Office building of NABARD located at Railway Road, Jammu, if required, during their duty time. No extra charges shall be payable to the contractor, on this account. Further, contractor has to ensure that plumber and carpenter are available at call in case of exigencies.**

3. The maintenance contractor shall maintain and update any or all registers/documents relating to maintenance work, as asked by NABARD from time to time, for attending complaints and upkeep of the said premises etc. More specifically, Contractor shall maintain a 'Complaint Book' at site for recording of complaints by the residents requiring attention.

4. Contractor will maintain records of said works/ cleaning works repairs undertaken, date wise, and cleaning materials used there against for the same, and submit the same to NABARD as and when required to do so

DECLARATION BY THE BIDDER

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

SIGNATURE AND SEAL OF BIDDER

DATE:

PLACE:

ANNEXURE-I

LIST OF ITEMS OF WORK TO BE ATTENDED FOR HOUSEKEEPING at NABARD
Gram

Sl. No	Work particulars	Frequency	Remarks
i	Collection of household garbage from each flat and their safe disposal and segregation of wet & dry waste.	Daily	To be disposed off at a safe place/ approved municipal dump
ii	Sweeping & cleaning of open space & common areas in the residential Colony, pathways, drains, staircases, catch basins, all sewer lines and manholes, gully traps, sluice valve and wheel valve chambers, Parking spaces, etc., to keep them in proper hygienic conditions and cleaning and maintenance of gymnasium, RCO and VOF/VEF.	Daily	Garbage to be disposed off at a safe place/ approved municipal dump
iii	Cleaning of Bathrooms/Toilets in occupied flats.	Once a week	Cleaning materials will be arranged by Bank.
iv	Cleaning of Fans/Tube lights, dusting of net doors in occupied flats.	Quarterly	--Do--

	v	General cleaning and removal of cub-webs from staircases, passages, parking lots and other open spaces as also cleaning of vacant flats, pump room, community hall, guard room, transformer room, electric panel room, roof top etc.	Fortnightly	----Do---

General Cleaning of Premises

Providing daily adequate number of personnel for overall cleaning of NABARD Gram premises including common areas of all staircases, terrace, outer stone paving, roads, pathways, drains, manholes, areas enclosed within NABARD Gram premises in order to keep NABARD Gram premises in proper hygienic conditions. Collections of all garbage from occupied flats and common areas and disposal of all waste material to the approved.

BASIC INFORMATION OF THE CONTRACTOR

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

9.	a) Names of bankers with branch address	
10.	Yearly turnover of the Organisation during the last three years	2022-23 ₹_____lakh 2023-24 ₹_____lakh 2024-25 ₹_____lakh
11.	Details of registration with the office of the Regional Labour Commissioner, EPFO and ESI	

12. Whether any Civil Suit/litigation arisen in the contracts executed during the last ten years/being executed now. If yes, please furnish the details in the proforma given below:

Sr. No.	Name of the Employer	Nature of Work	Work order No and date	Present stage of Work	Value of contract (Rs)	Brief details of litigation

SIGNATURE AND SEAL OF THE BIDDER

ANNEXURE-III

PREVIOUS EXPERIENCE

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

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

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

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

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

--	--	--	--	--	--	--	--	--

SIGNATURE AND SEAL OF THE BIDDER

Seal & Signature of the bidder

ANNEXURE-IV

CHECK-LIST FOR TECHNICAL BID

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

INTEGRITY PACT

Between

National Bank for Agriculture and Rural Development (NABARD)hereinafter referred to as **“The Principal”**

And

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

Preamble

The 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, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor (s).

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

Section 1-Commitments of the Principal

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

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

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

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

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

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous Transgression

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

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

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

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

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

Section 8 – Independent External Monitor

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

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

The Independent External Monitor appointed for NABARD is

2. **The Name & address of the Independent External Monitor (IEM) for J&K RO is Dr. Rabindra Kumar, IFoS (Retd). Address: 37, Bhagirathipuram, GMS Road, Dehradun 248001, Uttarakhand. Email: Rabindra_us@yahoo.com. Mob: 9411714138; 8415080837.**

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

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

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

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

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

Section 9- Pact Duration

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

Section 10- Other Provisions

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

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

(Office Seal)

Place _____

Date _____

Witness 1 :

(Name & Address)

Witness 2 :

(Name & Address)

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

THIS AGREEMENT is made on the _____ day
_____(Month) _____(Year) Between National Bank for
Agriculture and Rural Development (NABARD) through the OIC, J&K Regional Office,
NABARD (hereinafter called “NABARD, J&K Regional Office, Jammu” which expression
shall, unless excluded by or repugnant to the context be deemed to include his successors in
office and assigns) of the one part AND _____(Name and
address of the contractor) through Shri _____, authorized
representative (hereinafter called “the contractor” which expression shall, unless excluded by
or repugnant to the context, be deemed to include his successors, heirs, executors,
administrators, representatives and assigns) of the other part for providing General
Maintenance and Housekeeping Services to its Staff Quarters situated Channi Rama, Jammu -
18 thereafter called NABARD” which expression shall, unless excluded by or repugnant to the
context be deemed to include his successors in office and assigns the conforming party to the
agreement.

NOW THIS AGREEMENT WITNESSETH as follows:-

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

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

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

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

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

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

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

Performance Bank Guarantee (Initial Security Deposit) format

To
 OIC,
 National Bank for Agriculture & Rural Development,
 J&K Regional Office
 NABARD Tower, Railhead Road, Near Saraswati Dham
 Jammu-180012

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

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

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

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

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

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

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

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

Signature

Date

Place

PART-II

FINANCIAL BID

NABARD, J&K Regional Office, Jammu
Tender for Annual Maintenance Contract for providing General
maintenance and Housekeeping Services at NABARD Staff
Quarters, NABARD Gram Residential Complex, Channi Rama,
Jammu – 180015

Schedule of Quantities

CHARGES TOWARDS GENERAL MAINTENANCE (CLEANING OF COMMON AREA, PLUMBING AND CARPENTRY SERVICES) - OF THE STAFF QUARTERS, NABARD Gram Residential Complex, Channi Rama, Jammu – 180015.

(The rates should be as per Minimum Wages Act of Central/State Government, whichever is higher).

Sr. No.	Description of Work	Unit	Rate (in Rs.)
1	(a) Monthly charges for cleaning, sweeping at Staff Quarters, NABARD Gram Residential Complex, Channi Rama, Jammu 180015 on daily basis. (b) Cleaning Bathrooms/Toilets in occupied flats/VOF/VEF on weekly basis. (c) Cleaning of Fans/Tube lights, dusting of net doors in occupied flats once in a quarter. (d) Cleaning and maintenance of gymnasium, VOF, Community Hall on daily basis.	Lump sum charges per month in Rs. Unit-05 unskilled for 26 days in a month of 30 days.	
2	Providing personnel for plumbing services given in the scope of work and terms & conditions of this Quotation at Staff Quarters, NABARD Gram Residential Complex, Channi Rama, Jammu 180015.	Lump sum charges per month in Rs. Unit-01 skilled for 26 days in a month of 30 days.	
3	Providing personnel for carpentry services (one skilled) given in the scope of work and terms & conditions of this Quotation at Staff Quarters, NABARD Gram Residential Complex, Channi Rama, Jammu 180015.	Lump sum charges per month in Rs. Unit 01 – Skilled for 26 days in a month of 30 days.	

4	Contractors Margin (should be a minimum of 3.85% of Wages)		
5	Goods and Services Tax		
Total per month			
Total for 20 months and 15 days (20.5 months, taking into consideration of 30 days in a month)			
Total Amount in Words:			

NOTE: Quotations will be evaluated on the basis of the lowest consolidated amount for all the schedules put together.

- Wages include mandatory EPF and ESI (Threshold limit for EPF is Rs. 15,000/- and Rs. 21,000/- for ESI calculations.)
- Contractor's Margin should be a minimum of 3.85% of total wages. Any Bidder quoting service margin below 3.85% will be considered ineligible for the Bid and thus be disqualified.

Signature of bidder with Seal and Date