Annual Maintenance Contract for Total Facility Management and Housekeeping Services of NABARD Karnataka Regional Office premises at NABARD Tower, 46 K G Road, Bangalore 560009 for the financial years 2021-22 & 2022-23.

PART I (TECHNICAL BID)

To be submitted online through e-procurement portal of NABARD (https://eprocure.gov.in.)

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<th>Tender Ref. No.</th>
<th>NB.KA RO/ DPSP/ / AMC/2020-21</th>
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<td>Date of commencement of issue of Tender through <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>.</td>
<td>10:00 hrs on 19.02.2021</td>
</tr>
<tr>
<td>Date of Pre-bid meeting</td>
<td>15:00 hrs on 02.03.2021</td>
</tr>
<tr>
<td><strong>Due date and time for submission of e-Tender</strong></td>
<td><strong>14:00 hrs on 15.03.2021</strong></td>
</tr>
<tr>
<td>Date and time of opening of the e-tender (Technical Bid)</td>
<td>15:30 hrs on 15.03.2021</td>
</tr>
<tr>
<td>Date and time of opening of the financial bid</td>
<td>Shall be communicated to the technically qualified bidders later.</td>
</tr>
</tbody>
</table>

(This document contains 30 pages including the Title page and Table of Contents)

Name of the Bidder

Address

**Note: Any bid with incomplete information will be rejected**

Signature and stamp of the Bidder or Authorized Signatory
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<th>PARTICULARS</th>
<th>PAGE NO.</th>
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FORM OF TENDER

To

Shri. Niraj Kumar Verma
Chief General Manager
NABARD Karnataka Regional Office,
NABARD Tower, 46, Kempe Gowda Road,
Bengaluru – 560009

Dear Sir,

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Annual Maintenance Contract for Total Facility Management and Housekeeping Services of NABARD Karnataka Regional Office premises at NABARD Tower, 46 KG Road, Bangalore 560009 for the financial years 2021-22 &amp; 2022-23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earnest Money Deposit (interest free)</td>
<td>EMD of Rs. 50,000/- (Rupees Fifty Thousand only) through online fund transfer only. Tenders without EMD are liable to rejection.</td>
</tr>
<tr>
<td>Validity of tender</td>
<td>90 days from date of opening</td>
</tr>
<tr>
<td>Mode of submitting The tenders</td>
<td>E-tender to be submitted online through <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>.</td>
</tr>
<tr>
<td>Pre-bid meeting</td>
<td>3.00 pm on 02 March 2021</td>
</tr>
<tr>
<td>Time up to which e-tenders can be submitted online</td>
<td>2.00 pm on 15 March 2021</td>
</tr>
<tr>
<td>Time of opening of Technical Bid</td>
<td>3.30 pm on 15 March 2021</td>
</tr>
</tbody>
</table>

2. Having examined the specifications and schedule of quantities relating to the work/s specified in the memorandum hereinafter set out and having visited and examined the site of the work/s specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the work/s specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for and in all other respects in accordance with such conditions so far as they may be applicable.
3. Should this tender be accepted, I/We hereby agree to abide by the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof the Earnest Money Deposit may be forfeited.

4. Details of the Firm/ Company/ Individual

i. Name of our firm / Company / Individual ________________________________

ii. Address of our firm / Company/ Individual

____________________________________________________________________
____________________________________________________________________

iii. Telephone No.: ____________, Mobile No. ________________

iv. E-mail address ______________________________

v. a) Bank a/c no. is _____________ with ________________ Bank.

b) Type of account: Current A/c OR Saving A/c (please tick)

c) IFSC Code of bank branch: _______________________ (For receiving payments against bills of works)

(ii) Address of bank branch: ________________________________

5. The names of partners of our firm are (if applicable):

(i) ___________________________

(ii) ___________________________

Name of the partner of the firm authorised to sign ___________________ (Specimen Signatures)

tender / agreement

__________________________________________

OR
Names of person having Power of Attorney to sign the contract.  (Specimen Signatures)
(Certified true copy of the Power of Attorney should be attached)

Yours faithfully

Signature of Contractor/Authorised person

(Signature and addresses of witnesses)

(1)

(2)
A. PRE-QUALIFICATION CRITERIA and Supporting Documents

i. The intending firm/contractor shall enter into Integrity Pact with NABARD as per the format given in Annexure A of this tender document in Rs. 100/- non-judicial stamp paper.

ii. The firm/contractor should have experience of similar AMC works during the last 07 years. The date of registering of the firm/contractor, work orders etc may be submitted in this respect.

iii. The estimated cost of the AMC for one year is Rs. 70.00 lakh. The annual turnover of the firm/contractor during each of the last 3 years (ending 31.03.2020) should be at least 30% of the estimated cost of tender ie 21.00 lakh. The Audited balance sheets or registered Chartered Accountant statement of accounts may be submitted in this respect.

iv. The firm/contractor should have done at least:
   I. Three similar works whose individual values not less than 40% of the estimated cost ie 28.00 lakh
      OR
   II. Two similar works whose individual values not less than 50% of the estimated cost ie 35.00 lakh
      OR
   III. One similar work whose individual value not less than 80% of the estimated cost ie 56.00 lakh

   The work orders and work completion certificates issued by the client institutions may be submitted in this respect.

v. The tenderers should have applicable Tax registrations (GST, PAN).

vi. Tenderers should have a current / savings bank account with a scheduled commercial bank.

vii. NABARD reserves the right to verify any or all the documents furnished by the Tenderers with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof.

viii. Intending applicants are required to furnish details about their firm/organization, experience, competence etc as per the Performa (Basic Information) given below. Failing which shall lead to cancellation of application of Tenderer.

ix. While deciding upon the selection of Tenderers, emphasis will be given on the ability and competence to do good quality work in accordance with the specifications and within the time schedule.

x. The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.

xi. If the space in the application form is insufficient for furnishing full details, such information
may be supplemented on a separate sheet of paper duly signed.

xii Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies. Any agency blacklisted /debarred by NABARD will be ineligible to participate in the tendering process.
**BASIC INFORMATION**

<table>
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<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the firm/contractor</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Type of Organisation- Whether Proprietorship, Partnership, Private Limited company etc. (Please enclose related documents)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Name of the Proprietor/Partners/Directors in the organisation</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Experience in the respective field of work Please enclose documents in support</td>
<td>- Years</td>
</tr>
<tr>
<td>6</td>
<td>Name and address of the Bank/Bankers.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Yearly turnover of the organization for the last 3 years ending 31st March 2020 (Attach a separate neatly typed sheet on letter head of chartered accountant or enclosed copies of audited balance sheets &amp; profit &amp; loss for the previous three financial years.)</td>
<td>Year 2017-18</td>
</tr>
<tr>
<td></td>
<td>2018-19</td>
<td>2019-20</td>
</tr>
<tr>
<td>---</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td><strong>8</strong></td>
<td>a) Registered Office address and Telephone number</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Office address through which the work will be handled in Bengaluru.</td>
<td></td>
</tr>
<tr>
<td><strong>9</strong></td>
<td>Whether working with any of the Govt./Semi Govt. Undertaking/s as approved contractors and if so, furnish details</td>
<td></td>
</tr>
</tbody>
</table>

Signature of the applicant
( with seal )
List of Documents to be submitted

1. Registration Certificate of Company
2. TIN
3. PAN card issued by the Income Tax Department with a copy of Income Tax Return of the last financial year
4. GST Registration
5. Provident Fund Registration number
6. ESI Registration number
7. Licence under Contract Labour Regulation and Abolition Act, 1970. One self-attested proof of Authorised person of the firm/agency with name, designation and address and office telephone numbers. If bidder is a partnership firm, name, designation, address and office telephone number of Directors/Partners also.
8. Copy Balance Sheet and Profit and Loss Account for the last three years duly certified by a Chartered Accountant.
9. Performance certificates from the Previous and current employers
10. A copy of Company profile
GENERAL INSTRUCTIONS TO THE CONTRACTORS/ TENDERERS AND GENERAL CONDITIONS

1. PROCEDURE FOR FILLING AND SUBMISSION OF TENDER:
   i. Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login NABARD’s eProcurement portal (https://nabard.eproc.in/).
   
   ii. Tenderers are requested to submit their bids through e-tendering (e-bid) mode by login e-Procurement portal of NABARD (https://nabard.eproc.in/) for the aforesaid Tender as per detailed technical specifications and other requirements as mentioned more specifically elsewhere in this e-tender document.
   
   iii. For this purpose, tenderers will be required to register themselves on e-Procurement portal of NABARD and create user ID and Password.
   
   iv. For more information regarding e-bid process and procedure of submission of ebid, bidders may follow ‘Bidding Manual’ available on eProcurement portal of NABARD or seek assistance of Help Desk / Support Team of M/s C1 India Pvt. Ltd., the facilitating agency, engaged by NABARD for e-procurement process (contact details are given below).
   
   v. The e-tender will be available to the bidders / contractors on e-Procurement portal of NABARD (https://nabard.eproc.in/) for download from 10:00 PM on 19 February 2021 and also on NABARD’s website (for reference purpose) https://www.nabard.org/ as well as from Central Public Procurement Portal. There will be no charges for downloading the tender documents from the web site.

2. Tenderers are advised to submit e-tender (e-bids) through eProcurement portal of NABARD (https://nabard.eproc.in/) only, after carefully following the instructions related to systems and procedures as indicated on the link and step-wise tutorials (Vendor Guide) provided for submission of e-bids.

3. Tenderers can upload filled in their tender documents as per the instruction indicated in the portal directly from their PC in the designated folder created for them in On-line Bid form.

4. Please refer the section on uploading various Tender documents in the help guide provided in the Bidding Manual (Vendor Guide) available in the home page at NABARD e-Procurement portal.

5. In case of any further guidance, help and support while submission of e-bids, NABARD has engaged M/s C1 India Pvt. Ltd. As a facilitating agency who have created exclusive ‘Help Desk’ / ‘Support Team’ for facilitation of bidders. Their contact details are mentioned as under:
   
   i. Fairlin Jivin 0124-4302000 ext 112 , email- fairlin.jivin@c1india.com
   
   ii. Ujwala Shimpi 0124-4302000 ext 114 , email id- ujwala.shimpi@c1india.com
   
   iii. Sararaj Niacker 0124-4302000 ext 110 , email id- sararaj.naicker@c1india.com
   
   iv. All the email to be CC marked to dpsp.bangalore@nabard.org
   
   v. Any clarification with regards to the tender or tender uploading may also
6. The tenderer / bidder shall submit two separate e-bids for the captioned Tender i.e. Technical Bid and Financial Bid which should be completed in all respect. The same can be downloaded online from the NABARD’s e-Procurement website viz. https://nabard.eproc.in. It must be noted that only those Bidders who are willing to enter into Integrity Pact (IP) with the NABARD on every stage of bidding, will be eligible to participate in the bidding process. Tenderer must execute Integrity Pact (IP) in the prescribed format (Schedule-N) in all phases of the contract (http://www.cvc.nic.in). iv) e-Tenders must be submitted online not later than 14:00hours on 15 March 2021
7. All bidders are required to deposit EMD of Rs.50,000/- (Rupees Fifty Thousand only), through online fund transfer only, in favour of NABARD as per the details furnished below. The tender application of the bidders not depositing the EMD shall be rejected. MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations or empanelled with NABARD itself, are exempted from submission of prescribed EMD for the tender

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Account Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF THE ACCOUNT</td>
<td>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</td>
</tr>
<tr>
<td>BANK ACCOUNT NUMBER (VAN)</td>
<td>NABADMIN03</td>
</tr>
<tr>
<td>NAME OF THE BANK</td>
<td>NABARD</td>
</tr>
<tr>
<td>NAME OF THE BRANCH</td>
<td>HEAD OFFICE, MUMBAI</td>
</tr>
<tr>
<td>IFSC</td>
<td>NBRD00000002</td>
</tr>
</tbody>
</table>

8. Security Deposit (SD):- The contractor has to submit Security Deposit @ 2% of the quoted amount of AMC for one year within 30 days from the date of issue of work order by NABARD. The EMD of successful contractor shall be adjusted within the security deposit and the remaining amount to be furnished. No interest will be paid on EMD, Security Deposit/ Retention Money. No mobilisation advance will be given to contractor. The Security Deposit shall be refunded to the contractor on completion of AMC period and completion of all contractual obligations.

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

10. Rates quoted should include all Taxes, Duties, Octroi, Levies, GST, etc., in accordance with various statutory enactments and should be firm for the entire Contract Period. No increase in rates will be allowed during the entire Contract Period on this account. The rates will be considered for revision only in case of (i) revision of minimum wages and (ii) revision of statutory taxes like GST to the relevant extent.

11. Materials used should conform to relevant BIS Codes. BIS and CPWD Specifications and method of measurements shall be followed as applicable. However, in the absence of the same, the decision of NABARD will be final.

12. Monthly/ Quarterly/ Periodical payments will be made in the case of Housekeeping AMC works based on the bills submitted by the Contractor and certified by the concerned ACT/Security Officer/Bank’s Officer to the effect that the works / complaints recorded in the registers/software are attended and rectified as per the scope of the work. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/ Caretaker) after
completion of the respective works on the formats enclosed/given for respective work and
should submit all these with the bill.

13. Any discrepancy in settlement of bills may be brought to the notice of NABARD within a
period of one month after the settlement of the Bills. NABARD will not entertain any claim
regarding any dispute in settlement of the bills after stipulated time.

14. Income Tax, GST and other taxes, as applicable, will be deducted from total payment due
to the Contractors.

15. All works, complaints / instructions given by the respective authorities covered under the
Annual Maintenance Contract are to be attended on the same day. In case of delay in
attending the work in time, NABARD will be at liberty to get the work done through any
other agency and the cost therefor shall be recovered from the Contractor at the discretion
of NABARD.

16. The Contractor should have valid license relating to his Contract as per the existing laws
and the workmen employed by the Contractor should also have the experience in their
trade.

17. The Contractor should arrange to obtain necessary **insurance cover i.e. (i) Workmen
Compensation policy and (ii) Contractors All Risk Policy (CAR 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 immediately after award of
work. The **CAR policies are required to be at least for 1.25 times of the contract value**.

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

19. The contractor shall pay the personnel deployed in NABARD premises, their wages in
accordance with the relevant **Minimum Wages Act**, on a monthly basis. The contractor
shall also make PF contribution, ESI contribution and or any other statutory contribution
in respect of the personnel deployed by them in NABARD premises. The copy of the same
required to be attached with the monthly bill for reference of NABARD.

20. The contractor will be responsible for timely payment to its personnel deployed in the
premises and compliance of all statutory provisions relating to minimum wages, Provident
Fund and Employees State Insurance, etc. in respect of the persons deployed by them in
NABARD. The Contractor shall be responsible to fulfil all the obligations in connection with
the workers employed by it for the purpose of the Contract and all the Statutory and other
liabilities if any including minimum wages of Central/ State Govt. (whichever is higher shall
be applicable) , leave, salary, uniform, identity cards, ex-gratia, ESI, Provident Fund,
Workman Compensation, if any, etc. (as applicable) in connection therewith shall be on
the Contractor account and payable by the concerned Contractor. The contractor shall liaise with Labour Deptt. of State Govt. / Central Govt. and comply with all necessary
regulations/instructions in this regard.

21. All the Standard Conditions of the Contract shall be binding on the parties as per Indian
Contract Act and prevailing Rules.

The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law
(s) for entering into Maintenance Contract and the Bank will not in any way be liable or
responsible for any default / irregularities / penalties on the Contractor's part.
The penalties for not complying with the above are indicated in Special Conditions of contract.

22. **Annexure I:**- The contractor shall always retain experienced staff at site at least to the extent of strength as given in Annexure I.

23. **Annexure II:**- (Calculation sheet for supply of manpower and minimum wages) is required to be submitted duly filled along with the Price bid/BOQ. Tenders/bids not complying with the minimum wages payment are liable to be rejected which will be ascertained on the basis of Annexure – I; submitted by the contractor. Bank will ascertain whether the contractor will be able to pay the minimum wages and other components from Annexure II.

24. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor’s personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

25. The Contractor shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and States) that may be enforced from time to time by the Appropriate Authorities. NABARD shall not be responsible for any penalty on failure on the part of contractor to comply with any Labour Regulations. The contractor shall maintain attendance register of his staff employed at various sites and wage register for payment (at least minimum wages as per Central or State Govt. whichever is higher shall be paid) with all records up to date as per the labour regulations. The contractor shall submit the monthly payment records to the staff employed by him.

26. **The contractor shall ensure that the payment is regularly credited to the bank account of the individual labour employed at Bank’s premises and pay slips for respective payments are duly issued regularly.** NABARD will ask for present/past pay slips and payment records related to ESI/PF to be submitted along with the monthly bill. In extraordinary case of wages being disbursed in cash, the same may be done in the presence of authorized representative of NABARD as required under relevant law.

27. The manpower deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously.

28. No additional payment shall be made if contractor keeps more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provision.

29. The Contractor or his authorised representative should visit the site as per requirement and meet NABARD’s Security Officer/bank’s Officer with prior appointment for any clarifications and to receive instructions, etc. at the site.

30. The Contractor’s workmen should report to ACT/ Site supervisor as per timings mentioned in the Price bid/ Bill of Quantities. A register will be kept at site on all the locations showing
attendance on day to day basis and which will be countersigned by the security guard on duty the time when contractor's worker arrives & signs at site. The same shall also be signed by ACT & the same or copy shall be presented along with the Contractor's monthly bill.

31. The workers / staff employed should wear colour code uniforms displaying contractor firm's name. The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations under this Contract. Any indecent behaviour / suspicious activities of the staff employed shall be viewed seriously and a suitable penalty shall be imposed on contractor. The contractor is also required to submit the list of workers with photo ID, educational qualification, address proof, etc. before deputing the workers. An attendance register shall be maintained at site indicating number of persons deployed for the inspection by NABARD officials/representative.

32. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to levy damages or fine and / or even terminate the Contract forthwith, if necessary.

33. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and/or by taking recourse to appropriate recovery proceedings. 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.

(a) "Any dispute or difference whatsoever arising on any matter concerning this contract between the parties out of or relating to the services, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any modification thereof. The arbitration shall be conducted by sole arbitrator appointed by NABARD and the award made in pursuance thereof shall be binding on the parties."

(b) The venue of the arbitration shall be at Bangalore.

(c) The language of arbitration shall be English.

(d) Work under the contract 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.

34. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.

35. The personnel deployed by the Contractor can use the common facilities such as drinking water, toilet, etc. if any, provided at the premises. However, it should be ensured that the same should be kept in hygienic condition.
The work should be carried out with minimum inconvenience to the occupants. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants, etc.

The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required, in accordance with this Tender. The Contractor should obtain approvals, if any, necessary for the work from the Statutory Bodies on behalf of the NABARD. The Contractor shall assist the NABARD fully in respect of any liaison with the Municipal or any other Authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to the NABARD.

The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD's residential/Office premises.

The engaged staff shall also undertake other specific work related with/without housekeeping works and other works during working hours as per instruction of ACT/P&SO, if required.

Termination of agreement: “If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 30 days, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period if

(a) in the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or

(b) the contractor commits a breach of any terms and conditions of this agreement and/or

(c) the contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of contractor and/or

(d) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or

(e) there is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.

In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

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

On site storage space will be provided to the Contractor subject to availability. NABARD will not be responsible for Contractor's materials.

The Contractor shall provide all necessary Tools & Plants materials or any other equipment, materials, labour, etc. and no payment in this regard will be made by NABARD. The Contractor shall supply, fix and maintain all the scaffoldings, jhulla, T&P, etc., at his cost during the execution of any work and remove them as soon as the work is completed, without causing any damage to NABARD's property.
45. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD. But he can engage various licensed agencies/agencies for carrying out different works.

46. While submitting the monthly bill for AMC, the contractors have to submit all the required documents / statements as desired by NABARD. Contractor will not link payments to his labours with the settlement of his bill by NABARD.

47. It is the contractor’s responsibility to coordinate with other service providers viz. companies, municipality etc. for completion of the work, if required and attending to the work along with liaising with local bodies including making payments to statutory bodies. Bank shall reimburse the payments for such works on production of valid receipts. No other charges for such works shall be payable.

48. **Validity of Offer**: 90 days from the date of opening of the price bid.

49. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper as per the prevailing rates in accordance with the standard format enclosed (articles of agreement) within 10 days from the date of issue of work order failing which bidders EMD may stand forfeited.

50. Additional Terms and Conditions, Special conditions, Safety conditions as stated in attached sheets.

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

(SIGNATURE OF THE CONTRACTOR / TENDERER)

Place: Name:

Date: Seal:
Scope of Work

The NABARD Regional Office Building at NABARD Tower, # 46, Kempegowda Road, Bangalore is constructed in a land plot measuring 1 acre. The building consists of a basement, Ground floor to 7th floor and terrace. The office space is furnished with the Workstations and cabins. Cabins are constructed by erection of wooden partition walls.

1. Area statement of the building

Plot area = 4048.11 sq m = 43558 sq ft

Total built up area of the building including basement, Gr. Floor upto 7th floor = 9058.92 sq m = 97474 sq ft

The floor wise break-up is as tabulated below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Floor</th>
<th>Office Use area</th>
<th>Common use area*</th>
<th>Total area (aprx)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Basement</td>
<td>0</td>
<td>22908.58</td>
<td>22909</td>
</tr>
<tr>
<td>2</td>
<td>Ground</td>
<td>9272.54</td>
<td>300.85</td>
<td>9573</td>
</tr>
<tr>
<td>3</td>
<td>First</td>
<td>8368.16</td>
<td>300.85</td>
<td>8669</td>
</tr>
<tr>
<td>4</td>
<td>Second</td>
<td>8368.16</td>
<td>300.85</td>
<td>8669</td>
</tr>
<tr>
<td>5</td>
<td>Third</td>
<td>8368.16</td>
<td>300.85</td>
<td>8669</td>
</tr>
<tr>
<td>6</td>
<td>Fourth</td>
<td>8574.76</td>
<td>300.85</td>
<td>8875</td>
</tr>
<tr>
<td>7</td>
<td>Fifth</td>
<td>8574.76</td>
<td>300.85</td>
<td>8875</td>
</tr>
<tr>
<td>8</td>
<td>Sixth</td>
<td>10290.01</td>
<td>326.89</td>
<td>10617</td>
</tr>
<tr>
<td>9</td>
<td>Seventh #</td>
<td>10290.01</td>
<td>300.85</td>
<td>10591</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>72106.56</td>
<td>25341.42</td>
<td>97447</td>
</tr>
</tbody>
</table>

(*) This area includes basement, parking, services, open spaces, ducts, lift shafts etc but excludes stairs area.

2. AC System

There are VRV (Variable Refrigerant Valve) type AC machines installed for each floors. All the outdoor units (air cooled) are installed at terrace. Total machines are 25 in number; ranging from 10 hp to 16 hp. NABARD has entered into AMC with the original manufacturer i.e. M/s LG Electronics for maintenance.
However, the successful bidder will handle day to day operations including, switching On/Switching off of the AC systems, maintaining desired temperatures in working areas, monitoring of the AC system by making supervisory visits to related machinery and liaison with the AC AMC vendor during maintenance. Normally this task would be attended by the electricians provided by the contractor.

3. **Lifts**

There are three (3) Johnson make lifts installed in the building and the AMC of the lifts have been entered with the Original Equipment Manufacturer. Lift operators are not required for these lifts. However, the successful bidder will have to take care of the Day-to-day operation of the lift system by making supervisory visits to related machinery and liaison with the AMC vendor in case of break down/maintenance. Normally this task would be attended by the electricians provided by the contractor.

4. **Diesel Generator**

There are 2 nos. Of DG Sets of 320 kVA each mounted in open in sound proof canopy in premises compound area. The make is of Greaves Cotton and the AMC has been entered with M/s Transdiesel. However, the successful bidder will have to take care of providing round the clock support for Day-to-day Operation of the DG Sets through dedicated DG Set operators who shall test run the DG set every day, undertake monitoring of the DG Set and report any fault in the operation of the DG sets and liaising with the AMC vendor for maintenance requirements and breakdown calls. The operators will have to maintain operation log-books for DG Set indicating time of switch-ON and Switch-OFF, fuel supply, time of breakdown and maintenance history of the DG Sets.

5. **Substation switchgear**

The make is Areva. The successful bidder will have to take care of the Day-to-day Operation of the Electrical Substation. Monitoring and manning of the Electrical Substation round the clock by making supervisory visits to related machinery. In case of electrical substation, the successful bidder shall ensure regular maintenance through the qualified electricians. The replacement of consumables, spare parts or any part of the substation would be carried out with the explicit approval of NABARD. The cost of spare part material would be borne by NABARD. If the contractor is advised to procure the material such costs would be reimbursed on market rate basis and on production of material bills by the contractor. Any servicing etc. shall be part of AMC and shall not be paid separately. If any specialist or expert duties are required the same can be provided separately at prevailing market rates, provided the requirement is acceptable to NABARD.

6. **Electrical Maintenance**

The successful contractor shall engage qualified electricians having valid license at the site to carry out the repair / replacement / maintenance works in the substation electrical panels, other electrical installations, electrical fittings and fixtures and electrical pumps etc. They have to ensure that power supply is available to the last point of supply such as workstations and other power outlets. The contractor shall have to keep sufficient stock of electrical replaceable consumables like bulbs, tubelights, MCBs, switches, sockets, chokes, starters etc. As per the Make / Brand specified by NABARD. The cost of these spare consumable items shall be reimbursed separately to the contractor on production of original bills. If required, the contractor has to maintain the stock register for these consumable items which shall need counter signatures of Bank’s Care taker for updating of the stock.
7. EPABX and public address system

The make is Siemens (Hipath 3800 model). The EPABX system is being maintained through dedicated AMC vendor. However, the successful bidder will have to ensure hassle free functioning of the EPABX system by liaising with the manufacturer for maintenance requirements and breakdown calls. The contractor will also need to maintain the intercom wiring network, attend to shifting of intercoms from one location to the other. Normally this task would be attended by the electricians provided by the contractor. If the contractor is advised to procure the cleaning material, such costs would be reimbursed on market rate basis and on production of material bills by the contractor.

8. Internal cleaning

The successful contractor shall have to take care of the day-to-day cleaning of the office building on various floors, basement including toilet areas and compound area by both dry / wet mopping. The cleaning of table tops and workstation tops shall be done by NABARD maintenance staff. Periodical cleaning of the partition glasses and glazing glasses need to be cleaned from inside periodically. Also cleaning of the reflectors of the electrical light fittings and cleaning of the Air conditioner duct covers from outside which are visible in the false ceiling. Cleaning of electrical switchboards from outside with thinner liquid etc. The contractor shall have to keep sufficient stock of consumable items such as toilet paper rolls, tissue papers, bathroom towels, liquid soaps and other toiletries as specified by NABARD from time to time. If the contractor is advised to procure the cleaning material, such costs would be reimbursed on market rate basis and on production of material bills by the contractor.

9. Entrance Glass Canopy Cleaning

There are 2 glass canopies provided at the entrance to the building from 2 sides. The contractor has to clean the glass canopies from top on a weekly basis and from the bottom side(both glass and supporting MS frame) on a quarterly basis. This cleaning has to be done with utmost safety with proper gear, safety equipment and related precautions. The ladder available with NABARD could be utilised for the purpose by the contractor. If any other machinery/equipment is required for the work, the same shall be arranged by the contractor at their cost. The glass panels and ALCO panels at the ground floor(from external side) also shall be cleaned at monthly intervals so that they remain free of spots and markings. The cleaning charges quoted should include appropriate cleaning material for Glass and the ALCO panels.

10. Civil, carpentry and plumbing

The successful contractor shall have to take care of the Day-to-day civil and plumbing works as per requirement. Civil works shall include small modifications, painting patches, pipeline leakages, repair / replacement of taps and valves as per requirement, replacement / repairing of door closers, door alignment, door handles, repair / replacement of toilet flushing system, small glass replacement etc. If the contractor is advised to procure the material, such costs would be reimbursed on market rate basis and on production of material bills by the contractor. Since labour wages are already being paid, separate labour charges for undertaking such works would not be paid unless some additional workforce is required to complete the task. Any big replacement or painting work shall not be included and shall be paid separately.
11. **Fire Fighting system**

The successful contractor shall have to take care of the Day-to-day Fire fighting system operation and maintenance. For this the contractor has to deploy 3 trained fire fighting workers with requisite qualification in fire fighting, 1 in each shift of 8 hours. These workers should be trained in monitoring and operation of fire alarm panel, smoke detectors, heat sensors, use of fire extinguishers, wet riser system, fire pumps (3 nos.), jockey pump, hose pipes, sprinkler system, fire diesel generator cum pump etc. The DG for fire system has to be daily run for 5 to 10 minutes to keep it fire fighting ready. Log books shall have to be maintained for fire operation / maintenance. Once a month the wet hydrant system has to be tested for operation. Any material consumption, spare parts in these works shall be paid separately on market rates. The fire workers should be provided with safety equipment like helmets, gum boots, etc. the cost of which shall be borne by the contractor. The evacuation tools, regular uniform, etc. shall be provided by the contractor.

12. **Pumps**

There are 2 nos. of submersible water pumps, 4 nos. of sewage pumps and 1 no. of borewell. The pumps have to be operated as and when required. The successful contractor shall have to take care of the Day-to-day Operation and maintenance of various pumps in the building. Any maintenance requirements in the pumps including rewinding shall be attended by the contractor. Normal servicing, oiling, greasing etc. shall be inclusive in the AMC charges. Attending to the repairs in starter panels and to the water level sensors. The cost of any material consumption, spare parts or rewinding etc. shall be paid separately on market rates with transportation on prior approval basis.

13. **Tank cleaning**

The premises has underground sumps and overhead tanks. Cleaning the sumps and overhead tanks including cleaning the manhole and surroundings full of dust, mud and algae. Removal of the dirty water and sludge by scientific methods, using specially designed sludge pump, disposing off all the dirt and sludge to a safe place. Remaining sludge is to be removed by special pressure vacuum pump. Cleaning walls and tanks so as to dislodge the layer of dirt, algae, fungus and layers of calcination which sticks on the walls of the tank and walls of storage tanks, cleaning the floor thoroughly by using pressure jet so as to remove all the dirt, calcination and other algae by using vacuum cleaner. Treatment of the walls, floor and ceiling by specially developed anti-bacterial agents and food contact sanitizer ensuring that the entire surface of the walls and ceiling is made clean and free from any disease causing bacteria. Spraying of antibacterial agents thoroughly all over the tank to ensure total sterilisation from inside. Treating the inside of storage tank with specially designed and developed ultra violet radiator to kill any suspended or floating bacteria.

**Periodicity of the cleaning – Twice in a year.** The first cleaning may be done in May and the second cleaning to be done in January. Further in case of emergency, the same has to be done as and when required. The cleaning charges quoted should include all charges towards labour, machinery and appropriate cleaning material for the tanks.
14. Garbage Disposal

The contractors would make arrangement for safe disposal of all the garbage from the premises on daily basis. The garbage disposal should be done after required segregation and following the Municipal rules/norms. The rates quoted for garbage disposal should be all inclusive including men, material, transport, etc.

15. Frequency of Cleaning works

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Area</th>
<th>Mode</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compound area cleaning</td>
<td>Sweeping / mopping</td>
<td>Daily once</td>
</tr>
<tr>
<td>2</td>
<td>Basement area</td>
<td>Sweeping mopping</td>
<td>Daily once</td>
</tr>
<tr>
<td>3</td>
<td>Basement area</td>
<td>Wet mopping</td>
<td>Once in week</td>
</tr>
<tr>
<td>4</td>
<td>Reception area - Ground floor</td>
<td>Sweeping / cleaning &amp; wet mopping</td>
<td>Daily once to complete before 9 am</td>
</tr>
<tr>
<td>5</td>
<td>Auditorium area</td>
<td>Dry Sweeping/mopping</td>
<td>Once a week or before any programme in the auditorium</td>
</tr>
<tr>
<td>6</td>
<td>First floor- Library side</td>
<td>Sweeping/ cleaning and Wet mopping</td>
<td>Daily once to complete before 9 am</td>
</tr>
<tr>
<td>7</td>
<td>First floor- Canteen side</td>
<td>Sweeping/ cleaning and Wet mopping</td>
<td>Twice a day</td>
</tr>
<tr>
<td>8</td>
<td>All office areas on 2nd, 3rd, 4th, 5th and 6th floors both wings</td>
<td>Sweeping/ cleaning and Wet mopping</td>
<td>Daily once</td>
</tr>
<tr>
<td>9</td>
<td>7th Floor</td>
<td>Sweeping/ cleaning and Wet mopping</td>
<td>Twice a week</td>
</tr>
<tr>
<td>10</td>
<td>All common area like lift lobbies, staircases</td>
<td>Sweeping/ cleaning and Wet mopping</td>
<td>Daily once</td>
</tr>
<tr>
<td>11</td>
<td>All office areas on 2nd, 3rd, 4th, 5th and 6th floors both wings</td>
<td>Sweeping/ cleaning and  Wet mopping</td>
<td>Daily once</td>
</tr>
<tr>
<td>12</td>
<td>7th floor</td>
<td>Sweeping/ cleaning and Wet mopping</td>
<td>Twice a week</td>
</tr>
<tr>
<td>13</td>
<td>All common area like lift lobbies, staircases</td>
<td>Sweeping/ cleaning, and Wet mopping</td>
<td>Daily once</td>
</tr>
<tr>
<td>14</td>
<td>All toilet areas at all floors</td>
<td>Sweeping / Cleaning and wet mopping</td>
<td>Twice in the morning  at 8 and 11 am and once at 4 pm</td>
</tr>
<tr>
<td>15</td>
<td>Terrace floor</td>
<td>Dry mopping</td>
<td>Daily once</td>
</tr>
<tr>
<td>16</td>
<td>Cleaning of partition glasses and glass glazing panels from inside</td>
<td>Cleaning with wet cloth, soaked in liquid soap</td>
<td>Once a week</td>
</tr>
<tr>
<td></td>
<td>Task Description</td>
<td>Cleaning Method</td>
<td>Frequency</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------------------------</td>
<td>------------------------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>17</td>
<td>Cleaning of wooden partitions</td>
<td>Cleaning with appropriate chemical</td>
<td>Once in 3 months</td>
</tr>
<tr>
<td></td>
<td></td>
<td>without damaging surface</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>External cleaning of the entrance glass canopy</td>
<td>Cleaning with appropriate chemical</td>
<td>Once in a week</td>
</tr>
<tr>
<td></td>
<td></td>
<td>without damaging surface</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>External cleaning of glass panels and ALCO panels at ground floor level</td>
<td>Cleaning with appropriate chemical</td>
<td>Once in a month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>without damaging surface</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Cleaning of electrical light fittings, with reflectors, AC duct covers, cobwebs</td>
<td>Wet cloth</td>
<td>Once in a quarter</td>
</tr>
<tr>
<td></td>
<td>false ceiling and other places</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Cleaning of hand rails in stairs area</td>
<td>Wet cloth</td>
<td>Once in a week</td>
</tr>
<tr>
<td>22</td>
<td>Cleaning and declogging and maintenance of all the drains within the compound</td>
<td>With appropriate materials</td>
<td>As and when necessary</td>
</tr>
<tr>
<td>23</td>
<td>Cleaning of dustbins, removal and disposal of collected garbage to an approved</td>
<td>With appropriate materials</td>
<td>Daily once</td>
</tr>
<tr>
<td></td>
<td>location, clearance of segregated waste disposal at designated laces as per table</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>and disposal after segregation as per</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Municipal regulations / rules</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Cleaning of lifts (landing platform and sidewalls)</td>
<td>Dry / Wet cleaning</td>
<td>Daily Once</td>
</tr>
<tr>
<td>25</td>
<td>Cleaning of fire-fighting equipment and public address systems and cleaning of</td>
<td>Dry Cleaning</td>
<td>Once Every Month</td>
</tr>
<tr>
<td></td>
<td>all miscellaneous equipment as available or being provided from time to time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Tank cleaning</td>
<td>With appropriate materials and equipment</td>
<td>Twice in a year.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The first cleaning may be</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>done in May and the</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>second cleaning to be</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>done in January. Further</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>in case of emergency,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>the same has to be done</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>as and when required.</td>
</tr>
</tbody>
</table>
**Requirement of Personnel**

NABARD works five days in a week and the working hours are 9.30 am to 5.30 pm. (only on Monday up to 5.45 pm) Here a ‘Working day’ means 5 days a week (Monday to Friday) excluding bank holidays. Sometimes office works on Saturdays and Sundays also.

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Activity</th>
<th>No. of people</th>
<th>Working hours</th>
<th>Type of duty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supervisor</td>
<td>1</td>
<td>On all working days only. Shift time: 0730 hrs to 1530 hrs</td>
<td>To supervise all the works in the scope of this AMC. To interact with NABARD officials regarding service requirements and to pass on instructions to AMC workers. To take stock of arrangements in totality.</td>
</tr>
<tr>
<td>2</td>
<td>Fire fighting services</td>
<td>3 # (Should have proper Firefighting training/ certificates).</td>
<td>On All Days - 24 hours by 365 days’ coverage. Shift timings: I 0600 hrs to 1400 hrs II 1400 hrs to 2200 hrs III 2200 hrs to 0600 hrs</td>
<td>Trouble shooting, operating and Rectifying the electrical problems in the building etc. Manning the fire alarm panel and fire pump room etc. and other firefighting maintenance works</td>
</tr>
<tr>
<td>3</td>
<td>Substation Manning and Electrical panel operations</td>
<td>3 # (Should have appropriate certificates/ training)</td>
<td>On All Days -24 hours by 365 days’ coverage. Shift timings: I 0600 hrs to 1400 hrs II 1400 hrs to 2200 hrs III 2200 hrs to 0600 hrs</td>
<td>DG operation and Monitoring and operating and maintaining electrical substation panels and electrical rising main in the building. They will also assist the Electricians at sr. no. 2 above and attend to duties assigned to them in case of exigencies or when such services are required on weekends/ holidays.</td>
</tr>
<tr>
<td>4</td>
<td>Electrician</td>
<td>2 (Should hold 'A'class electrician certificate). One in each shift</td>
<td>On all working days only. Shift time: I 0730 hrs to 1530 hrs II 1000 hrs to 1800 hrs</td>
<td>Trouble shooting, operating and Rectifying the electrical problems in the building, in substation, rising mains, pumps etc. And also maintaining the telephone network, AC machine operation And monitoring lift machinery etc.</td>
</tr>
<tr>
<td>Sr No</td>
<td>Activity</td>
<td>No. of people</td>
<td>Working hours</td>
<td>Type of duty</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------</td>
<td>---------------</td>
<td>------------------------------------</td>
<td>----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>5</td>
<td>Plumber</td>
<td>1</td>
<td>On all working days</td>
<td>Works of plumbing/ minor civil work</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1000 hrs to 1800 hrs</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Internal cleaning</td>
<td>10</td>
<td>On all working days. Shift time:</td>
<td>Dry and wet mopping as per schedule prescribed. For cleaning of ladies’ toilet area there should be exclusive ladies’ worker. The manpower employed should be trained in management of waste so that waste disposal is carried out without affecting the environment as per pollution control directions.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0730 hrs to 1530 hrs</td>
<td></td>
</tr>
</tbody>
</table>

# The staff engaged in these services may be given one day rest on a weekly basis and substitute staff may be provided. Applicable reliever charges may be considered while quoting the amount in the financial bid.

All other categories of staff shall also be given one day rest on weekly basis on Saturdays/Sundays. Relievers are not required. However, the contractor has to arrange substitute staff if some staff is on leave/absent during the working days.

For other works like external cleaning, tank cleaning, etc for which service frequency is occasional, workers shall be deputed separately as per requirement.
Payment and other terms

1) No advance payment shall be made to the contractor / Agency. The claim will be settled as per terms of contract and after deducting applicable TDS on GST & IT.

2) The contractor must pay to his workers the wages which are equal to the minimum wages prescribed by the State Government/Central Government and other statutory benefits like ESI, EPF and other benefits.

3) Along with every monthly bill a certificate from the contractor must be attached that he is complying with Minimum wages act. NABARD shall have right to verify and call for the record for such payments and be present at the time of salary disbursements to the workers to ensure compliance with CLRA.

4) The bill shall be paid monthly after delivery of successful services during the month.

5) Every employee engaged by the agency shall wear uniform and they should be provided with I-cards. The agency will provide proper uniform to the Housekeeping staff at their own cost. The uniforms should display their work/trade such as “Electrician”, “Fire”, “Cleaning”, etc. in the form of badges. Shoes also need to be provided.

6) All necessary tools to workers like Electrical tools to Electricians, cleaning tools to Cleaning workers etc. should be provided by the contractor. Tools like broom-sticks, floor wipers, blowers, vacuum cleaners, temperature measuring device, pliers, spanner sets, screw-drivers, etc should be provided by the AMC contractor to their workers.

7) No worker who is prohibited by Law should be deployed. The antecedents of staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to NABARD.

8) The Contractor will maintain a register in which day to day deployment of personnel shift wise, will be entered. This will be countersigned by the authorized official of NABARD. A copy of such deployment register for the relevant period should be submitted along with the monthly bill.

9) Any case of theft / pilferage by the AMC workers shall be viewed seriously and may result into termination of the AMC, if found necessary by NABARD. The damages due to such act of the AMC workers shall be recoverable from the charges payable to the contractor.

10) The personnel supplied have to be extremely courteous with very pleasant mannerism in dealing with the staff/visitors, especially with female staff/visitors and should project an image of utmost discipline. No AMC worker should misbehave with the NABARD staff.

11) Workers must also not indulge in consumption of Alcohol/ tobacco/ paan or any other toxic substance while on duty.

12) The Contractor will maintain a register on which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift-wise, if any, should be shown.

13) All liabilities arising out of accident or death of workers while on duty shall be borne by the contractor.
14) The Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse of the areas for which responsibility given to them by NABARD.

15) Any damage or loss caused by contractor’s person to NABARD in whatever form, shall be recovered from the contractor. However, the contractor will not be held responsible for the damages/ sabotage caused to the property of NABARD due to the riots/ mob attack/dacoity or any other event of force majeure.

16) The claim shall be settled on a monthly basis, on submission of original invoice/bill supported by necessary documents, such as, extract copy of attendance register, payment of wages including remittance through direct credit to the account of workers, remittance of ESI, EPF, etc. All payments should be made only through online.

17) Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor’s personnel shall be directly borne by the contractor including all expenses/ fines. The concerned person shall attend the court as and when required.

18) The workers indulged in Electrical, Air-conditioning, telephone networking type of work must have electricians license and a copy of the same shall be deposited with the Bank.

19) The personnel deployed for maintenance of AC machines and Firefighting shall be adequately qualified and trained for the job and the documents supporting their qualification/ training should be submitted to the bank.

20) Except external cleaning and tank cleaning, all materials required for undertaking cleaning / repair works shall be provided by the bank. If the contractor is advised to procure the materials, such costs would be reimbursed on market rate basis and on production of original bills.

21) The Contractor shall extend necessary help to other Contractors engaged by NABARD under separate contract for their respective work.

22) The Contractor shall be required to furnish NABARD, the following:
   a. The Power of Attorney, name and signature of his authorized representative, who will be in-charge of execution of this contract.
   b. Wage Book, Muster Book pertaining to labourers engaged under this contract.
   c. Validity of Insurance Policies, Labour Contract License relating to staff engaged at NABARD site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.

23) The contractor shall remove from work any worker who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of NABARD.

24) The contract shall be valid for a period of two years, w.e.f. 1.4.2021 to 31.03.2023. The bank also reserves the right/option to extend the validity of this contract for a further period not exceeding 02 years as per the same terms and conditions.

25) Forfeiture clause: In case of negligence/dereliction of duty by contractor’s staff, the contract shall be terminated without giving any notice and the security deposit shall be forfeited.
26) It will be responsibility of the contractor to ensure that only persons on duty remain in NABARD premises. No suppliers, service providers, regular /contract/ casual employees of the contractors would remain in NABARD premises after the delivery of their services. No staff other than the staff attending the duties would remain overnight in the NABARD premises.

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

DATE: 

Signature of the Tender

PLACE: 

NAME AND SEAL

ADDRESS
SPECIAL CONDITIONS OF THE CONTRACT

1. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract."

2. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.

3. Contractor shall maintain job cards and a proper Record/Register indicating reasons for not attending to any particular work time schedule. The periodicity and expected schedules are given in the scope of work and the amount of deduction/penalty beyond that period for pending work as well as for any substandard work will be as under:

<table>
<thead>
<tr>
<th>Nature of work</th>
<th>Time of completion</th>
<th>Penalty for delay</th>
</tr>
</thead>
<tbody>
<tr>
<td>All items indicated in scope of works based on their periodicity</td>
<td>As given in scope of works</td>
<td>Rs. 500 per day per pending work</td>
</tr>
</tbody>
</table>

4. Penalty clause: In case of absence of any worker (minimum specified in the BOQ), the amount will be deducted on pro-rata basis. If the contractor fails to deploy the number of manpower as required under the agreement / tender and such absence of manpower in each category of workmen exceeds 15% or more of total man days in a month, then a penalty of Rs. 550.00 per day shall be imposed on the contractor for all absent days including 15% of the absences during the month. The amount of penalty shall be adjusted from the amount payable to the contractor and shall not be deducted by the contractor from the wages payable to the workmen.

5. Additional Penalty: If the contractor continues to fail to engage sufficient workers and does not show sufficient progress in attending to the works, NABARD may, after issuing written notices, levy additional penalty at its discretion, which will be recovered from the Contractor's bill.

6. In case of emergency work, no extra payment for working in odd hour will be made.

7. The property will be handed over to the Contractor for housekeeping works on 'as is where is' basis and the contractor shall be required to carry out pending works at his cost and continue to ensure proper service to a reasonably satisfactory level.

8. NABARD reserves the right to change scope of work or the number of labours during the contract period.
Declaration by the Contractor
We / I have read and understood the Scope of Work and special terms and conditions for the Housekeeping AMC works in the entire Office premises (both inside and outside) and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects. Further, we / I also declare that no prohibitive things/banned chemicals will be used, which are harmful to human life.

Place:
Date:                      (Signature of the Tenderer)

Address:                  Name and Seal:
SAFETY CODE

1. Smoking and chewing pan/tobacco/gutkha/ any other drugs etc. are strictly prohibited in the building.

2. The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool especially in Electrical Substation area.

2. An injured person shall be taken to a public hospital without loss of time, in case where the injury necessitates hospitalisation.

3. Suitable and strong scaffolds should be provided for workmen for all works that cannot be safely be done from ground.

4. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.

5. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.

6. Workers employed on mixing and handling material such as acids / cleaning chemicals etc. shall be provided with protective footwear and rubber hand-gloves.

7. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.

8. Hoisting machines and tackle used in the works, including their attachments anchorage and supports shall be in perfect condition.

9. The ropes used in hoisting or lowering material / men or as a means of suspension shall be of durable quality and adequate strength and free from defects.

10. Adequate precautions shall be taken to prevent danger from electrical equipment. No material on the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor / Agency shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defines of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person.

11. It is entirely the responsibility of the contractor to follow the safety procedures such as
using safety belts, life lines, helmets, rubber gloves etc. depending upon the nature of works Contractor is free to approach NABARD for any suggestion in this regard. However, any lapse in this regard will be viewed seriously.

12. Penal action will also be taken if the contractor’s supervisors and workmen do not wear the uniforms and photo identity cards issued by the contractor and thus pose a security risk to the safety of the Bank’s establishments, its officers and the families of its officers residing in flats. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.

13. An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work.

Declaration by the Contractor

We / I have read and understood the Safety code for the House-keeping/Facility Management services at NABARD Office premises and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Place :
Date : (Signature of the Tenderer)
Address :
Name and Seal :
**PROFORMA FOR ELECTRONIC PAYMENT**

Details of Bank account to be furnished by the contractor/ service provider for effecting payment

Name and address of contractor/ service provider with phone nos.

<table>
<thead>
<tr>
<th></th>
<th>Name of the account holder (As appearing in the Bank account)</th>
</tr>
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<tbody>
<tr>
<td>2</td>
<td>Name of the Bank</td>
</tr>
<tr>
<td>3</td>
<td>Name of the Branch</td>
</tr>
<tr>
<td>4</td>
<td>Account number</td>
</tr>
<tr>
<td>5</td>
<td>RTGS/ NEFT/ IFS Code</td>
</tr>
<tr>
<td>6</td>
<td>Type of account (Savings, current, etc.)</td>
</tr>
<tr>
<td>7</td>
<td>PAN Number</td>
</tr>
<tr>
<td>8</td>
<td>GSTN Number</td>
</tr>
</tbody>
</table>

Signature

Please attach (1) a photocopy of one cancelled cheque leaf of the above Bank account and (2) copy of PAN card and (3) allotment letter / registration letter under GSTN.
Annexure A

PRE CONTRACT INTEGRITY PACT
(To be submitted on Rs. 100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder) (Tenders without Pre-Contract Integrity Pact on Rs.100 stamp paper shall be rejected outrightly)

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

Shri Pramod Kumar Sangewar, IRSS (Retd.)
H. No. 12-5-65/1, Flat No. 109,
Sri Harsha Sethuram Unique
Vijayapuri Colony, South Lalaguda,
Secunderabad, Telengana – 560 017

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

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

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

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

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

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

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

(9) The word ‘Monitor’ would include both singular and plural.
Section 9 – Pact Duration
This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions
(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

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

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

Place  _______________
Date  _______________

Witness 1:
(Name & Address)  __________________________
____________________________
____________________________

Witness 2:
(Name & Address)  __________________________
____________________________
____________________________
ARTICLES OF AGREEMENT
On Rs. 200/- Non-judicial stamp paper
AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

THIS AGREEMENT is made at Bangalore on this ...... day of _____ 2021

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 Head office at C-24, ‘G’ Block, Bandra-Kurla Complex, Bandra(East), Mumbai-400051 and Karnataka Regional Office at NABARD Tower, 46, Kempe Gowda Road, Bengaluru – 560 009, 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 at .................................................................hereinafter 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 for Total Facility Management and Housekeeping Services (hereinafter referred to as “the said works”) of its office premises at NABARD Tower, 46, Kempe Gowda Road, Bengaluru - 560009 hereinafter collectively referred to as “the said Premises”) for the period 01.04.2021 to 31.03.2023, 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 ....................2021, submitted its Tender for undertaking the said works at the said Premises.

(3) NABARD, vide its Letters of Intent No. ....................dated ............2021 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 THIS INDENTURE WITNESSES AS FOLLOWS:

1. The contract shall commence from 01.04.2021 and shall continue till 31.03.2023 unless it is curtailed or terminated by NABARD owning 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._______ per month for the period from 01.04.2021 to 31.03.2023 to the Contractor for carrying out the said works in the said Premises as per the details given in the scope of work. The rate will remain fixed throughout the entire period of contract i.e. till 31.03.2023, except for the items under section D of price bid 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 proportionately 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.

2. The contract may be extended for further period/s after the expiry of the initial period i.e. 31.03.2023 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 I 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.

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

8. 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.

9. 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.

10. The Contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses 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.

11. 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.

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, 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 safety shoes, 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 and Contractors All Risk 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. The CAR policies are required to be at least for 1.25 times of the contract value.

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 Officers of Department of Premises, Security and Procurement, 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/improper conduct.

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 Karnataka/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, GST etc as amended from time to time and applicable 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 EMD received from the Contractor will be retained by NABARD towards Security Deposit.

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 monitory 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’s 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 of 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, then the same shall be resolved as follows:

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties."

41.4 The venue of the arbitration shall be at Bangalore.

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 NIT 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.

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

For & on behalf of NABARD

the duly authorized signatory for & on behalf of the Contractor

In the presence of

1......................

2......................

1......................

2......................