NOTICE INVITING TENDER

M/s.

Dear Sir

Re-Tendering for Annual Maintenance Contract for Housekeeping works at 3 premises of NABARD Chennai – 2020-2022

National Bank for Agriculture and Rural Development (NABARD) invites sealed offers/ tenders in three parts from all eligible bidders for Housekeeping at 3 premises of NABARD at Chennai as per the terms and conditions contained in the Request For Proposal (RFP)/ Tender. The Bidding Document may be obtained from NABARD’s office located at No. 48, Uthamar Gandhi Road, Nungambakkam, Chennai-34 on a non-refundable payment of Rs.500 by way of demand draft in favour of NABARD payable at Chennai or downloaded from https://www.nabard.org/ free of cost. The other details are given below:

<table>
<thead>
<tr>
<th>Date of commencement of issue of Tender</th>
<th>26/03/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of RFP document (non-refundable)</td>
<td>Rs.500/- (Document is available for download from <a href="https://www.nabard.org/free">https://www.nabard.org/free</a> of cost) (The tender cost is to be send through online transfer 2 days before the last date for submission of the tender to the account number given in “General Instruction to the Vendor”)</td>
</tr>
<tr>
<td>Earnest Money Deposit (EMD) (Bid Security)</td>
<td>Rs.18000/- (The EMD is to be send through online transfer 2 days before the last date for submission of the tender to the account number given in “General Instruction to the Vendor”)</td>
</tr>
<tr>
<td>Last date for receipt of RFP queries</td>
<td>14:30 hrs on 24/03/2020 at NABARD Office, No. 48, Uthamar Gandhi Road, Nungambakkam, Chennai-34</td>
</tr>
<tr>
<td>Last date and time for receipt of Bids</td>
<td>14:30 hrs on 26/03/2020 at NABARD Office, No. 48, Uthamar Gandhi Road, Nungambakkam, Chennai-34</td>
</tr>
</tbody>
</table>

National Bank for Agriculture and Rural Development

48, Mahatma Gandhi Road, Post Box No.6074, Nungambakkam, Chennai-600034. • Tel.: +91 44 28304444 • Fax: +91 44 28275732 • E-mail: chennai@nabard.org

Tamil Nadu Regional Office

48, Mahatma Gandhi Road, Post Box No.6074, Nungambakkam, Chennai-600034. • Tel.: +91 44 28304444 • Fax: +91 44 28275732 • E-mail: chennai@nabard.org

www.nabard.org Taking Rural India >> Forward
Date and time of opening of technical bid | 15:30 hrs on **26/03/2020** at NABARD Office, No. 48, Uthamar Gandhi Road, Nungambakkam, Chennai-34
---|---
Opening of Price BID | The Price BID will be opened on a date and time, that will be pre informed to the selected contractor’s/ vendors/ agencies after scrutiny of the technical bid.
Place of receiving and opening of tenders | NABARD Office, No. 48, Uthamar Gandhi Road, Nungambakkam, Chennai-34
| Tele: 044-2830 4435
| Email: chennai@nabard.org
No.of envelopes (non-window, sealed) to be submitted | Three (3) Envelopes
| a) **Sealed envelope 01** - Pre Contract Integrity Pact.(page 16-21)
| b) **Sealed envelope 02** - containing technical bid+ (EMD and cost of RFP cost is to be send through online transfer, 2 days before, the last date for submission of the tender i.e on or before 24/03/2020, to the account number given in general instruction to the vendor. The documentary proof Like UTR details, indicating the payment of EMD to NABARD account should be enclosed) (MSME/NSIC certificate copy in separate cover) (page’01 to 15)
| c) **Sealed envelope 3** containing Price bid page 22&23 (The date of opening of the price bid will be indicated after the scrutiny of the technical bid)
Both the envelopes to be placed in one common outer sealed envelope

NABARD reserves the right to change the dates mentioned in the Tender which will be displayed, as corrigendum/amendment, at the above websites on which bidding documents are available.

Please note that all the information desired, needs to be provided by the bidder in the formats specified by NABARD. The bidder shall bear all the costs associated with the preparation and submission of the bid and NABARD will, in no case, be responsible or liable for such costs, regardless of the conduct or outcome of tendering process.

The **Pre Contract Integrity Pact** (page 15-20) should be signed and submitted mandatorily as **envelope 01**, the tender of the vendor who have not signed and submitted the Pre Contract Integrity Pact in envelope -01 will not be taken in to consideration for the bidding.

Earnest Money Deposit (EMD) **is to be send through online transfer, 2 days before the last date for submission of the tender i.e on or before 24/03/2020, to the account number given in “General Instruction to the vendor”**. Tender for which the EMD amount has not been received in our bank account, will not be accepted.
manpower for housekeeping and are exempted from EMD payment. This certificate has to be placed in a separate cover and submitted along with the envelope No-02.

The UTR details of EMD deposited in our bank account or certificate issued by MSME/NSIC should be enclosed in envelope No-02. If either of these requirements are not met, then the tender is liable for rejection.

Technical specifications, terms and conditions, scope of work, various formats and proforma for submitting the tender offer are described in the tender document and its enclosures/annexures.

Tender offer will be opened in the presence of the bidders or their representatives who choose to attend the opening of tender on the above mentioned date, time and place.

Yours faithfully,

Sreepathy Kalkura S
Deputy General Manager
I- **General Instruction to the Tenderer**

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

2. The envelope containing the Tender document complete in all respects, duly signed by the tenderer and sealed as necessary, should be dropped in the Tender Box kept in the Ground floor **before 14.30 hours on 26/03/2020.**

3. Earnest Money Deposit is to be send through **online transfer, 2 days** before the last date for submission of the tender i.e **on or before 24/03/2020**, to the account number given below. Tender for which the EMD amount has not been received in our bank account as indicated above, the tender will not be accepted by NABARD. The Contractor quoting for the Annual Maintenance Contract will have to remit an amount of Rs.18,000/- (Rupees Ten thousand only) as Security Deposit/EMD to NABARD. This amount shall be retained by NABARD as Retention Money Deposit (RMD) till expiry of the Contract and will not carry any interest. The amount is to be remitted to the following account number.

<table>
<thead>
<tr>
<th>Name of the Account</th>
<th>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Name</td>
<td>NABARD</td>
</tr>
<tr>
<td>Branch Name</td>
<td>HEAD OFFICE , MUMBAI</td>
</tr>
<tr>
<td>IFS code</td>
<td>NBRD0000002</td>
</tr>
<tr>
<td>Account Number</td>
<td>NABADMN21</td>
</tr>
</tbody>
</table>

4. In case any agency/vendor has MSME/NSIC exemption from payment of EMD, the agency should mandatorily submit the certificate issued by MSME/NSIC permitting them to supply manpower for housekeeping and are exempted from EMD payment. This certificate has to be placed in a separate cover and submitted along with the envelope No-02.

5. NABARD reserves the right to accept or reject any tender, either in whole or in part without assigning any reasons for doing so and is not bound to accept the lowest or any Quotation.

6. Tenders containing tenderer’s own conditions are liable to be rejected.

7. Scope of work are as indicated in the II
8. Terms & Conditions are indicated in III.

9. General Specification as indicated in IV

10. Instructions for filling the Price bid- V

11. Format Of Agreement To Be Signed- VI

12. Pre Contract Integrity Pact- VII

13. NABARD reserves the right to divide and distribute the work to more than one Contractor at its sole discretion. The tenderers are advised to ensure strict observance of commercial aspect of this Tender and also the following points:

   (a) The Contract will be awarded to the agency only if the performance of the agency is found to be satisfactory during the initial three months.

   (b) The Contract period will be for a period of 24 months, from 01 April 2020 to 31 March 2022.

   (c) Validity of offer should be 90 days from the last date for receipt of quotation.

14. The rates may be quoted in the Price BID Annexure I & II, The Price BID will be opened on a date that will be informed to the selected contractors/vendors/agencies after scrutiny of the technical bid.

15. The address of the premises where the AMC is to be carried out are

<table>
<thead>
<tr>
<th>SI No</th>
<th>Details</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Officers’ Quarters –I</td>
<td>NABARD Officer Quarters , No 8 Cenotaph Road, Teynampet</td>
</tr>
<tr>
<td>2</td>
<td>Officers’ Quarters –II</td>
<td>NABARD Officers Quarters, No 73, Bazullah Road , T Nagar</td>
</tr>
<tr>
<td>3</td>
<td>Staff Quarters</td>
<td>NABARD Staff Quarters, No 70 South Boag Road</td>
</tr>
</tbody>
</table>

Signature of the authorized signatory of the contractor / Tenderer
II- **Scope of work for housekeeping services**

(1) Clearing and cleaning of litter bins and segregating dry and wet waste – **daily basis**

(2) Sweeping of all staircases including the fire exit on **daily basis**.

(3) Mopping/wet-cleaning/scrubbing of the staircase on - **weekly basis**.

(4) Cleaning of roof terrace and terrace once a **fortnight**

(5) Sweeping of open area surrounding the in the respective staff quarters- **daily basis**.

(6) Clearing of garbage accumulated on **daily basis**.

(7) Removal of cobwebs (outside/inside) **monthly**.

(8) Sweeping and washing the two wheeler parking space, staircase etc - **once a month**

(9) Any other related works, as and when instructed.

(10) Bi- Monthly cleaning of vacant flats

(11) Monthly cleaning of motor rooms

Signature of the authorized signatory of the contractor / Tenderer
III- **General Terms and conditions**

1) The technical bid should mandatorily contain the following document, in case of non-submission of any of the documents listed below, the tender is likely to be rejected.

   - The agency should have the **ESI and PF membership** for its employees, the copy of the same is to be attached while submitting the tender.
   - The agency should have executed similar Contract with PSU/Central Govt. Dept. during the last three years and should submit list of its clients along with at least **two work orders copies**.
   - Copy of the **income tax returns statement** for the previous three financial years i.e 2018-19, 2017-18, 2016-17 should be enclosed with tender.
   - Sufficient manpower shall be provided by the Contractor to ensure that the items of works indicated in the scope of work are attended to and executed to the satisfaction of NABARD. The **list of manpower** available should be provided along with the tender.

2) Supervisor should be appointed to ensure effective and proper work.

3) The deployment of manpower may be flexible and can be changed as per the directions of NABARD.

4) In case of absentees of the labour, substitute labour may be provided to carry out the work.

5) The rate quoted for the said contract shall include the cost of manpower (including supervisor), cost of equipment/machinery need by the agency to execute the job.

6) The services shall be provided from Monday to Sunday for the 3 quarters. Weekly off may be provided appropriately without hindering the routine works.

7) In case of requirement and in emergencies, the services should be provided on Holidays on payment basis.

8) **Payments**

   - The payment for deployment of manpower for up-keeping of the premise will be made on monthly basis and on submission of the bills for the same. The bill shall be certified by the Asstt Caretaker/ Caretaker and Protocol and Security Officer of our NABARD

   - Bill shall be submitted by the Contractor in the first week of every month for the work carried out during the previous month. **The bills should be mandatorily accompanied with the documents indicating payment of wages to the manpower employed, ESI & PF.**
- The payment will be settled proportionately by calculating the number of days of absence.

9) The Contract shall be valid for a period of two years i.e from 01.04.2020 to 31.03.2022. However, NABARD reserves the right to terminate the services of the agency by giving one month notice if the services are found to be unsatisfactory.

10) The rates quoted should include removal of garbage out of premises on a daily basis.

11) NABARD also reserves the right/option to extend the validity of this Contract for a further period of 01 year at the same rate, terms and conditions after completion of the two year Contract.

12) Forfeiture clause in case of negligence/dereliction of duty by Contractor’s staff.

13) Appropriate Tax and other statutory requirements will be deducted from the bills at prevailing rates.

14) CAR 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 to NABARD within 15 days of the work order.

15) The Contractor may ensure that minimum wages as stipulated by Ministry of Labour, Govt. of India and all other statutory payments thereof. The proof for such payments/certificates shall be produced by the Contractor along with the monthly bills.

16) The Contractor shall remove from work any worker who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of the officer-in-charge/security officer.

17) Every person engaged by the Contractor for works in NABARD’s premises shall be deemed to be Contractor’s employees and no such employees shall have any right to or claim against NABARD.

18) In case of strike resorted to by the employees of the Contractors, NABARD reserves the right to employ other Contractor’s workers, without any notice, for carrying out the maintenance work. In such cases, either the actual cost of such laborers or whole day basis shall be deducted from the Contractor’s bills or recovery will be made on the basis of actual amount paid to the other Contractor plus the applicable service charge.

19) Attendance Record: 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.

20) The contractor will attend to the regular complaints of the occupants and the work executed shall be to the satisfaction of the occupants and NABARD.
21) If the services is not attended on the same day/ next day a pro-rata recovery will be effected. In addition to that any expenditure incurred by NABARD for rectifying such defects will also be recovered from the contract amount.

22) NABARD reserves the right to recover from the bill of the contractor security deposit for any default / improper maintenance work in time which will be carried out through other agency at the cost and risk, if considered so by NABARD, which shall be binding upon the Contractor at all time.

23) **Breach of Terms and Conditions**— For any breach of the aforesaid terms and conditions, or unsatisfactory work, National NABARD (NABARD) shall be at liberty to terminate the Contract summarily with one month notice in the event of which the Contractor shall not be entitled for any compensation whatsoever

Signature of the authorized signatory of the contractor / Tenderer
IV General Specification

1) The agency has to employ a minimum of 7 Nos unskilled manpower on daily basis in three quarters and additional labor may be deployed based on the requirement at no extra cost.

2) The duty hours will be from 8:00am to 04:00 pm. The break-up of the timing in each quarters is as below

<table>
<thead>
<tr>
<th>Location</th>
<th>Total flats in the premises</th>
<th>Timing per Day</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>NABARD Officers Quarters -Cenotaph Road – Minimum 2Nos manpower</td>
<td>32 Nos</td>
<td>Monday – Sunday 08:00 to 04:00</td>
<td>Daily Basis</td>
</tr>
<tr>
<td>NABARD Officers Quarters -Bazullah Road - Minimum 3Nos manpower</td>
<td>61Nos</td>
<td>Monday – Sunday 08:00 to 04:00</td>
<td>Daily Basis</td>
</tr>
<tr>
<td>NABARD Staff Quarters – South Boag Road- Minimum 2Nos manpower</td>
<td>57Nos</td>
<td>Monday – Sunday 08:00 to 04:00</td>
<td>Daily Basis</td>
</tr>
</tbody>
</table>

3) The rate is to be quoted minimum 7Nos unskilled labor considering the numbers indicated for each of the aforesaid quarters for providing regular maintenance works.

4) In case of emergency requirement contractor has to make the manpower available immediately and the cost for the same will be settle by deriving the per manpower rate from the quoted rate as per the nature of work that is to be executed and after analyzing the number of manpower utilized.

5) The labors should be available as and when required by NABARD

6) The labors shall make all efforts to try to keep the premises in top standards.

7) The contractor shall ensure that only branded materials is used for maintenance work. In case of replacement the purchase of the material supplied by NABARD or present in the quarters, the same can be done by the contractor shall be done, only after taking approval from NABARD.

8) The contractor shall make his own arrangement for tools and ladder etc. for executing the work
9) After the completion of work the contractor shall ensure the removal of debris out of the premises to safe municipal corporation limit, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the concerned officer, bill will not be settled. The cost for the same will be borne by the contractor.

10) This contract is for the works to be carried out at our quarters premises from inside and outside for all floors / height. NABARD reserves the right to increase/ decrease in manpower supply from the agency. The cost of scaffolding or any other necessary equipment’s for completing the work will be allowed based on the nature of work.

11) The aforesaid timing is tentative however, the labour has to attend the work at different sites as per the instructions of NABARD as and when required.

Signature of the authorized signatory of the contractor / Tenderer
V - 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 on site as per minimum wages as notified by Labour Commissioner from time to time. The minimum wages must cover Central Government wages as indicated by Central Labor Commission.
   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.
   c. Cost of equipment/machinery, if required
   d. Allowance for maintenance of two sets of uniform, gloves, broom, mops, mask etc
   e. Charges, if any, towards safe disposal of waste from NABARD premises in safe municipal dump
   f. Incidental expenses and all overheads and profits

2. The contractor should furnish Rate Analysis, along with the price-bid, for the rates quoted by him/her in this tender as per the format given in Annexure-2 for rates quoted under Sl.No.1 under Schedule of Quantities.

Rates shall have to be quoted in both words and figures

Signature of the authorized signatory of the contractor / Tenderer
VI- FORMAT OF AGREEMENT TO BE SIGNED

FORM OF AGREEMENT
(On Rs 200/- Stamp paper)

This agreement made on ...........the day of the .............month in the year .............BETWEEN, National Bank for Agriculture and Rural Development (or NABARD) having its Head Office at, Plot No C-24, 'G' Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 and its Chennai Regional Office at 48, Mahatma Gandhi Road, Post Box No.6074, Nungambakkam, Chennai-600034 (hereinafter referred to as the Employer / NABARD) on the ONE PART; and *Shri ________________
S/D/O____________resident of____________________________the sole
Proprietor (hereinafter called the Tenderer which terms shall also be called the Supplier or the Contractor of M/S __________________having office at the following address..........................................................
*M/S ........................................................................................................................
the partnership firm having an administrative / principal office at represented its
Managing / duly authorised partner OTHER PART.

OR

* M/S ............................................................company / body
having its registered office at the following address
.................................................................................................................................duly represented at.......................................duly represented by its constituted and authorised
Managing Director, Shri..........................................................and (hereinafter called the Tenderer which terms shall also be called the Supplier or the Contractor) on the
OTHER PART.

NOW THEREFORE THIS AGREEMENT AGREE THAT

1) Tender documents containing following listed heads and annexures with the rates entered therein, shall be read and stamped forming part of this agreement and the parties hereto shall positively abide by and submit themselves to the conditions and specifications and perform the agreements on their part respectively in conditions contained.

2) We agree to executed with due diligence during the said contract period from ..........2021- 31st March 2022

I) General instruction to the tenderer
II) Scope of work
III) Terms & Conditions
IV) General Specification
V) Instructions for filling the Price bid
VI) Price BID – Annexure I & II
3) The said Conditions and the Annexure thereto shall be read and construed as forming part of this agreement and the parties hereto respectfully abide by, submit themselves to the said condition and perform the agreements on their part respectively contained in said conditions.

4) All payments by the Employer under this contract will be made by e-payment only.

5) All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at CHENNAI and only court at CHENNAI shall have jurisdiction to determine the same.

6) This agreement shall be signed in duplicate; the original document shall be kept in the custody of the Employer and the duplicate with Contractor. Stamp duty shall be borne by the Contractor.

7) I/ We agree to pay all Government (Central and State) Taxes such as GST, Excise Duty, Octroi, service tax etc. and other taxes prevailing from time to time and the rates quoted by me/us are inclusive of the same. I/ We agree that NABARD may deduct the applicable tax that prevail from time to time from our bills.

IN WITNESS WHEREOF the Employer has set its hand hereunto through its duly authorized official and the contractor has caused these presents under its common seal/by its duly authorized representative at the place and on the date and year first hereinabove written.

As witness our hands are affixed this day of 2020.

Signed and sealed by the said Employer in the presence of

...................................................
Witness No. 1 ......
Witness No. 2 ......
Signed and Sealed by the said
...................................................
Contractor in the presence of
Witness No. 1 ...........
Witness No. 2 .....
ANNEXURE C

INDEMNITY BOND
(On Rs. 100/- Stamp Paper)

KNOW all men by these presents that I, Shri................................. of M/s ....................................................... ......................................do 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 No. 48, Nungambakkam High Road, Chennai – 600034 and M/s.................................................................having their office at ........................................................................ on this ............. day of........................ 2020.

WHEREAS NABARD have appointed M/s..................................................as the Contractor for their proposed work relating to "Quotations for Annual Maintenance Contract for Housekeeping services at 3 premises of NABARD Chennai – 2020-2022"

THIS DEED WITNESSETH AS FOLLOWS:-

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

1. 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,
2. 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.
3. any claim by an employee 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.
4. Any act or omission of mine/ours of 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 ............... 2020.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS:
(1) ............................................
(2) ............................................

Signature of the authorized signatory of the contractor / Tenderer
VII- Pre Contract Integrity Pact

INTEGRITY PACT

Between

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

And

…………………………… hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ……………………………. The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

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)/Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process.
Section 4 – Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor

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

(Name & Address of the Monitor)

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

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

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

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

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or
reported it to the Chief Vigilance Officer, the Monitor may also transmit this
information directly to the Central Vigilance Commissioner.

(9) The word ‘Monitor’ would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor
12 months after the last payment under the contract, and for all other Bidders 6
months after the contract has been awarded. Any violation of the same would entail
disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue
to be valid despite the lapse of this pact as specified above, unless it is
discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is
the Head Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in
writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed
by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the
remainder of this agreement remains valid. In this case, the parties will strive to
come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if
any, the Clause in the Integrity Pact will prevail.

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

(Office Seal)  (Office Seal)

Place __________________________
Date __________________________
Independent Monitors
Name: Shri Pramod Kumar Sangewar, IRSS (Retd.)
Address: H. No. 12-5-65/1, Flat No. 1st Sri Harsha Sethuram Unique Vijayapuri Colony, South Lalaguda Secunderabad 500017 Telangana State

Signature of the authorized signatory of the contractor / Tenderer
Price BID
Annexure I

Quotations for Annual Maintenance Contract for Housekeeping services at 3 premises of NABARD Chennai – 2020-2022

<table>
<thead>
<tr>
<th>Description of work</th>
<th>Location</th>
<th>Manpower Required A</th>
<th>Unit Rate (per Month) B</th>
<th>Total Amount Per month AXB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Maintenance Contract for House Keeping in Three Quarters</td>
<td>NABARD Officers Quarters -Cenotaph Road (2Nos)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NABARD Officers Quarters -Bazullah Road (3Nos)</td>
<td>7 Nos</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NABARD Staff Quarters – South Boag Road (2Nos)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*GST (as applicable from time to time) will be paid extra on the rates quoted as above.

Total Amount quoted in Figures:

Total Amount quoted in Words:

Place:

Date:
Name, address

Signature of the authorized signatory of the contractor / Tenderer
## ANNEXURE II

**Detailed Calculation (For 01 person for 08 hours of shift per day for one month)**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details</th>
<th>Unskilled worker</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Total Wages for a month inclusive of special allowance.</td>
<td></td>
</tr>
<tr>
<td>ii.</td>
<td>ESI (……..% of (i))</td>
<td></td>
</tr>
<tr>
<td>iii.</td>
<td>PF (……..% of (i))</td>
<td></td>
</tr>
<tr>
<td>iv.</td>
<td>Others</td>
<td></td>
</tr>
<tr>
<td>v.</td>
<td><strong>Subtotal (A)</strong></td>
<td></td>
</tr>
<tr>
<td>vi.</td>
<td>Service charges/Contractor’s profit and other overheads (……..% of (v))</td>
<td></td>
</tr>
<tr>
<td>vii.</td>
<td><strong>Subtotal (B)</strong></td>
<td></td>
</tr>
<tr>
<td>viii.</td>
<td><strong>GRAND TOTAL (A+B)</strong></td>
<td></td>
</tr>
</tbody>
</table>

Place:
Date:
Name, address and seal of the contractor

**Declaration:**
The above charges shall conform to Minimum Wages Act, 1948 for 8 hours duty in a day and six days in a week. The rates will be revised as per minimum wages prescribed by the Labour Commissioner under Minimum Wages Act, 1948 from time to time, on the basis of the details provided in Annexure-1

Signature of the authorized signatory of the contractor / Tenderer