

**ANNUAL MAINTENANCE CONTRACT (AMC) OF CARPENTRY WORK
AT OFFICE PREMISE AND QUARTERS OF NABARD AT
BHUBANESWAR FOR THE PERIOD FROM 01/01/2025 to 31/03/2026**



Odisha Regional Office

NABARD, Odisha Regional Office, Ankur 2/1, Nayapalli Civic Centre Bhubaneswar 751 015

| | |
|---|---|
| Date of Commencement of issue of tender | 06 December 2024 |
| Earnest Money Deposit | Rs.17,026.00 |
| Pre tender Meeting | 03:00 PM on 10 December 2024 Venue: Odisha Regional Office, Ankur 2/1, Nayapalli Civic Centre Bhubaneswar 751 015. |
| Last date and time for receipt of e – tender bids | 03:00 PM on 16 December 2024 |
| Date and time of opening of Technical Bids | 03:30 PM on 16 December 2024 |
| Date & Time of opening of Financial Bids | To be informed later |
| Website for submission of tender | https://gem.gov.in/ |
| Contact for tendering | E-mail: dpsp.bhubaneswar@nabard.org Telephone: 0674-2374306/321 |

Disclaimer

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

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

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

This Tender Document has been prepared solely for the purpose of enabling the Bank in defining the requirements for engaging the Services of an Agency Annual Maintenance Contract of Carpentry Works at Office Premises and Quarters of NABARD at Bhubaneswar for the period from 01/01/2025 to 31/03/2026 as mentioned in the Scope of Work.

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

Notice Inviting Tender

NB.ODI.RO/ 97528 /DPSP/AMC-CARPENTRY /2024-25

06 December 2024

All Bidders

Madam/Dear Sir,

Notice Inviting Tender for Annual Maintenance Contract of Carpentry Works at Office Premises and Quarters of NABARD at Bhubaneswar for the period from 01/01/2025 to 31/03/2026

1. NABARD intends to enter into contract with a reputed agency for “Annual Maintenance Contract of Carpentry Works at Office Premises and Quarters of NABARD at Bhubaneswar for the period from 01/01/2025 to 31/03/2026” at an estimated cost of **Rs 8.51** Lakhs.
2. You are requested to submit your offer through **Government - e - Marketplace (GeM)** in **Two Bid System** for the aforesaid contract as per the detailed specifications and other requirements as mentioned in this tender document. The tender document will be available for download at <https://www.nabard.org> and in GeM Portal.
3. The **Pre-Bid meeting** will be held at **1500 Hrs on 10 December 2024** at NABARD Odisha Regional Office, Ankur, 2/1 Nayapalli Civic Centre Bhubaneswar-751015. To be eligible to participate in the pre-bid meeting, the bidder should have already conducted a site survey and should have satisfied himself about the overall feasibility of the work/service. **Any clarifications being sought in the pre-bid meeting should be submitted in writing at least 01 working day prior to the date of pre-bid meeting by email to dpsp.bhubaneswar@nabard.org.** All the clarifications of the pre-bid meeting will be part of tender.
4. **Tenders submitted through GeM portal only will be accepted.** Tender received late or received through fax/email/post will not be accepted and will be rejected. The tenders of the bidders whose tender is not in accordance with the prescribed manner, will be rejected.
5. Technical Bid (Part- I) of Tender will be opened at NABARD Odisha Regional Office, Ankur, 2/1 Nayapalli Civic Centre Bhubaneswar-751015 on **16 December 2024 at 1530 hrs** or later as per convenience of NABARD and as per the rules of GeM.
6. Price Bid (Part II) of bidders who qualify the technical evaluation will be opened on a separate date informed through GeM portal. If there is any conflict between the rules of this tender document and the rules of GeM, then this document will be given preference.
7. Instructions regarding Technical Bid, Price Bid, scope of works and the services required, selection of successful bidder etc have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.
8. An Earnest Money Deposit of **Rs.17,026/-** should be remitted by NEFT into the account mentioned below. Tender without EMD shall be rejected.
Payee Name : NABARD
Current Account No: NABADMN05
Name of the Bank : NABARD Head Office, Mumbai
IFSC Code : NBRD0000002

(After depositing the EMD amount, the tenderer is advised to immediately send an email to dpsp.bhubaneswar@nabard.org with the details of the transaction).

9. The bid shall remain valid and open for acceptance for **03 months (90 days)** from the date of opening of the price bid.
10. **All documents that comprise the offer and all pages of tender, should be signed and sealed by the bidder, as a token of acceptance to the terms and conditions specified in tender and uploaded in GeM Portal.**
11. NABARD reserves the right to accept or reject any/all tender(s) in part or whole of any bidder/bidders without assigning any reasons for doing so.
12. Only bidders who are willing to execute Pre-Contract Integrity Pact with the Bank, in accordance with the standard format enclosed, will be eligible to participate in the tender. A scanned copy of the same may be immediately submitted by email to dpsp.bhubaneswar@nabard.org. The Independent External Monitor (IEM) assigned for Odisha would be Shri Sanjay Kumar Panda, IAS (Retd.) 515, Ward N.03, Sideshwar Sahi Cuttack City, Cuttack District Odisha – 753008 Email id: sanjaypandaias@gmail.com Mobile: 8527661800.
13. The bidders are requested to visit the site at Odisha Regional Office, Nayapalli, Bhubaneswar and NABARD Officers' and Staff Quarters, BDA Colony, Chandrasekharpur, Bhubaneswar before bidding.
14. **The successful bidder shall execute an agreement with NABARD in accordance with the standard format enclosed within 07 days from the date of acceptance of the offer, failing which the bidder's EMD may stand forfeited.**
15. The successful bidder has to deposit Retention Money Deposit (RMD) of 5% accepted value of the tender within seven days of issue of work order. The EMD amount of the successful bidder will be adjusted against RMD amount.
16. The bidder must have its registered office **actively located in Bhubaneswar/Cuttack, Odisha** only and have previous work experience in Bhubaneswar/ Cuttack in assignment of similar nature (**Carpentry Work**) and should submit the valid documentary proof of the office address as well as work order/performance certificate of principal employer, if any towards work experience.
17. The Bidder should be registered with Income Tax and Goods and Service Tax authorities.
18. The bidder irrespective of number of persons employed, should be registered under the relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 **under Bhubaneswar jurisdiction.**
19. A Notarized affidavit and undertaking that the workers employed would be paid at least minimum wages as per order of Government of India and oblige all statutory requirements with respect to ESI, EPF with reference to those workers.
20. NABARD reserves the right to give preference to any contractor who is qualified and/or having experience in providing manpower for carpentry works.
21. The bidder shall mandatorily submit an Index mentioning all the documents submitted in the Bid along with page number for reference.

Yours faithfully

(T S Rout)
Deputy General Manager

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Part I – Technical Bid

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Part II – Price Bid

1. Price Bid – Schedule of Quantities

**ANNUAL MAINTENANCE CONTRACT (AMC) OF CARPENTRY WORK
AT OFFICE PREMISE AND QUARTERS OF NABARD AT
BHUBANESWAR FOR THE PERIOD FROM 01/01/2025 to 31/03/2026
(through GeM)**

Part - I Technical Bid

Letter from the tenderer on their letterhead

Place:- Date:-

The Chief General Manager
Odisha Regional Office,
Ankur 2/1, Nayapalli
Civic Centre
Bhubaneswar 751 015.

Dear Sir

Tender for Annual Maintenance Contract of Carpentry Works at Office Premises and Quarters of NABARD at Bhubaneswar for the period from 01/01/2025 to 31/03/2026

I/We have read and understood the Notice Inviting tender and contents in the tender document such as Eligibility criteria of applicants, Instructions to the applicants, Services to be rendered, Terms and Conditions of the contract, instructions etc. I/We do hereby declare that the information furnished by me/us in the tender documents are correct to the best of my/our knowledge and belief.

Name of the partner/ owner of the firm authorized to sign:

OR

Name or person having Power of Attorney to sign the contract

Seal and sign of the tenderer

Check List

Technical bid will be evaluated on these parameters.

| Sr. No. | Description of Enclosure | Please ✓ or write |
|---------|--|--|
| 1 | <p>Type of Firm and Registration details</p> <p>(The bidder shall necessarily be a legal valid entity and submit proof for supporting the legal validity of the bidder and attested copy of incorporation certificate issued by concerned authority shall only be acceptable)</p> <p>(The bidder must have its registered office actively located in Bhubaneswar/Cuttack, Odisha and submit attested copy of documentary proof for registered office in Bhubaneswar /Cuttack, Odisha (in the form of Shop and Establishment Act License) shall only be acceptable.</p> | |
| 2 | <p>Registration (please submit requisite documents)</p> <p>(The bidder should be registered with Income Tax, Goods and Service Tax and also under labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation <u>under Bhubaneswar jurisdiction shall only be acceptable.</u></p> <p>The bidder should submit attested copy of PAN, GST Registration, EPF Registration, ESIC Registration and Labour License all under Bhubaneswar jurisdiction shall only be acceptable)</p> <p>The bidder should also submit attested copy of ITR and GST Return for the last three financial years (2021-22 to 2023-24 shall only be acceptable.</p> | <p>GST</p> <p>Income Tax</p> <p>ESI</p> <p>PF</p> |
| 3 | <p>Audit Report (please submit audit reports for these three years)</p> <p>{ The bidder should submit attested copy of the audited balance sheet (audited by Chartered Accountant) for completed three financial years i.e 2021-22, 2022-23 and 2023-24 shall only be acceptable}</p> | <p>FY2021-22</p> <p>FY2022-23</p> <p>FY2023-24</p> |
| 4 | <p>Turnover: should be more than Rs. 2.55 lakh</p> <p>(The bidder should have minimum average annual financial turnover of Rs.2.55 Lakh in similar service of providing manpower (Carpentry works) during the last three years ending 31 March 2024</p> <p>The bidder should submit attested copy of the audited balance sheet (audited by Chartered Accountant) for completed three financial years i.e. 2021-22, 2022-23 and 2023-24 shall only be acceptable}</p> | <p>FY2021-22</p> <p>FY2022-23</p> <p>FY2023-24</p> |
| 5 | <p>Experience in providing manpower (Carpentry works only). during the last 7 years i.e. from 01/10/2017 – 30/09/2024.</p> | <p>3 works of Rs. 3.40 lakh (per annum) or</p> <p>2 works of Rs. 4.26 lakh each (per annum) or</p> |

| | | | |
|----|---|-------------------------------------|--|
| | <p>The bidder should have at least 03 years' experience during the last 7 years for providing manpower in Carpentry Works in Ministries/Department under Government of India, State Govt Department/Public Sector Undertaking/ Autonomous Bodies etc.</p> <p>The bidder should have successfully executed/completed similar service of providing manpower (Carpentry Works) and submit attested copy of documentary proof of work order/experience certificate/ completion certificate for registered office located in Bhubaneswar/Cuttack, Odisha shall only be acceptable.</p> | 1 work of Rs. 6.81 lakh (per annum) | |
| 6 | <p>Earnest Money deposit through NEFT: please submit requisite documents</p> <p>(The bidder should scan the proof of having remitted earnest money deposit in NABARD A/c as indicated in point 8 of NIT and upload it online through GeM Portal)</p> | | |
| 7 | Bank a/c details | | |
| | | PAN | |
| 8 | Copy of cancelled cheque | | |
| 09 | <p>Submit Duly filled Pre Contract Integrity Pact (Annexure VII) on GeM portal. Hard copy may be submitted for confirmation.</p> <p>(Bids/offers without duly signed Integrity Pact or Duly signed Integrity Pact with any material change/deviation from NABARD Approved format will be summarily rejected and will not be considered for further evaluation)</p> | | |
| 10 | An affidavit to the effect that the bidder has not defaulted in payment of statutory dues like EPF/ESI/GST and Income Tax. | | |
| 11 | Undertaking to be furnished by the bidder on Letterhead concerning Non blacklisting/Non Debarment by NABARD or any other Government Entity/Public Sector Undertaking/ Any Other Agency | | |

Previous Experience

- a) List of important works executed by the firm during last **seven years** costing **Rs. 3.40 Lakh/Rs.4.26 Lakh/Rs.6.81 Lakh and above (per annum)** with experience in executing works of similar work (**Carpentry Works only**) in organizations / institutes / training establishments etc. (Please attach extra sheets if required).

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

- b) List of important ON HAND works costing **Rs. 3.40 Lakh/Rs.4.26 Lakh/Rs.6.81 Lakh and above (per annum)** of similar work (**Carpentry Works**) in organizations / institutes / training establishments etc. (Please attach extra sheets if required).

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

- c. List of available tools, Equipment. (Please attach extra sheets if required)

Seal and Signature of bidder

Carpentry services and their Experience

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

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

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

| S.No. | Name of tools/ Equipment and Accessories | Total No. of units available with agency | Required no. of units to be spared for NABARD's work (to be kept in our premises) |
|-------|--|--|---|
| (1) | (2) | (3) | (4) |
| 1 | Hexsaw blade | | 01 |
| 2 | Hammer | | 01 |
| 3 | Chisles | | 01 |
| 4 | Bubble Levels | | 01 |
| 5 | Power Drill | | 01 |
| 6 | Circular Saw | | 01 |

General Instructions to the Tenderer

1. The Tenders may be submitted after visiting the site and conducting survey of the existing conditions so as to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.

2. Selection of Bidder

- Bidder has to qualify in Technical Bid. Price bid of bidder will be opened only if found eligible in Technical Bid.
- Only those bidders whose firm has registration of PAN, GST, ESI, EPF, etc., are eligible to apply.
- **Bidder has to submit an affidavit to the effect that they have not defaulted in payment of statutory dues like EPF/ESI/GST and Income Tax.**
- **Only bidders/Contractor/Firm having registered office in Bhubaneswar/Cuttack are eligible to apply.**
- The bidders should have skilled manpower with requisite training and knowledge about Carpentry Work service etc. Bidders must have prior experience of maximum 5 years in the AMC for Carpentry Works and must have executed similar work and should provide documentary evidence in this regard.
- The PART-I (Technical Bid) of the tender shall contain Pre-Qualification bid, along with proof of having submitted EMD and terms & conditions in prescribed tender document. The PART- II of the tender shall contain only the financial bid in the prescribed format. No other terms & conditions should be there in the financial bid. If any terms & Conditions are stipulated in the tender document, the tender shall summarily be rejected.
- Selection will be based on Grand Total quoted at the price bid by the bidder.
- **Preference shall be given to Public Sector Enterprises (PSEs), where quoted rates of PSEs are within 10% of the rates quoted by L1 bidder, other things being equal. Purchase preference may be granted to the Public Sector Enterprise at the lowest valid price bid.**
- The decision of NABARD will be final in selection of bidder.

3. In case of multiple L1 bidders, the final selection of bidder is done by GeM through system logic.

4. The estimated cost of the tender (of supply of manpower) is **Rs.8.51 lakh** for **15** months.

5. **The EMD of Rs.17,026.00** is required to be deposited through NEFT to the following account:

| | |
|--------------|--|
| ACCOUNT NAME | NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT |
|--------------|--|

| | |
|----------------|----------------------------|
| ACCOUNT NUMBER | NABADMN05 |
| ACCOUNT TYPE | Current Account |
| IFS CODE | NBRD0000002 |
| BANK NAME | NABARD |
| BANK BRANCH | HEAD OFFICE, MUMBAI |

After depositing the EMD amount, the tenderer is advised to send an email to dpsp.bhubaneswar@nabard.org with the details of the transaction.

6. The EMD of the Contractor selected for award of the Annual Maintenance Contract will retained by NABARD as Retention Money Deposit (RMD) till expiry of the Contract and will not carry any interest. **The successful bidder has to deposit an amount @5% of accepted value of the tender amount as RMD directly to our current account within 7 days from the date of award of the contract. (the EMD amount already deposited will be adjusted). RMD will be released after 60 days from the expiry of the satisfactory AMC period and will not bear any interest.**
7. The tenderers are advised to ensure strict observance of commercial aspect of this Tender and also the following points:
 - (a) The Contract period will be for a period of 15 months starting from 01 January 2025 to 31 March 2026.
 - (b) The contract period may be renewed for further one years (one year at a time), if services are found satisfactory as per mutually agreed terms and conditions. The renewal shall be at the sole discretion of NABARD.
 - (c) However, the Bank reserves the right to terminate the services of the agency by giving one-month notice if the services are found to be unsatisfactory.
8. Validity of offer shall remain open for acceptance for 03 months (90 days) from the date of opening of the price bid.
9. Intending bidders have to arrange for execution of pre-bid pre-contract Integrity Pact (as per Annexure VII) **failing which the tender will be rejected.** All prospective bidders / vendors have to enter into an Integrity Pact with the Bank otherwise, they will not be eligible to participate in the tendering process. **The pre contract Integrity Pact should be submitted on GeM portal. Hard copy may be submitted for confirmation.**
10. Tenders containing tenderer's own conditions are liable to be rejected.
11. Instructions for filling the Price bid is as indicated in the Annexure II
12. Basic information is as indicated in Annexure III
13. Bank details are indicated in Annexure IV.
14. General Terms & Conditions is as indicated in Annexure V.
15. Scope of work is as indicated in Annexure VI.
16. Pre Bid Integrity Pact is as indicated in Annexure VII
17. Format of Form of Agreement as indicated in Annexure VIII.

18. Non Disclosure Agreement as indicated in Annexure IX
19. Indemnity Bond as indicated in Annexure X.
20. Letter of Authorization to Bid as indicated in Annexure XI
21. The rates may be quoted in the Price BID only and not elsewhere.
22. The address of the premises where the work is to be carried out are as under:

| Sl No | Details | Address |
|--------------|---|---|
| 1 | 72 flats in NABARD Officer's Quarters along with common areas like community hall, staircase, terrace, security lodge, parking space, pump house etc. | NABARD Officers' Quarters, BDA Colony, Chandrasekharapur, Bhubaneswar-751016 |
| 2 | 64 Flats in NABARD Staff Quarters along with common areas like community hall, staircase, terrace, security lodge, parking space, pump house etc. | NABARD Staff Quarters, BDA Colony, Chandrasekharapur, Bhubaneswar-751023 |
| 3 | NABARD Office Building along with common areas like meeting hall, staircase, terrace, security lodge, parking space, pump house etc. | NABARD, Odisha Regional Office, Ankur 2/1, Nayapalli Civic Centre Bhubaneswar 751 015 |

Seal and Signature of the authorized signatory of the contractor/ Tenderer

Instructions for filling the Price bid

1. Quoted rates should be workable and reasonable and should include:
 - a. Payment to all the contract workers engaged by contractor as per minimum wages as notified by Labour Commissioner, GoI from time to time or State Government of Odisha, whichever is higher. **The minimum wages must cover Central Government wage as indicated by Central Labour Commission or State Government of Odisha, whichever is higher. TDS will be deducted as per guidelines.**
 - b. ESI & PF benefits (Employer's contribution towards ESI & PF). EPF/ ESI has to be paid to worker considering the base full amount of applicable minimum wages prescribed by the Labour Commissioner from time to time.
2. **Service charge should include two sets of uniform for each employee, incidental expenses, cost of tools and machinery and all overheads & profits.**
3. The contractor may be required to furnish **Rate Analysis**, along with the price bid, for the rates quoted by him/her in this tender, if required.
4. The contractor is advised to visit the premises before quoting the rates and get all clarifications.
5. Rates shall have to be quoted in both words and figures.

Seal and Signature of the authorized signatory of the bidder/ Tenderer

Basic information

| A. General Information | | |
|-------------------------------|--|-----------------------------------|
| 1. | Name of the applicant organization/ vendor/ supplier/ service providers | |
| 2. | Address for communication and contact details | |
| 3. | Telephone number (landline) Telephone number (mobile) | |
| 4. | E mail ID | |
| 5. | Type of the organization (whether sole proprietorship. partnership, private limited or limited company or cooperative society, etc.) | |
| 6. | Name of the proprietor/partners or directors in the organization | |
| 7. | Details of Registration — (whether partnership firm, company. society, etc.) Registering Authority, Date, Registration No., etc., (copy to be enclosed) | |
| 8. | Whether empaneled with Government/Semi Government/ Autonomous bodies or any PSU and if so, give the details of the same (copy to be enclosed) | |
| 9. | Number of years of experience in the field/ trade of Carpentry Works A list of important assignments may be indicated for the same along with supporting documents (Note - Minimum 3 years of experience as on 30/09/2024 is required as prequalification criteria) | _____ Years (as on 30/09/2024) |
| 10. | Have you in the past carried out any works for NABARD? If yes, give details | |

| B. Financial Information | | |
|---------------------------------|--|--|
| 1. | Permanent Account Number (PAN) of the agency | |
| 2. | GST No. (enclose copies of relevant documents) | |
| 3. | Balance sheet and profit & loss statement for the previous three years, duly certified by a practicing Chartered Accountant in support of Annual Turnover OR Banker's Solvency Certificate in proof of having adequate financial standing. | |
| 4. | Annual turnover during the last three years (Pl. attach CA certificate) | FY2021-22 (Rs.....) FY2022-23 (Rs.....) FY2023-24 (Rs.....) |
| 5. | Indicate if involved in any litigation at present in similar type of contracts | |
| 6. | Any civil suit arisen in the contracts of works executed, if any, please give brief details | |
| 7. | Number of supplementary sheets attached | |

Place:

Date:

**Seal and Signature of the bidder/
Tenderer**

Details of the Bank's Account

| | | |
|-----------|--|--|
| 1. | Name of the Vendor / Firm / Contractor | |
| 2. | Name of the Account Holder | |
| 3. | Name of the Bankbranch and Address | |
| 4. | Bank's Code and Branch's Code | |
| 5. | IFSC Code of the Bank's Branch | |
| 6. | Type of Account (Current/Saving/Cash credit) | |
| 7. | Account Number | |

Note: A copy of cancelled cheque in respect of the above account which is operated by the vendor must be enclosed

Place:

Date:

(Signature and Full Name of the authorized person with seal on behalf of Firm/Agency/Bidder

General Terms and Conditions of the Contract

1. Manpower requirement for Carpentry Works at Office Premises and Quarters of NABARD, Bhubaneswar:

| S. No | Details & Address | No. of manpower | Working Days & Hours | Special Conditions |
|--------------|--|---|---|--|
| 1 | Annual Maintenance Contract- Carpentry Job at NABARD Office Building, 72 flats in NABARD Officer's Quarters and 64 Flats in NABARD Staff Quarters along with common areas like community hall, meeting hall staircase, terrace, security lodge, parking space, pump house etc. | Total - 02 Nos. 01 Skilled (Carpenter) 01 Semi Skilled (Carpenter Helper) cum | All the days of a month. However, the labours as assessed above should be deployed in such a manner that no labour shall be required to work without a day's weekly rest and for more than 26 days a month. | Time of Work: 02 worker 8.00 Hrs to 17.00Hrs (1Hrs lunch in between) |

2. a. The contractor should deploy personnel in such a manner that no labour shall be required to work without a day's weekly rest and for more than 26 days a month. Moreover, staff deployed must have experience in carpentry service for more than 3 years. The staffs posted at the aforesaid premises of the National Bank for duty shall be below **55 years of age** and be medically fit to perform the required service.

b. Separate orders will be issued by NABARD in respect of additional works (if any) which are not covered under the scope of AMC. The estimate for the same need to be submitted to NABARD for approval before undertaking the work. 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 regular works carried out without proper work slips/ work order will be rejected and no further representation will be entertained. The material cost involved during maintenance will be reimbursed by NABARD on MRP / Market rate.

3. Bank will have no liability whatsoever concerning the persons deployed by the tenderer for the purpose. The successful tenderer shall keep the bank indemnified against all losses of damages or liability arising out of or imposed in the course of employment of persons(s) by him.

4. The successful tenderer shall make regular and full payment of wages, salaries, PF and any other payment due to his employee(s) and furnish necessary proof.
5. If applicable, the successful tenderer shall obtain the necessary labour license from the Licensing Authority under the Contract labour (R&A) Act and Contract Rules framed there under and produce the same to the authorized representative of bank whenever asked to do so.
6. The successful tenderer shall comply with all acts, laws under Contract Labour (R&A) Act 1970 and EPF & ESI act, payments of wages act, minimum wages act or any other statutory rules regulations with their related amendments, by-laws applicable or which might become applicable with regard to the performance of work included herein or touching this contract from time to time and take such necessary steps as may be deemed necessary in this regard. The successful tenderer shall keep the bank indemnified against all penalties, claims and liabilities of every kind for any violation of such acts, Laws or Regulations etc. by him / her, his / her agents or his / her staff.
7. If at any time during the period of the contract, it is observed by the bank or by its authorized representatives that the services rendered by the tenderer's personnel are not to the satisfaction of the bank or any terms of the contract are violated, the bank reserves the right to terminate the contract by giving one month notice.
8. It shall be entirely, the responsibility of the successful tenderer to ensure that no unlawful act is done by his person(s) while on duty.
9. In case of loss of the Bank's property due to the negligence of carelessness of the person(s) deployed by the successful tenderer he will be responsible and shall make good the same.
10. The successful tenderer shall be solely responsible for settling / resolving any dispute/ claim of his / her personnel during the contract. No liability shall accrue to the bank under the circumstances during / after expiry of the contract.
11. The contractor shall indemnify bank against any payments to be made under and for observance of the above-mentioned various laws and rules. In the event of there being any increase of workmen's compensation under any law or any additional payment or new liability under the labour laws being imposed on the contractor at any time, the additional expenditure incurred by the contractor shall be borne by the contractor and no claim will be considered and no claim will be entertained by bank on any account.
12. The contractor **shall not subcontract** the whole or any part of this contract to another person/ vendor.
13. All works shall be carried out in accordance with the provision of the statutory acts and laws and bureau of Indian Standards regarding fire systems in India, electricity act, local laws and by-laws as amended up-to-date. Contractor shall be solely responsible for following and adhering to the proper fire and safety precautions while carrying out any job.
14. During the tenure of the contract, the contractor has to coordinate the work with other agencies working inside or outside.
15. The Contractor shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract. The contract value quoted by the Contractor is inclusive of Employer's share of ESI & EPF contributions and no separate charges shall be payable by us on this account. Monthly payment will be done on production of proof of payment towards ESI & EPF (counterfoils) & other documents such as registration number, photo card etc.
16. **The staff deployed should be available 3 days prior to commencement of the contract to ensure smooth handing over / taking over from the existing contractor.**
17. **The vendor has to supply all materials and equipment as mentioned in the scope of work.**

18. The rate quoted for the said contract shall include the cost of manpower, cost of supervisor, contractor margin etc. as mentioned in the scope of work.
19. Contractor has to comply with all relevant statutory regulations and labour laws.
20. Payment:
 - a) The Contractor should ensure payments to the workers as per latest minimum wages act and other statutory regulations on or before 7th of every month irrespective of fact that monthly bill is paid or not by the NABARD. The payment for deployment of manpower for Annual Maintenance Contract of Carpentry Works at Office Premises and Quarters of NABARD at Bhubaneswar for the period from 01/01/2025 to 31/03/2026 will be made on monthly basis and on submission of the bills for the same. The bill shall be certified by the Caretaker/Asstt. Caretaker and Protocol and Security Officer.
 - b) The Contractor may ensure payment of minimum wages as stipulated by Ministry of Labour, Govt. of India or Government of Odisha (whichever is higher) and all other statutory payments thereof. The proof for such payments/certificates shall be produced by the Contractor along with the monthly bills.
 - c) Bill shall be submitted by the Contractor in the first week of every month for the work carried out during the previous month.
 - d) The bill should be accompanied with documents/ certificates indicating payment details
 - a. PF, ESI, etc. duly signed by the contractor
 - b. Copy of passbooks/bank statement of workers deployed.
 - c. Attendance sheet.
 - d. Payment to workers to be made through bank only and necessary documents like copy of passbooks/bank statement are to be submitted by the contractors. Bills without these documents will not be accepted for payment and the contract may be liable to be terminated and EMD/RMD will be forfeited.
21. The Contractor shall employ the required number of workers and keep the attendance record properly so that same can be inspected by the competent authority.
22. Contractors All Risk policy and work man compensation insurance policy for 1.25 times the contract value is to be taken by the agency for the workmen engaged and the same is to be submitted within 15 days of the work order.
23. Mobile phone number of the supervisor/manpower deputed shall have to be intimated to us.
24. The Contractor should provide uniforms of approved colour and quality to the employees deployed for the job at NABARD at their own cost.
25. The Contractor shall observe all the necessary safety precautions for the safety of the labour and the employees of NABARD during execution of works. The Contractor would be responsible for the safety of persons employed by the Contractor as also the safety of employees of NABARD.
26. The Contractor shall take all precautions to avoid accident and causes of accident. The Contractor must be careful regarding safety during working of the Contractor worker in the premises.
27. NABARD shall not bear any responsibility in case of any accident or loss of life to the Contractor worker in the premises due to no fault of NABARD's working but merely due to negligence of the Contractor worker or lack of safety provided to them by you. . The contractor would be responsible for the safety of persons employed by him and should take

adequate insurance coverage for them, the documentary proof of which shall have to be produced. The Bank shall not carry any responsibility in case of any accident or loss of life to his workers in the Bank premises. Contractors All Risk policy and work man compensation insurance policy for 1.25 times the contract value is to be taken by the agency for the workmen engaged and the same is to be submitted within 15 days of the work order

28. Contractor/Firm should have registered office in Bhubaneswar/Cuttack only and should submit the valid document proof of the office address.

29. Period and renewal of contract

a) The overall Contract period will be **15 months** i.e., for a period from **01 January 2025** to **31 March 2026**.

b) **The contract shall be reviewed after 03 months from the date of issue of work order and shall be continued only if the performance is found satisfactory as per Bank's requirement. Thereafter, the contract shall be reviewed at the end of each year and based on the satisfactory performance, the same may be continued for the next year.**

c) The contract period may be extended further depending upon the discretion of the Bank.

d) However, the Bank reserves the right to terminate the services of the agency by giving one month notice, with or without giving any reason whatsoever, if the services are found to be unsatisfactory or if there is any breach of terms and conditions of the contract.

30. The contractor shall deploy his manpower three days in advance from the date of start of the contract to acquaint himself / his staff with the complete work at no extra cost to bank and take charge of complete system and inventory.

31. **Contractors/ Firms and other entities, which have been blacklisted or debarred by NABARD or any other Government Entity are not eligible to participate in this tendering exercise.**

32. The Bank reserves the right to award the work in whole or part, or award the work separately for Annual Maintenance Contract of Carpentry Works at Office Premises and Quarters of NABARD at Bhubaneswar for the period from 01/01/2025 to 31/03/2026 The decision of the Bank in this regard shall be final and binding on the contractor/s.

33. Resolving Disputes

In the event of any difference or dispute in connection with the agreement over the right of obligations of the parties, the decision of Chief General Manager, NABARD, Odisha Regional Office, Ankur 2/1, Nayapalli Civic Centre Bhubaneswar 751 015 shall be final and binding upon the parties.

34. Rates and Prices

The rates will be firm and all-inclusive (taxes, duties, etc.) inclusive of service tax for the entire period of the contract. No additional charges on account of transportation of men and material, lunch, tea and conveyance etc. will be given. In the case of any change of minimum wages and statutory charges, the vendor shall bring it into the notice of NABARD immediately for updation.

35. The bank will be deducting the mandatory deductions i.e. taxes etc. from the payments due to the contractor.

36. Attendance of workers as indicated in the scope shall be maintained in the premises and the same shall be verified before settlement of bills. In case of absence, proportionate value of contract pertaining to the days of absence shall be deducted from the monthly payment.

37. Penalty Clause

In case of absence of any person deployed for the purpose of this contract, if no suitable replacement is provided then deduction will be made from the payments to the successful tenderer.

- a. Non-attendance or non-rectification of the faults coming under the scope of work and terms and conditions of the contract will entitle the bank to get the job done from any other vendor at the risk and cost of the successful tenderer. The decision of NABARD in this regard will be final and binding on the contractor.
- b. In case of non-compliance of contract obligations and also in case of any damages, breakage and loss or theft to the building fittings, assets and equipment attributable to staff or labour deployed by the contractor, the contractor will be responsible for repairing / replacing the same at his cost failing which the actual cost incurred towards repair/ replacement with suitable penalty shall be imposed on the contractor by the bank.
- c. In case of unsatisfactory performance or when unsatisfactory maintenance is brought to the notice of Bank by ACT or any flat occupant, **Rs.500/-** per incident will be deducted from the monthly bill.
- d. In case of inappropriate behaviour by deployed personnel, **Rs.500/-** per incident will be deducted from the monthly bill when such incident is brought to the notice of Bank by any guest.
- e. In the event of any accident/ damage etc. caused due to negligence of staff deployed will be debited to the contractor and he has to make good the loss.
- f. All the workmen deployed under the contract should have valid Identity Card issued by the Agency and should be in proper uniform having Agency/Firm/ Company's Name & Logo, embossed/embroidered on it.
- g. In the event of contractor's staff not attending to a specific item of work required under the contract, pro-rata amount will be deducted from contractor's bills.

38. Arbitration

For all disputes relating to this contract, Arbitration and Conciliation Act will be applicable. The place of arbitration shall be Bhubaneswar.

Declaration by the Contractor

I have read and understood all the instructions/ conditions give above and I have taken into account the above instructions/ conditions while quoting the rates.

Date:
Place:

Signature:
Name & Address:

Seal of the Contractor:

Scope of work / Terms and Conditions

A. Carpentry Jobs

1. Providing carpentry services for maintaining wooden, aluminium and similar type of fixtures and articles of NABARD office building at IRC Village Nayapalli and NABARD Officer's and Staff Quarters at Chandrasekharapur, Bhubaneswar as per instructions of the competent officials of NABARD, normally conforming to the CPWD specifications.
2. Ensuring the proper functioning of the fittings and apparatus as mentioned above and carrying out the repairing immediately as when required. The labours of the contractor shall visit the sites every day. A register each shall be maintained at the sites where the staff or supervising officials can register their complaints and suggestions and the contractor shall attend to such complaints immediately/ short notice, depending on the nature of work/procedure.
3. Periodical inspection at least once in every month of all the doors, windows, grills, kitchen cabinet, steel cupboard, wooden cupboard, wooden fixtures, steel fixtures, fitting in all the flats etc. available in staff quarters and office of NABARD.
4. Undertaking all types of minor repairs pertaining to carpentry work like replacement of worn out and damaged doors, shutters of cupboards & windows, window pane, door & window frame, painting, polishing, etc., in the entire Bank Officers' Residential colony including, Community hall, VOF/ VEF/ Guest, based on mutually agreed rate chart submitted to NABARD in the beginning of contract period.
5. Checking and maintaining at least once in every month all the hydraulic door closures and floor spring in the office premises, all aluminium doors & window shutters – Monthly
6. Replacement and repair of locks (in quarters and office) in main doors, shutters, cabin doors, credenzas, workstation cabinets etc as and when required.
7. In case of repairs or implementing the suggestions involving any expenditure the same shall be carried out with prior approval of the competent authority of NABARD.
- 8. All the works mentioned above are indicative only. NABARD may assign any other work related to the main job which may come to notice or emerge in future.**

Seal and Signature of the authorized signatory of the contractor / Tenderer

PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs.200 non-judicial Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

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

And

..... hereinafter referred to as “The Bidder”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s Annual Maintenance Contract of Carpentry Works at Office Premises and Quarters of NABARD at Bhubaneswar for the period from 01/01/2025 to 31/03/2026. The Principal values full compliance with all relevant laws of the land, rules, regulation and economic use of resources and of fairness /transparency in its relations with its Bidder(s).

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

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.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)

- (1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
 - a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) 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) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) 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), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process.

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

Section 6 – Equal treatment of all Bidders

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

Section 7 – Criminal charges against violating Bidders(s)

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

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Independent External Monitor (IEM) assigned for Odisha would be **Shri Sanjay Kumar Panda, IAS (Retd.) 515, Ward N.03, Sideshwar Sahi Cuttack City, Cuttack District Odisha – 753008 Email id: sanjaypandaias@gmail.com Mobile: 8527661800.**
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential. He / she reports to the Chairman, NABARD.
- (3) The Bidder(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 Subcontractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non- disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

Section 9 – Pact Duration

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

Section 10 – Other provisions

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

 (For & On behalf of the Principal)
 (Office Seal)

 (For & on behalf of the Bidder)
 (Office Seal)

Place _____
 Date _____

Witness 1: _____
 (Name &Address) _____

Witness2: _____
 (Name &Address) _____

ARTICLES OF AGREEMENT

(On Non-judicial stamp paper of ₹200/- to be borne by contractor)

AGREEMENT ANNUAL MAINTENANCE CONTRACT (AMC) OF CARPENTRY WORK AT OFFICE PREMISE AND QUARTERS OF NABARD AT BHUBANESWAR

THIS AGREEMENT is made at Bhubaneswar on this _____ day of _____ 2024

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Odisha Regional Office at Ankur 2/1, Nayapalli Civic Centre Post Box 179 Bhubaneswar 751 015, hereinafter referred to as “NABARD” (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the **ONE PART**

AND

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

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

WHEREAS

- (1) NABARD, being desirous of outsourcing the works relating to Annual Maintenance Contract of Carpentry Works at Office Premises and Quarters of NABARD at Bhubaneswar , (hereinafter collectively referred to as “the said Premises”) for the period 01 January 2025 to 31 March 2026, had, vide its letter No.dated, issued a “Notice Inviting Tender” (hereinafter referred to as “the NIT”) inviting bids for providing the said works at the said Premises. A copy of the NIT is annexed herewith as “Annexure 1” and to be read as part and parcel of this Agreement.
- (2) The Contractor had, vide its letter dated, submitted its Tender for undertaking the said works at the said Premises.
- (3) NABARD, vide its Letters of Intent No.dated had selected the Contractor for carrying out the said works at the said Premises.
- (4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

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

1. The contract shall commence from 01 January 2025 and shall continue till 31 March 2026 unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of Rs..... Lakh per annum for the said period to the Contractor for carrying out the said works in the said Premises as per the details given in Scope of Work in the tender. The rate will remain fixed throughout the entire period of

contract i.e. till 31 March 2026 and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled/semiskilled/unskilled labour, the rates will be revised as per the revision in minimum wages as announced by State/Central Govt. whose rates are adopted. NABARD will make payments only after the satisfactory completion of the periodic services on monthly / quarterly basis as indicated in the tender document.

The contractor will implement and operationalise web based / app based complaint registration system if supplied by NABARD. No payment will be made by NABARD to the contractor in this regard.

2. The contract may be extended for further period of one year after the expiry of the initial period i.e. 31 March 2026 as indicated in the tender document. NABARD shall, in that event, make a request in writing in this behalf to the Contractor one month prior to the expiry of the current contract/extended contract and upon such request, the Contractor shall provide the said works at the said Premises, on the same terms and conditions or with some addition /deletion/modification, for a further specific period, mutually agreed upon by the parties.
3. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.
4. The Contractor should make discreet inquires about the character and antecedents of the persons whom they are deploying in NABARD. The Contractor shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.
5. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by:-
 - i) List of individuals deployed ii) Bio-Data containing educational qualifications and previous experience/s, date of birth, etc. iii) Certification of verification of antecedents of persons by local Police authority. iv) Identity Cards bearing photograph.
6. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in Annexure V of the tender document. No additional payment shall be made if the contractor keeps more staff for completing the pending work or if minimum staff strength is not able to perform satisfactorily as per the contract provision. All deployed manpower shall wear Identity card/s provided by the office every day during working hours.

NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.

7. The said works at the said Premises, which will be entrusted to the Contractor from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.
8. The Contractor shall, for all intents and purposes, be the “Employer” within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him and deployed in NABARD shall remain under the overall control and supervision of the Contractor. The persons deployed by the Contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The Contractor’s personnel shall not claim any

benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

9. The Contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses including Health & Fire Licenses from Municipal Authority etc., as may be necessary or required for carrying out the said works in the said Premises in accordance with this Agreement. The Contractor shall also inform and assist NABARD in procuring any registration, permissions or approvals, which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act 1970 and the Rules and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and / or renewed from time to time throughout the currency of this Agreement.
10. All persons deployed by the Contractor in NABARD will be subjected to security check by the NABARD while entering and leaving the premises. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.
11. The Contractor shall attend to complaints relating to the said work received from the employees of the NABARD and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.
12. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.
13. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions/duties, or for payment towards any compensation.
14. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to NABARD or any person authorized by NABARD, on demand. Further, the Contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.
15. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD. It will be the responsibility of the contractor for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.
16. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, and Sweater to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as gloves, masks, etc.
17. The Contractor, wherever and whatever material is provided by NABARD, shall use it properly. Any improper use leading to wastage / pilferage shall be made good by the Contractor to NABARD.
18. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the

persons deployed by the Contractor if they sustain any injury etc., while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD.

19. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, administrative/organizational matters as all are of confidential/secret nature.
20. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.
21. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.
22. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the Officials of Odisha RO, NABARD so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
23. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.
24. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/conflict of interest/misconduct.
25. In case, the manpower deployed by the Contractor commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD, remove him/them from the said Premises.
26. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in the State of Odisha/GoI, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.
27. The Contractor, as a taxable service provider, must be registered with Central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans should be serially numbered and it should contain the Name and address of Service Provider & Service Receiver, Description of service, etc.
28. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are released before the 7th day of the following month in the presence of NABARD's representative, irrespective of receipt of payment from NABARD.

29. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.
30. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
31. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to NABARD or any other authority under law.
32. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees /agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.
33. The Contractor will have to deposit an interest free security amount of Rs.....(Rupees.....) via NEFT/RTGS for Annual Maintenance Contract of Carpentry Works at Office Premises and Quarters of NABARD at Bhubaneswar for the period from 01/01/2025 to 31/03/2026 in the account details provided in the tender, covering the period of this Agreement. In case, the Agreement is further extended beyond the initial period, the security deposit would be retained.
34. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.
35. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.
36. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.
37. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.
38. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.
39. If the services of the contractor are not found satisfactory, the contractor will be given one month notice to improve his services. If the contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the contractor firm can terminate the agreement by giving three months notice in advance. If the Contractor fails to give such three months notice in writing for termination of the agreement, then the Security Deposit will be forfeited. Notwithstanding anything contained in this Agreement, the

Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till the date of termination this agreement.

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

41. Resolution of disputes

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

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

41.3 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.

41.4 The venue of the arbitration shall be at **Bhubaneswar**.

41.5 The language of arbitration shall be English.

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

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

43. This Agreement, its Annexures and the whole tender document constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence.

The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

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

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

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

Signed, sealed and delivered
By Shri _____
DGM/ GM

Signed, sealed and delivered
by Shri _____

For & on behalf of NABARD
the Contractor

the duly authorized signatory for & on behalf of

In the presence of

In the presence of 1.....
2.....

1.....
2.....

Non-Disclosure Agreement Form

This Non-Disclosure Agreement made and entered into at this.....day of 2024.

BY AND BETWEEN

..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (hereinafter referred to as the Agency, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

National Bank for Agriculture and Rural Development, a body corporate established under an act of Parliament, viz., National Bank for Agriculture and Rural Development Act, 1981 having its Odisha Regional office at Ankur 2/1, Nayapalli Civic Centre Bhubaneswar 751 015 (hereinafter referred to as "NABARD" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

1. The Agency and NABARD are hereinafter collectively referred to as "the Parties" and individually as "the Party"
2. Receiving Party means who receives the confidential information.
3. Disclosing Party means who discloses the confidential information.

WHEREAS:

1. NABARD is engaged in banking business and floated a Request for Proposal to appoint Agency for PROVIDING THE activities/services as per scope of work in Annual Maintenance Contract of Carpentry Works at Office Premises and Quarters of NABARD at Bhubaneswar for the period from 01/01/2025 to 31/03/2026 , the scope of which is specified in NIT Ref No. NB.ODI./ 97528 /DPSP/AMC-CARPENTRY /2024-2025 dated 06/12/2024 and whereas _____ (Name of Agency) has through a tender process, bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Implementation partner some Confidential Information (as hereinafter defined), to enable the Implementation partner to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").
2. The Agency is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.
3. The Implementation partner is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.
4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the above premises and NABARD granting the Implementation Partner and or his agents, representatives to have specific access to NABARD property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

- i. “Confidential Information” means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the agency during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the agency to carry out the assignment and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential".
- ii. “Confidential Information” also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.
- iii. Information such as (i) intellectual property information (ii) technical or business information or material not covered in (i) (iii) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc. and (v) all such other information which by its nature or the circumstances of its disclosure is confidential
- iv. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- v. The Agency may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the purpose stated above.
- vi. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.
- vii. Confidential Information does not include information which:
 - a) is or subsequently becomes legally and publicly available without breach of this Agreement
 - b) was rightfully in the possession of the agency without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the

- recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient
- c) was rightfully obtained by the agency from a source other than NABARD without any obligation of confidentiality
 - d) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality
 - e) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential information shall be returned to NABARD or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.

In the event agency is legally compelled to disclose any Confidential Information, agency shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. The agency shall not disclose to third party any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the agency will apply to its own similar confidential information but in no event less than reasonable care. Notwithstanding anything to the contrary contained herein, the Agreement shall be valid for a period of three years and the obligations of this clause shall survive the expiration, cancellation or termination of this Agreement for a period of three years

2. Non-disclosure:

The Agency shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Agency who have a need to have access to and knowledge of the Confidential Information solely for the purpose authorized above. The Agency shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Agency agrees to notify NABARD immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding 'NABARD' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity, or
- b) any aspect of NABARD's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right, or
- c) Business processes and procedures, or
- d) Current and future business plans, or
- e) Personnel information, or
- f) Financial information
- g) Capital adequacy computation workings.

3. Publications:

The Agency shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of NABARD.

4. Term:

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The Agency hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed by NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Agency further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable for a period of three years from expiry. The Implementation partner agrees and undertake to treat Confidential Information as confidential for a period of three years from the expiry, cancellation or termination of the date of the Contract/Agreement.

5. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by NABARD to the Agency, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABARD.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies:

7.1. The Agency acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Agency will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, NABARD shall be entitled, in addition to other remedies for damages & relief (as listed below but not exhaustive) as may be available to it, to an injunction or equitable or similar relief prohibiting the Agency, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees):

- a) Suspension of access privileges
- b) Change of personnel assigned to the job
- c) Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.
- d) Termination of contract

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

7.4. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

9.4. For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the Agency to Bank shall be the property of the Bank and shall not be considered as confidential information to the Bank. However, such service / solutions or other deliverables shall be considered as confidential information by the Agency and shall disclose such details to any third parties without having the express written permission of the Bank.

9.5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.6. In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

9.7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.9 All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

10. Suggestions and Feedback

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

11. Governing Law:

The provisions of this Agreement shall be governed by the laws of India and the competent court at Mumbai shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

12. General:

NABARD discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of National Bank for Agriculture & Rural Development (NABARD)

| |
|---------------|
| Name : |
| Designation : |
| Place : |
| Signature |

For and on behalf of _____ Ltd.

| |
|--------------|
| Name : |
| Designation: |
| Place: |
| Signature |

IN THE PRESENCE OF

| | |
|-----------------------------|-----------------------------|
| Signature Name: Date: | Signature Name: Date: |
|-----------------------------|-----------------------------|

INDEMNITY BOND

(On Rs. 200/- Stamp Paper)

KNOW all men by these presents that I, Shri of
M/sdo hereby execute Indemnity Bond in favour of
National Bank for Agriculture and Rural Development (NABARD), having their Registered Office
at C-24, G Block, Bandra-Kurla Complex, Bandra (E) Mumbai-400051 and Regional Office
at Ankur 2/1, Nayapalli Civic Centre Bhubaneswar 751015 and
M/s..... having their office at
on this day of2024.

WHEREAS NABARD have appointed M/s.....as the Contractor for
their proposed service work relating to "Annual Maintenance Contract of Carpentry Works at
Office Premises and Quarters of NABARD at Bhubaneswar for the period from 01/01/2025 to
31/03/2026".

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/s.....hereby do Indemnify, and same harmless NABARD
against and from

- a) Any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,
- b) Any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
- c) Any claim by an employee or contract labour of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.
- d) Any act or omission of mine/ours or sub-contractor/s if any, our/their servants or agents which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/s.....has set his/their hands on this
.....day of..... 2024.

SIGNED AND DELIVERED BY THE AFORESAID M/s..... IN THE PRESENCE
OF WITNESS:

(1)

(2)

Seal and Signature of the authorized signatory of the contractor / Tenderer

Letter of Authorization to Bid

(LETTER TO THE BANK ON THE COMPANY’S / FIRM’S LETTER HEAD)

Ref No:

Date: ---/---/2024

To
The Chief General Manager
Odisha Regional Office
Ankur 2/1, Nayapalli
Civic Centre, Bhubaneswar 751 015.

Dear Sir,

Subject: Authorization Letter for submitting the tender/ bid documents

Ref: Tender no/name.....

This has reference to your above tender/bid for providing Annual Maintenance Contract of Carpentry Works at Office Premises and Quarters of NABARD at Bhubaneswar for the period from 01/01/2025 to 31/03/2026 Ref. No. NB.ODI. / 97528 /DPSP/AMC-CARPENTRY/2024-25 dated 06 December 2024. Mr/Mrs/Miss-----is hereby authorized to participate in signing the tender documents, in opening (Technical and financial bids) and to sign the contract on behalf of our organization required by the bank for this tender.

We confirm that all the prices quoted in tender by him/her shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till tender process is completed. Certified Xerox copy of Power of Attorney (P/A) of the person authorising such person is duly submitted, if applicable.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered against this tender/bid.

The specimen signature is attested below:

Specimen Signature of Representative

Thanking you.

Yours faithfully,

Signature of Authorizing Authority

Name of Authorizing Authority

(Certified Xerox copy of P/A of authorised Signatory/authority is to be submitted, if applicable)

Note: This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.

II - PRICE BID

PRICE BID SCHEDULE OF QUANTITIES

A. Manpower for Carpentry work at NABARD Office and Officers & Staff Quarters

| | Particulars | Remarks | Rates / % age | Amount per month (Rs.) |
|----------|---|--|---------------|------------------------|
| a | Carpenter (Skilled) | | | |
| | Basic Wages plus VDA | For 26 days (as per latest Central govt. minimum wages) | 868 | 22568.00 |
| | EPF, EDLI & Admin Charges | % of (i) (max. limit of basic wage & VDA is Rs.15000pm) | 13% | 1,950.00 |
| | ESIC | % of (i)(max. limit of basic wage & VDA is Rs.21000.00 pm) | 3.25% | 0.00 |
| | Sub Total | | | 24,518.00 |
| | Total for 1 Carpenter – Skilled | | | 24,518.00 |
| b | Carpenter cum Helper (Semi Skilled) | | | |
| | Basic Wages plus VDA | For 26 days (as per latest Central govt. minimum wages) | 739 | 19214.00 |
| | EPF, EDLI & Admin Charges | % of (i) (max. limit of basic wage & VDA is Rs.15000pm) | 13% | 1,950.00 |
| | ESIC | % of (i)(max. limit of basic wage & VDA is Rs.21000.00 pm) | 3.25% | 625.00 |
| | Sub Total | | | 21,789.00 |
| | Total for 1 Carpenter cum helper-SemiSkilled | | | 21,789.00 |

| | | |
|--|---------|------------------|
| Total Wages for 02 Manpower (1 Skilled and 1 Semiskilled) | ----- | 46,307.00 |
| Service charge to be quoted (In percentage & Amount) (The Service charge should be from 3.85% to 7%) | _____ % | |
| Total cost for CARPENTRY WORK Manpower | | |

B. Consolidated Cost for 01 month

| S. No. | Item of Work | Rate / percentage | Wages month per |
|---------------------------|----------------------------------|-------------------|-----------------|
| Supply of Manpower | | | |
| | CARPENTRY WORK | | |
| I | Total Manpower Cost | | |
| II | Base Amount for one month | | |
| III | GST @18% | | |
| IV | Total for One Month | | |
| V | Grand Total for 15 months | | |

- GST as applicable will be paid extra.
- Wages indicated above are as per the Central Government minimum wages and are only indicative. The minimum wages quoted by the bidder must cover Central Government wage as indicated by Central Labor Commission or State Government of Odisha, whichever is higher.
- Rates quoted would be applicable for the entire period. However, revision in rates would be considered only if the minimum wages & taxes are revised.
- *Minimum percentage: 3.85% (Bids quoted less than 3.85% will be rejected)
- The Service Charges quoted above should include premium towards insurance cover for the workers employed, premium towards third-party insurance cover, other incidental administrative costs like provision of uniforms to workers, Overhead Profits, TDS deductions, management and supervisory charges including Contractor's Profit, materials required on monthly basis wherever the tender requires the contractor to bear the cost of materials, tools and equipment as per requirement, uniform for labourers, other overheads, etc. Contractors are advised to quote service charges after due diligence which should be reasonable and workable. These costs (or percentage) are to be solely decided by bidder for the purpose of this quotation.
- If a bidder quotes impracticably low service charges i.e. less than 3.85%, the bid shall be treated unresponsive and will not be considered for further evaluation and will be disqualified. If a bidder quotes impracticably high service charges i.e. more than to 7 % the bid shall be treated unresponsive and will not be considered for further evaluation and will be disqualified. Service charges should be written in % and in figures
- In case of multiple L1 bidders, the final selection of bidder is done by GeM through system logic.
- VDA=Variable Dearness Allowance, ESI= Employee State Insurance, EPF= Employee Provident Fund, EDLI= Employee Deposit Linked Insurance Scheme.

Place:

Date:

Name:

Address:

Seal and Signature of the tenderer/bidder with stamp