Notice Inviting Tender – Annual Maintenance Contracts for Housekeeping at Bank’s Head Office Building and NABARD House Residential Colony at Bandra Kurla Complex in Mumbai for the period 01.07.2021 to 31.03.2022:

2. NABARD invites E-tenders in two parts (Part-I and Part-II) for Housekeeping AMC works at Bank’s Head Office Building and NABARD House Residential Colony at Bandra Kurla Complex in Mumbai. The contract is renewable (One year at each time) for 2022-23 and 2023-24 subject to the satisfactory performance of the contractor during 2021-22 and other mutually agreed terms and conditions of the contract.

<table>
<thead>
<tr>
<th>SN</th>
<th>स्थान/ Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>नाबार्ड प्राधान कार्यालय बिल्डिंग, बांद्रा-कुर्ला कॉम्प्लेक्स, मुंबई / NABARD Head Office Building, Bandra Kurla Complex</td>
</tr>
<tr>
<td>2</td>
<td>नाबार्ड हाउस, बांद्रा-कुर्ला कॉम्प्लेक्स, मुंबई / NABARD House, Bandra Kurla Complex, Mumbai</td>
</tr>
</tbody>
</table>

3. उपर्युक्त कार्यों के लिए निविदा प्रस्तुत करने के लिए हम आपको आमंत्रित करते हैं. ऑफर दो भागों में होगी जैसे तकनीकी बोली और मूल्य बोली.
We invite you to submit tender for the captioned works. The offer shall be in two parts, viz., Technical Bid and Price Bid.

4. ई-टेंडर दस्तावेज नाबाद की अधिकारिक वेबसाइट [https://www.nabard.org](https://www.nabard.org) और [https://nabard.eproc.in](https://nabard.eproc.in) 22 मार्च 2021 15.00 बजे से 12 अप्रैल 2021 15.00 बजे तक उपलब्ध होंगे। निविदा दस्तावेज वेबसाइट पर, जमा करने की अंतिम तिथि तक उपलब्ध होंगे। यह निविदा और सभी संबंधित दस्तावेज उक्त वेबसाइट के माध्यम से ऑनलाइन जमा / अपलोड किए जाने हैं। ई-निविदा प्रस्तुत करने के लिए वित्तीय दिशानिर्देश / प्रक्रिया का उल्लेख अनुपस्थित है। मैं किया गया है। यदि किसी फर्म के सहायक दस्तावेजों के साथ-साथ ई-निविदा दस्तावेज का भाग-1 संतोषजनक नहीं पाया जाता है, तो आगे की प्रक्रिया के लिए उनके ई-टेंडर बैंक द्वारा स्वीकार नहीं किए जाएंगे।

E-tender documents will be available in NABARD’s official website [https://www.nabard.org](https://www.nabard.org) and at [https://nabard.eproc.in](https://nabard.eproc.in) from 15:00 hours of 22 March 2021 to 15:00 hours of 12 April 2021. The tender document will be available on the website, till the last date of submission. This tender and all relevant documents are to be submitted/ uploaded online through the said website. Detailed guidelines/ procedures to submit e-tender have been mentioned in Annexure-I. In case Part-I of the e-tender document along with supporting documents of any firm is not found satisfactory, their e-tenders will not be accepted by the Bank for further processing.

5. निविदाकर्ता को निविदा में भाग लेने हेतु पात्र होने के लिए बैंक के साथ दिये गए प्रारूप अनुसार अपनी लागत पर 200 रुपये के गैर-अदालती स्टूम्प पत्र पर इंटिग्रिटी समझौत (Integrity Pact) करना होगा। यह एक प्राथमिक परिमाण होगा और इंटिग्रिटी समझौते के बंगार बाकी दस्तावेजों पर कोई विचार नहीं किया जाएगा।

The tenderer has to enter into Integrity Pact at his own cost on a Rs. 200/- non judicial stamp paper at tenderer’s cost with the Bank as per the format given to become eligible to participate in the tender. It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact. Bank has appointed Independent Monitor Shri P.K.Sangewar, IRSS (Retired) (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

6. आपसे से अनुरोध है कि जमा धनरापश (EMD) को ऑनलाइन निधि हस्तांतरण के माध्यम से, नीचे दिए गए निर्देश विवरण के अनुसार नाबाद की पक्ष में करने। निविदा दस्तावेजों के साथ उपरोक्त स्थानों / समूह में से प्रत्येक के लिए जमा की जाने वाली ईएमडी राशि नीचे दी गई है।

All Bidders are requested to submit the Earnest Money Deposit (EMD) as specified through ONLINE fund transfer only, in favor of NABARD as per the details furnished below. The EMD amount to be deposited for each of the above locations/group along with tender document is as given below.

**National Bank for Agriculture and Rural Development**

**विभाग नाम**

पाउंड के सी-24, 'G' ब्लॉक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबais - 400 051. टेली: +91 22 xxxx xxxx • फ्रैक्स: +91 22 xxxx xxxx • ई-मेल: DPSP@nabard.org

**Department Name**

Plot No. C-24, ‘G’ Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051 • Tel.: +91 22 xxxx xxxx • Fax: +91 22 xxxx xxxx • E-mail: DPSP@nabard.org
7. Tenders without EMD will be rejected for that particular location/colony.

8. The Tenderer may quote for the one group or both groups, but he/she has to quote for all the items in the BOQ for the selected groups failing which the tender will be treated as incomplete. The Bank will take decision for each group separately.

9. Tenderers are advised to visit the office building and colony as stated above, to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from the Bank before quoting their rates. Tender in the prescribed tender document should be addressed by name to, "Shri. B.R. Pattanaik, Chief General Manager, Department of Premises, Security & Procurement, National Bank for Agriculture and Rural Development, (Ground Floor- A wing), Bandra-Kurla Complex, Bandra (East), Mumbai : 400 051".

The Tenderer may quote for the one group or both groups, but he/she has to quote for all the items in the BOQ for the selected groups failing which the tender will be treated as incomplete. The Bank will take decision for each group separately.

<table>
<thead>
<tr>
<th>SN</th>
<th>स्थान/Location</th>
<th>बयाना राशि/EMD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NABARD प्रधान कार्यालय बिल्डिंग, बांद्रा-कुर्ला कॉम्प्लेक्स, मुंबई</td>
<td>Rs. 50,000.00 (Rs. Fifty Thousand only)</td>
</tr>
</tbody>
</table>
| 2  | NABARD House, Bandra Kurla Complex, Mumbai |}
Care should be taken to submitting the price bid. Under no circumstances, delayed tenders will be accepted.

10. **12 April 2021** को **15.30** बजे उक्त पते पर निविदाकर्ता या उनके प्राधिकृत प्रतिनिधियों जो उपस्थित रहना चाहते हैं की उपस्थिति में तकनीकी बोलियां खोली जाएँ। मूल्य बोली बाद में खोली जाएँ और निविदाकर्ताओं द्वारा प्रस्तुत दर्शावेणी की संविधा के बाद मूल्य बोलियों के खोलने की तारीख के संबंध में अवगत कराया जाएगा। यह नोट किया जाए कि केवल उन निविदाकर्ताओं की मूल्य बोलियों के तिरफे खोले जाएं जिन्होंने प्राप्त-पूर्व मानदंड/ तकनीकी बूलियों में निर्धारित आवश्यकताओं का अनुपालन किया है। इस संबंध में बैंक का निर्णय अंतिम होगा। यदि निविदाकर्ता बैंक को संतुष्ट करने में असफल होता है तो बैंक निविदा अस्वीकृत करने और मूल्य बूली न खोलने का अधिकार सुरक्षित रखता है।

The Technical Bids will be opened on **12 April 2021 by 15.30hrs** at the above address in the presence of the tenderers or their authorised representatives who choose to be present. **Opening of Price Bid shall be done later which shall be intimated after scrutiny of the documents submitted by tenderers.** It may be noted that Price Bid envelopes shall be opened only in respect of those tenderers who have complied with the requirements as laid down in **Pre-Qualification criteria / technical bid.** The decision of the Bank in this regard shall be final. In the event of intending tenderer’s failure to satisfy the Bank, the Bank reserves the right to reject the tender and not to open the price bid.

11. यदि निविदाएं प्राप्त होने और खोलने की अंतिम तारीख को नाबाद के लिए अवकाश का दिन है तो निविदाओं की प्राप्ति और उन्हें खोलने का कार्य आगे कार्य दिन की समय और स्थान में परिवर्तन किए बिना किया जाएगा।

If the last date of receipt of opening of the tenders happens to be a holiday for NABARD, then the receipt and opening of the tenders shall be shifted to next working day without change of time and venue.

12. यदि कोई बोलीकर्ता निर्धारित आवश्यकताओं में परिवर्तन का प्रस्ताव देता है तो निविदा को स्वीकार नहीं किया जाएगा। नाबाद किसी भी निविदा को कोई भी कारण दिए बिना पूर्ण रूप से या उसके किसी भाग को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है। नाबाद न्यूनतम से किसी भी निविदा को स्वीकार करने के लिए बाध्य नहीं है। निविदाकर्ताओं को यदि आवश्यक हो तो दरों की संविधा के लिए दरों का विश्लेषण नाबाद को प्रस्तुत करना चाहिए।

The tender will be rejected if any bidder proposes any deviation from the prescribed requirement. NABARD reserves its right to accept or reject any tender, either in whole or in part, without assigning any reasons for doing so. NABARD does not bind itself to accept the lowest or any tender at all. Tenderer shall have to furnish Rate Analysis for the scrutiny of rates by NABARD, if required.

12 (i). जो निविदाएं नाबाद की सभी या किसी भी शर्त को पुरा नहीं करती हैं या किसी भी प्रकार से अपूर्ण हैं और निविदाकर्ता की अपनी विशेष शर्तों के साथ प्रस्तुत निविदाएं अस्वीकृत कर की जाएँ।

Tenders which do not fulfill all or any of NABARD’s conditions or are incomplete in any respect and tenders with the tenderer’s own special conditions are liable to be rejected.

**National Bank for Agriculture and Rural Development**

**विभाग नाम**

प्लॉट क्र सी-24, जी ब्लॉक, बॉण्डा-कूरला कॉम्प्लेक्स, बॉण्डा (पूर्व), मुंबई - 400 051। टेली.: +91 22 xxxx xxxx • फ़ैक्स: +91 22 xxxx xxxx • ई मेल: DPSP@nabard.org

**Department Name**

Plot No. C-24, ‘G’ Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051 • Tel.: +91 22 xxxx xxxx • Fax: +91 22 xxxx xxxx • E-mail: DPSP@nabard.org
12 (ii) supra. 

The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper at prevailing rates in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which bidders EMD may stand forfeited.

Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to the “Chief General Manager, Department of Premises, Security and Procurement, NABARD” who will review the queries as to their meaning should be reported in writing to the “Chief General Manager, Department of Premises, Security and Procurement, NABARD” who will review the queries and if information sought is not clearly indicated or specified, NABARD will issue clarifications to all the tenderers, which will become part of the Tender Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the tender documents or any doubts as to their meaning are not brought to the notice of NABARD before five working days prior to the date of submission of the tender.

Tenderers are advised to ensure strict observance of commercial aspect of the tender and note the following points:

I. **The Contract period will be from 1st July 2021 to 31 March 2022.** The same may be renewed for two more years (one year at each time) if services are found satisfactory as per mutual agreed terms and conditions. The renewal shall be on sole discretion of NABARD.

II. **Validity of offer will be for 90 days from the date of opening of price bids.**

III. **Supra.**
The EMD of successful tenderers (for each location / colony) shall be retained by NABARD towards Security Deposit (SD). The quantum of security deposit shall be 5% of the annual contract amount in respect of each location/colony. The successful tenderer has to submit the balance amount of security deposit within 10 days of issue of work order. Security Deposit will be refunded after the expiry of the contract period. SD will not bear any interest.

You may visit the colonies and to seek required clarifications, if any, you may also contact NABARD, DPSP (Premises Section), Ground Floor, A Wing, Bandra Kurla Complex, Bandra (E), Mumbai.

15. निविदा आमंत्रित करने के लिए दी गई यह सूचना (एनआईटी) निविदा दस्तावेज का एक भाग होगी।
This Notice Inviting Tender (NIT) shall also form part of the tender document.

16. 01 अप्रैल मार्च 2021 को 11.00 बजे तल मंजिल, ए गिंग, डीपीएसपी, नाबार्ड, बीकेसी, मुंबई पर प्री-बिड बैठक का आयोजन किया गया है। आप कार्य के दायरे को समझने और यदि किसी स्पष्टीकरण की आवश्यकता है तो उसके लिए कार्यस्थल का दौरा करने के बाद बैठक में उपस्थित रहें।
A pre-bid meeting has been arranged on 01 April 2021 at 11.00 Hrs in Ground Floor, A Wing, DPSP, NABARD, BKC, Mumbai. You may attend the meeting after understanding the scope of work and visiting the sites to seek required clarification, if any.

17. निविदाकर्ता किसी अन्य स्पष्टीकरण के लिए 022 2653 9017 और 022 2653 9154 पर कार्यालय समय के दौरान संपर्क कर सकते हैं।
For any further clarification, the applicant may contact on 022-2653 9017 and 022-2653 9154 during office hours.

भवदीय/ Yours faithfully

Sd/-
(एम के गुप्ता/ M K Gupta)
उप महाप्रबंधक/ Deputy General Manager
संलग्न: निविदा दस्तावेज/ Encl: Tender Document
Tender
For
Annual Maintenance Contract
for
Housekeeping services at
NABARD’s Head Office Building and NABARD House
Residential Colony in Mumbai
for the period 01.07.2021 to 31.03.2022

Department of Premises, Security and Procurement,
NABARD Head Office
Gr. Floor, A Wing, C-24, G Block,
Bandra Kurla Complex, Bandra (E)
Mumbai – 400051
dpsp@nabard.org

<table>
<thead>
<tr>
<th>Date of issue of tender document</th>
<th>15:00 hrs on 22 March 2021</th>
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</thead>
<tbody>
<tr>
<td>Date of pre-bid meeting</td>
<td>11:00 hrs on 01 April 2021</td>
</tr>
<tr>
<td>Due date for submission of tender</td>
<td>15:00 hrs on 12 April 2021</td>
</tr>
<tr>
<td>Date and time of opening technical bids</td>
<td>15:30 hrs on 12 April 2021</td>
</tr>
<tr>
<td>Earnest Monet Deposit</td>
<td>Rs.50,000/-</td>
</tr>
<tr>
<td>Security Deposit</td>
<td>5% of Annual Contract Amount</td>
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<tr>
<td>• Integrity Pact (Format – to be executed on Rs. 200 non judicial stamp paper)</td>
</tr>
<tr>
<td>• Tender Notice (Pre-Qualification Criteria &amp; Format of Technical Information on Prequalification Criteria from the Tenderer)</td>
</tr>
<tr>
<td>• Letter of Undertaking from the Tenderer</td>
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<tr>
<td>• General Terms and Conditions</td>
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<tr>
<td>• Instructions to the bidders</td>
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<tr>
<td>• Scope of Works</td>
</tr>
<tr>
<td>• Special Conditions of the Contract</td>
</tr>
<tr>
<td>• Safety Code</td>
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<tr>
<td>• Articles of Agreement (Draft)</td>
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</tbody>
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<tr>
<th>PART II (Price Bid)</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Price Bid</td>
</tr>
</tbody>
</table>
PRE CONTRACT INTEGRITY PACT

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

Between

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s 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).

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)

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

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

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

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

Section 6 – Equal treatment of all Bidders

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

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s)

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

Section 8 – Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Independent External Monitor 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 500017, Telengana.

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

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

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

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

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit 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 Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of
this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

**Section 10 – Other provisions**

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

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

Place

Date

Witness 1:
(Name &Address)

Witness2:
(Name &Address)
PRE-QUALIFICATION CRITERIA

1. The Tenderer should have a minimum experience of seven (07) years of working with nature of works as briefly mentioned below.

A) House Keeping / Sweeping & Cleaning:
   (1) Sweeping & cleaning of open space & common areas in the office buildings and residential Colony/ies.
   (2) Collection and segregation of the household waste (wet and dry waste) everyday.
   (3) façade glass cleaning, external window cleaning
   (4) cleaning/deep cleaning of flats, toilets and bathrooms, etc.

2. The Contractors who are registered with any Govt. / Semi-Govt. / Govt. Undertakings / Autonomous bodies / Corporate Sector and having experience of executing above types of works under AMC contract may apply with detailed certificates / credentials to the Chief General Manager, NABARD, DPSP, Plot No. C/24, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400051. The prescribed form can be downloaded from ‘Tenders’ page of our web site, www.nabard.org and https://nabard.eproc.in.

3. The contractors should meet following qualification criteria:
   (3.1) Minimum 7 years experience (as on 31.12.2020) in the field of Housekeeping Contracts, which include all the activities as listed in point no. 1 and should have at least one of the qualifying works carried out for Public Sector Undertakings (PSUs)/Banks/Govt. Office.
   (3.2) The bidders should have carried out similar works during last 7 years (ending 31.12.2020) with annual contract value (costing individually) not less than the amount as given in following table: (Rs. Lakh)

<table>
<thead>
<tr>
<th>SN</th>
<th>Experience Criteria</th>
<th>NABARD Head Office Building and NABARD House</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 similar work during last 7 years (ending 31.12.2020) with annual contract value (costing individually) not less than Rs. &gt;&gt;&gt;&gt;</td>
<td>152.00 Lakh</td>
</tr>
<tr>
<td></td>
<td>OR</td>
<td>OR</td>
</tr>
<tr>
<td>2</td>
<td>2 similar works during last 7 years (ending 31.12.2020) with annual contract value (costing individually) not less than Rs. &gt;&gt;&gt;&gt;</td>
<td>95.00 lakh</td>
</tr>
<tr>
<td></td>
<td>OR</td>
<td>OR</td>
</tr>
<tr>
<td>3</td>
<td>3 similar works during last 7 years (ending 31.12.2020) with annual contract value (costing individually) not less than Rs. &gt;&gt;&gt;&gt;</td>
<td>76.00 Lakh</td>
</tr>
</tbody>
</table>

“Note: to obtain the realistic value of work during the previous years, cost index @5% per year per work shall be added over the actual cost of executed works to calculate the value of works as on 31.12.2020.”
4. The tenderers should have Annual Turnover of **Rs. 57.00 lakh** (Rs. Fifty Seven Lakh) during the last three years ending 31 March 2020 supported with audited balance sheet or a registered Chartered Accountant certified statement of accounts.

5. Should have their own office within the city / suburban areas of Mumbai, Navi Mumbai, Thane. If the contractor belongs to other city, a detailed write up on execution arrangements shall be submitted by the tenderer.

6. Tender shall be accompanied by a copy of each of the documents like,
   a) Articles of Association/Memorandum of Association/ partnership deed/ any other relevant document showing composition of the firm,
   b) List of eligible work executed during last seven years,
   c) PAN, GSTN Registration
   d) Employee State Insurance Act registration,
   e) PF registration,
   f) Particulars of bankers & Bank account details.
   g) Details of work experience shall be supported by work orders and corresponding completion certificates.
   h) The client-wise names of similar work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished in the prescribed format.
   i) Details of works on hand
   j) Latest audited final accounts of the business of the contractor duly certified by a Chartered Accountant/certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.

If required, original certificates shall be produced for verification by the tenderer and will be returned after verification.

7. The tenderers should have applicable Tax registrations (PAN, GSTN TIN, TAN, etc.) and also registration with Provident Fund, ESIC, etc., supported with documentary evidence and licenses, permissions, approvals issued by Labour enforcement and other statutory authorities, wherever applicable.

8. Tenderers should have a current bank account with a scheduled commercial bank.

9. 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.

10. Intending applicants are required to furnish details about their firm/organization, experience, competence, etc.

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

12. 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.

13. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies.
14. The firms which do not fulfil prequalification criteria shall not be considered for selection and award of work.

15. The staff deployed by the firm at site should have adequate experience and knowledge in their respective works.
FORMAT OF TECHNICAL BID

(a) Name of the firm and Composition of the Firm
(Full particulars (whether the Tenderer is an individual / partnership firm / company etc.) of the composition of the firm of Tenderers in detail should be submitted along with the name(s) and address(es) of the partners, copy of the Articles of Association / Power of Attorney / any other relevant document.)

(a.1) Registered Head Office Address

(a.2) Local Office Address

(a.3) Year of establishment

(b) Work Experience
(Details of work experience as per the requirements in the pre-qualification criteria supported by work orders indicating the value & general specification of work, No. of persons to be engaged as per agreement, other documents and certificates. The details along with documentary evidence of previous experience, if any, of carrying out works for NABARD / RBI / Public sector banks / Government department / Semi Govt. department / Other Public Sector Undertakings / private banks / Private sector / housing societies at any other centre should also be given.)

(c) Credit worthiness of the Tenderer & Turn Over during the specified period
(Copies of IT deposit certificates (such as copy of deposited Form 16 or any such other certificate) along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed in proof of their credit worthiness and Turn Over for the last three years ending 31.03.2020.)
(d) Name(s) and address(es) of the Bankers and their present contact executives
(Written information about the names and address of their bankers along with full details like names, postal address, e-mail IDs, telephone (landline & mobile No.s), Fax No. etc of the contact executive (i.e. The persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.)

(e) Details of Bank accounts
(Full particulars of their bank accounts, account No., type of account, account opening date etc. should be furnished.)

(f) Name(s) and address(es) of the Clients and their present Executives
(Written information about the names and address of their clients along with full details like names, postal address, e-mail IDs, telephone (landline & mobile No.s), Fax No. etc of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed) should be furnished.)

(g) Details of the completed works
(The client wise names of work(s), year(s) of execution of work(s) awarded and actual costs of executed works, names and full contact details of the officers / authorities / departments under whom the works(s) was / were executed should be furnished.)

(h) Details of persons engaged
(The Tenderer should furnish the no. of persons engaged by him for each of his clients with details of qualification of each person and details of job assigned to him / job handled by him.

(i) Litigation & civil suits
(The Tenderer should furnish details of his involvement in any type of litigation with any of his present or
past clients. He should also furnish the details of any civil suits pending against him or his workmen in any court of law.)

(j) Whether registered with the Registrar of companies/Registrar of firms. If so, mention number and date and attach a copy of registration.

(k) **Details of Registration with Provident Fund and ESIC**

(l) Whether registered for GSTN/service tax purposes. **If so, Also furnish relevant copies.**

(m) Whether registered in the panel of other banks and other financial institutions and if yes, furnish the details of registration viz. names, category and date of registration, etc.

Signature of the Tenderer / Authorized person on behalf of the Firm / Organization

(Authorisation letter/power of attorney to be enclosed)

Place :

Date :
Information on Pre-Qualification Criteria
(To be submitted in Tenderer’s own Letter head)

No. ............................

Date: ............................

To

The Chief General Manager
National Bank for Agriculture and Rural Development
Department of Premises, Security & Procurement, Head Office
Plot No. C/24, 'G'-Block
Bandra-Kurla Complex, Bandra (East),
Mumbai - 400051

Dear Sir,

Prequalification of contractors under Housekeeping Annual Maintenance Contract for NABARD’s Head Office Building and NABARD House, BKC, Mumbai for the period 01.07.2021 to 31.03.2022.

With reference to your advertisement in the Newspaper on 22 March 2021, I / We offer our services as AMC contractor for Housekeeping works in NABARD's Head Office Building and NABARD House, BKC, Mumbai.

We understand that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor.

We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of price bid of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the earnest money valid during the entire period of validity of tender.

All the desired information in the prescribed format i.e., format of technical bid, documents and certificates as required by you, are enclosed herewith for your perusal.

Thanking you.

Yours faithfully

(Signature of Authorized person on behalf of the Firm / Agency / Tenderer)

(Tenderer’s Seal)
Letter of Undertaking from the Contractor

The Chief General Manager  
Department of Premises, Security and Procurement  
National Bank for Agriculture and Rural Development  
Plot No. C-24, 'G' - Block  
Bandra Kurla Complex  
Bandra (East)  
Mumbai - 400 051

Dear Sir,

Annual Maintenance Contract for Housekeeping services at NABARD’s Head Office Building and NABARD House, BKC, Mumbai for the period 01.07.2021 to 31.03.2022.

1. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the Tender invited by you.

2. I / We have visited the site, examined the scope of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.

3. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Bill of Quantities in all respects as per the Specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.

4. I / We agree to deposit interest-free EMD along with tender’s technical bid by Demand Draft / Pay Order payable at Mumbai in favour of NABARD.

5. I / We agree to deposit all taxes, levies, Cess etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. I/We agree to pay all Government (Central and State) Taxes such as Income Tax, Surcharge, Cess, GST, etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same. Rates are inclusive of all taxes and valid for the currency of the contract. Even if the contracts are extended, the rates will be not be changed by us.

6. I /we further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted.

7. The rates quoted by me/us, excepting for the items where payment is for supply of skilled/semi-skilled/unskilled labour, are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever for the captioned period. The payment of items in respect of skilled / semi-skilled/ unskilled labour will be revised as per the periodical revision in minimum wages published by State / Central Govt. from time to time.

8. I / We hereby certify that all the statements made and information supplied in the tender document and accompanying statements are true and correct.

9. Should this Tender be accepted, I / we hereby agree to abide by and fulfill all the Terms and Conditions and Provisions of the Contract Document.

Sign and seal of tenderer
Name of the person authorized to sign and submit the tender:
(I) __________________________
(II) __________________________

(Documentary proof in respect of Letter of Authority/Power of Attorney to be enclosed along with the Tender).

Yours faithfully

(Name and signature of the tenderer)

Place:
Date:
CLIENT’s CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

Give details of the similar type of Housekeeping AMC work (satisfying the requirements mentioned in the Tender notice) completed during the last seven years in the following Proforma (separate form for each work).

Name & address of the Client: *(to be submitted on Client’s letterhead)*

Details of Works executed by M/s:

1. Name of work with brief particulars:
2. Agreement No. and date:
3. Agreement/Contract amount:
4. Date of commencement of work:
5. Stipulated date of completion:
6. Actual date of completion:
7. Details of compensation levied for delay (indicate amount) if any:
8. Gross amount of the work completed and paid:
9. Name and address of the authority under whom works executed:
10. Whether the contractor employed qualified / experienced supervisor during execution of work?
11. Quality of work (indicate grading) Outstanding/Very Good/Good/Satisfactory/poor
12. Amt. of work paid on reduced rates, if any.
13. Did the contractor go for arbitration?
   i) If yes, total amount of claim:
   ii) Total amount awarded:
14. Comments on the capabilities of the contractor.
   a) Technical proficiency: Outstanding/Very Good/Good/Satisfactory/poor
   b) Financial soundness: Outstanding/Very Good/Good/Satisfactory/poor
   c) Mobilization of manpower: Outstanding/Very Good/Good/Satisfactory/poor
   e) General behaviour Outstanding/Very Good/Good/Satisfactory/poor

Note: All columns should be filled in properly

Signature of Reporting Officer* with Office seal

*Officer of the rank of executive officer or equivalent
1. PREPARATION OF THE BID DOCUMENTS THROUGH e-TENDERING

Selection will involve following stages before issuance of letter of appointment. i) upload of e-Tender ii) receipt of e-bids/e-tender iii) opening of technical bids iv) opening of financial bids v) award of contract

3.2. Bid will consist of two parts i.e. Technical Bid and Financial Bid. Bid will be submitted in 3 files:

a) File 1: i) Copy of Bank Statement for Earnest Money Deposit (EMD) of Rs. 50,000/- will be submitted online to NABARD -A/c No. NABADMN07, IFSC Code: NBRD0000002. The file should contain a receipt in this regard ii) duly signed integrity pact as per format enclosed. (to be uploaded along with EMD) b) File 2: Technical bid, duly completed in all respects and signed, to be put into File No. 2 . This file should be named as “Technical Bid”. c) File 3: Fully completed and signed Financial bid (Annexure B) to be put into File No. 3. This file should contain Financial Bid only and it should be named as "Financial Bid"

The bids, which are not named as mentioned above, are liable to be rejected. If for any reason, it is found that the Technical bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is swapped in the file marked “Technical Bid”, the Bid document will be summarily rejected in the first instance itself. 3.5. Bids, which are not named/marked, may not be considered.

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

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

4. Rates 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.

5. **Security Deposit**: The quantum of security deposit shall be 5% of the annual contract amount. The EMD of successful tenderer shall be retained by NABARD towards Security Deposit (SD). The successful tenderer has to submit the balance amount of security deposit within 10 days of issue of work order. Security Deposit will be refunded after the expiry of the contract period after ensuring that contractor has completed all contract obligations. SD will not bear any interest.

6. 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.

7. **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/Site Supervisor 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.

8. 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.

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

10. 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.

11. 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.

12. 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.

13. 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.
14. The contractor shall pay the personnel deployed in NABARD premises, their wages in accordance with the **Minimum Wages Act, 1948** on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed by them in NABARD.

15. 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 fulfill 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.

16. 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 following requisites are to be fulfilled by the contractor:

- Time schedule of works
- Presence of required number of the persons at the site as per contract
- Maintain desired quality of the work as per specification

**The penalties for not complying with the above are indicated in Special Conditions of contract.**

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

18. **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 – II; submitted by the contractor. Bank will ascertain whether the contractor will be able to pay the minimum wages and other components from Annexure II.

19. 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.
20. 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 Center 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.

21. **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 as under relevant law.

22. 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.

23. 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.

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

25. 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.

26. 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 behavior / 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.

27. 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.
28. 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 Mumbai.

(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.

29. 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.

30. 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.

31. 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.

32. **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.

20

Sign and seal of tenderer
33. The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD’s residential/Office premises.

34. 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/Engineer, if required.

35. **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.

36. 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.

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

38. On site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of the NABARD. NABARD will not be responsible for Contractor’s materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD. If any statutory charges are required to be paid for erection of sheds, the same should be borne by the Contractor.

39. 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 scaffolding, 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.

40. **For facade cleaning in HO building & NB House, nothing extra will be paid for Jhulla, scaffolding etc.**

41. 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.
42. 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.

43. 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 liaisoning 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.

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

45. 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 14 days from the date of issue of work order failing which bidders EMD may stand forfeited.

46. 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 Tenderer :
Name and Seal :

Place :
Date :
Address :
National Bank for Agriculture and Rural Development

Annual Maintenance Contract for Housekeeping Services at NABARD’s Head Office Building and NABARD House colony
for a contract period from 01.07.2021 to 31.03.2022

INSTRUCTIONS for filling the tender

1. All the pages of the Tender Document shall be signed by the Tenderer.

2. NABARD takes no responsibility for delay / loss in post or non receipt of Quotations / Tender Documents.

3. The bidder shall submit two separate E-bids for the work - Technical Bid and Financial Bid. The same can be downloaded from the website of https://nabard.eproc.in, www.nabard.org and CPP Portal. Tenders may be submitted online not later than 15:00 hours of 12 April 2021. Tenders received after stipulated date/ time shall not be entertained. Technical Bids shall be opened online on 15:30 hours of 12 April 2021PM at the Office of the Chief General Manager, Department of Premises, Security and Procurement, National Bank for Agriculture and Rural Development, Plot No.C-24, ‘G’ Block, Bandra-Kurla Complex, Bandra (East), Mumbai : 400 051) in the presence of the Bidders and / or their representatives who choose to be present. Revision in date and time, if any, would be conveyed.

4. The Financial Bid of only those bidders, who fulfill the technical bid requirements, will be opened. The Financial Bid shall be opened at a later date after the detailed evaluation of Technical Bid. The date of opening of Financial Bid shall be intimated to the technically qualified bidders only.

5. Bids submitted by unauthorised agents and FAX / Telegraphic/ offline bids shall not be entertained / considered.

6. Rates should include all items pertaining to the housekeeping works as mentioned in the tender and unless the same is done to the satisfaction of the NABARD's Engineer/ACTs, the bill will not be accepted.

7. The rate should include the discount (if any) also. There is no question of extra payment above the quoted rate under any circumstance for the tender item. In case of any variation in quantity or value, the same will not be made a matter of dispute by the Bidder / Tenderer.

8. The Contractor shall make necessary arrangement for watch and ward of his materials at his own risk and cost.

9. If last date of receipt of Tender and opening date is any holiday, then submission and opening of Tenders / Quotations shall be shifted to next working day without change of time and venue.

10. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the
Tender shall not be entertained. Conditional / Deviational Tenders may be rejected without making any reference to the Tenderers.

11. Rates should be filled in the Tender neatly and no overwriting shall be made. Corrections, if any shall be authenticated by subscribing signature of the tenderer. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.

a) When there is a difference between the rates in figures and in words the rate that corresponds to the amounts worked out by the Contractor shall be taken as correct.

b) When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.

c) When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.

12. No advance shall be paid towards mobilisation and cost of materials.

13. (a) NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Contractor. No compensation shall be admissible for any loss suffered by the Contractor during the execution of the work. It shall be the Contractor's sole responsibility to protect NABARD's staff and his employees against accidents from any cause and he shall indemnify NABARD against any claims for damage on account of injury to person or property, resulting from any such accidents with necessary Insurance cover.

(b) 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 take necessary Insurance cover at his cost for his persons employed at site. The contractor should arrange to obtain necessary insurance cover (Workmen compensation policy and Contractors All Risk Policy) for the work at his cost and should be responsible for the safety of persons, employed by him. The Contractor shall be fully responsible and shall compensate NABARD with suitable Insurance cover in the event of any damage to 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 insurance policy may be obtained in the joint name of NABARD (to be appeared first) and the contractors respectively for the insured amount to the amount of at least 1.25 times of the tender amount and the original Insurance policy may be deposited in NABARD. In case, no insurance policy furnished before commencement of the work, NABARD will take the policy on behalf of the contractor and recover the amount of premium, interest on premium etc. from them. The decision of NABARD in this regard shall be final and binding. The insurance policy shall be work and site specific.

c) Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.

14. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and
Regulations in force. The contractor undertakes from the date of allotment of tender, at all times and from time to time to remain solely responsible to defend NABARD and to hold and keep NABARD and its officers harmless and indemnified against all actions, costs, expenses, damages, claims, suits or demands, or any loss or liabilities of whatsoever nature arising directly or indirectly and also for and against all or any action whether by way of labour or legal proceedings or otherwise which may be brought against the NABARD by any of the person employed by contractor or any other authority, arising out of execution of the contract including claims for all damages, costs, charges, expenses which NABARD may incur in respect thereof.

15. The Contractor shall monitor the on-going works or satisfactory completion of works or redressal of complaints through his staff.

Notwithstanding anything stated above, NABARD reserves the right to assess the Tenderer’s capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.

16. The decision of NABARD in awarding the work shall be final.

17. NABARD reserves the right to accept / negotiate / reject any Tender either in whole or in part without assigning any reasons therefor whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and undisputable.

18. NABARD also reserves the right of supersession of any of the conditions stipulated in the Tender Document.

**DECLARATION BY THE CONTRACTOR**

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

Place : 
Date : (Signature of the Tenderer)
Address : Name and Seal :

Sign and seal of tenderer
1. Details of Key Administrative Personnel:

<table>
<thead>
<tr>
<th>SN</th>
<th>Name</th>
<th>Designation</th>
<th>Qualification</th>
<th>Professional Experience</th>
<th>No. of years associated with the firm</th>
</tr>
</thead>
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2. Details of tools, equipment with the tenderer keeping in view the scope of works in the tender.
(A) Scope of housekeeping works in Residential Colony

Part I: Cleaning of Open Spaces:
The work should be carried out in such a way as to maintain high standard aesthetic and hygienic conditions in the colonies.

a) Daily sweeping of the common areas within the buildings, open spaces (including lawns & gardens), pathways, passages, stilts, parking areas, pump rooms, head rooms without any dirt or dust including unwanted material thrown by the residents. Any portion of the colony falling under common area shall be considered for sweeping / cleaning as per the requirement.

b) Daily collection of garbage (wet & dry separate) from all the flats at regular time schedule for each building (Time schedule to be fixed in consultation with CT/ ACT of the colony). Contractor should keep the residents of the respective building/s informed about the collection timings and timings should not be changed at any point unless advised to all residents. Any change in this regard should be authorized by the ACT/CT in the colony and disposing the garbage at a location as designated/approved by BMC or the same in BMC Dustbin. The items which are not taken away by BMC should be stored at a designated place as per the instructions.

c) The garbage may be segregated (wet and dry) / or the segregated garbage may be kept separately as per BMC norms, if required, so that the same can be lifted by BMC.

d) Daily cleaning and mopping of Dispensary, Community Hall, ACT’s room, Sports Club room, Security Guard rooms, Gymnasium, including fans, geysers, furniture, toilets, bathrooms, doors and windows, lights, etc. in these places.

e) Daily cleaning and mopping of the entrance passage (including letter boxes and name boards) at ground floor, staircases and passages at all floors in all buildings (including granite/Tile cladding on the walls).

f) Daily cleaning of Lift cars with wet cloth and removal of dust etc. from the floor, walls and bottom channel of Lift gates at each floor with brush, etc. Care should be taken that lift gates do not malfunction on account of presence of dust or similar material.

g) Weekly cleaning, washing and Sweeping of stilts, head rooms with required detergent.

h) Daily sweeping of internal developed Children parks daily, cleaning the benches in the garden, removal of stones, etc..

i) Monthly cleaning of the terraces, common area doors, Lift rooms & top of parapets by removing algae deposits, silt/dust, weeds, shrubs, etc. Special care should be taken
during the rainy-season to avoid water logging on account of non-cleaning. The periodicity will not be considered as a constraint in these type of works.

j) **Periodic** removal of plants/shrubs as and when required from the outer walls/parapet/chajjas, etc. of the buildings and preventive measures for stopping the growth of such plants.

k) **Monthly** sweeping, mopping and cleaning of all vacant flats. The same should be got certified by the ACT.

l) **Monthly** - Removal of cobwebs from the staircases, passages, cleaning of pipes/conduits, windows in the staircases, etc.

m) **Quarterly** cleaning & washing of the paver blocks in common area so that the area is free from dust, algae deposits to avoid slippery surfaces, especially during rainy season using bleaching powder. Special attention should be given to the entrance areas all the time.

n) Keep all the Open/ Storm water drain/pipe clean, such that water flow is free without any blockage or stagnation.

o) All other works relating to the maintenance including sweeping, washing and cleaning, etc. as NABARD may specify from time to time.

**Part II: Cleaning of Toilets and Bathrooms :** Once in week in occupied flats (Cleaning material to be supplied by the Bank). This work will be carried out by the regular sweepers. The work includes all activities required for cleaning.

**Part III: Special cleaning works in the flats**

a) Cleaning of entire flat, including fans, geysers, furniture, toilets, bathrooms, doors and windows, lights, etc. of Dispensary, ACT’s room, Sports Club room, Security Guard rooms, Gymnasium, Terrace of each building including removing the deposits near rainwater pipe entry.- **Daily**

b) Cleaning of inaccessible spots in the colony.

c) Cleaning of toilets and bathrooms in all VOFs of the colonies- **Weekly**

d) Cleaning of ceiling fans, lighting fixtures, chandeliers, exhaust fans, geysers, glass mirrors, cupboards (outside), wooden windows and grills, etc. with soft cloth in all the flats of the colonies.- **Quarterly**

e) Cleaning of basins and glass louvers using approved cleaning material- **Quarterly**

f) Cleaning the kitchen platform including modular furniture and storages- **Quarterly**

g) Cleaning of sliding windows (both from inner and outer side including jhoola if required), window panes, grills, balcony railings, doors, ventilators, name plates (with Brasso), sign boards and letter boxes- **Quarterly**

h) Carefully removing nylon mesh (netlon) from the windows/ventilators, washing the same with detergents and fixing at the same place. Due care should be taken that the netlon is not damaged in the process.- **Quarterly**

i) Removal of cobwebs from wall, ceiling, pelmet and inaccessible spots by broom, etc.- **Quarterly**
j) Thorough sweeping, mopping and cleaning works in the flat after carrying out the above cleaning works. - **Quarterly**

k) Cleaning of toilets and bathrooms including basins and glass louvers using approved cleaning material

l) Cleaning the kitchen platform including modular furniture and storages

m) Cleaning of sliding windows (both from inner and outer side including jhoola if required), window panes, grills, balcony railings, doors, ventilators, name plates (with Brasso), sign boards and letter boxes.

n) Carefully removing nylon mesh (netlon) from the windows/ventilators, washing the same with detergents and fixing at the same place. Due care should be taken that the netlon is not damaged in the process.

o) Removal of cobwebs from wall, ceiling, pelmet and inaccessible spots by broom, etc.

p) Thorough sweeping, mopping and cleaning works in the flat after carrying out the above cleaning works.

The work shall be carried out in proper workmanship manner as directed by the Bank. The Contractor has to take the signature of the residents as token for work done in their flat etc. all complete as directed. The work to be done in following type of flats (along with periodicity).

<table>
<thead>
<tr>
<th>SN</th>
<th>Staff Quarters</th>
<th>Type of flats</th>
<th>No of flats</th>
<th>Periodicity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NABARD House</td>
<td>3 BHK</td>
<td>11</td>
<td>Quarterly</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4 BHK</td>
<td>6</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The above number of flats do not include vacant flats/community hall/Gymnasium/Dispensary/flats occupied by other institutions, etc. which are covered under different categories and will not be considered for complete flat cleaning. Payment for cleaning of flats will be done only for the number of occupied flats actually cleaned.

The cleaning materials for this work will be provided by the Bank.

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**B: Scope of Housekeeping work in Head Office Building**

i. Cleaning of all toilets - both ladies and gents and passage outside the toilets including sweeping / mopping / wet-cleaning of floors, clearing and cleaning of litter bins, cleaning of mirrors, etc. – **Minimum Four times daily and more as per requirement**

ii. Cleaning (sweeping/mopping) of the passage outside the toilets – **Four times daily**

iii. **Daily** Sweeping of all staircases and mopping/wet-cleaning/scrubbing

iv. Removal of waste paper from all floors to basement area - **Daily**

v. Cleaning of roof terrace and terrace on 2nd floor / 1st floor / 8th floor -- **Weekly**

vi. Cleaning of solar panels - **Weekly**

vii. Cleaning of upper and lower basements -- **daily sweeping and weekly washing**
viii. Sweeping of open compound area and pedestrian strip outside the building -- **daily**

ix. Cleaning of the auditorium -- **fortnightly**

x. **Monthly** washing of Staircase Headroom Structures in the open area, staircases from basement to ground floor, exhaust structures (mushroom structures in open area), ramp retaining walls and plinth protection pathways around the building.

xi. Cleaning as per the need in all above places. No extra payment will be made for the same.

xii. Any other cleaning works in the office building as per the instructions of engineer / ACT / CT.

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**(C) Facade and window Cleaning for HO Building, BKC, Mumbai and NABARD House, BKC (To be done through a specialised and reputed agency)**

The Facade Glass including windows Cleaning Work has following Scope of works:

1. The Contractor has to engage trained operatives for facade glass cleaning works as the buildings high rise buildings. The necessary supervision arrangements shall be made during executing of work.

2. **The work involves cleaning of all exterior glasses (including those of windows of the entire building) internally as well as externally.** In the BOQ, the approx. external area is mentioned and the lump sum payment will be made on the basis of this mentioned area instead of paying on actual measurement. The glass area is around 2000 Sq M. in respect of HO building and 150 sq m in respect of NABARD House, BKC.

3. All the windows glasses for the entire office building (which are many in number) are to be cleaned in the office building.

4. The contractor has to provide all the cleaning tools and required chemical compound. The contractor will arrange for all jhulla and abseiling kit, etc., for cleaning the external faces of the glasses.

5. The contractor will provide and use good quality chemical compounds as approved by NABARD to ensure that all the moss and dirt deposits are cleaned thoroughly. The period/ time of cleaning will be decided by NABARD.

6. The works shall be carried out **four times in one year.** The contractor will strive to remove the dry water marks, silicone sealants marks etc.

7. After completion of the work, the contractor will remove all tool, tackles, compound etc. from the site.

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**(D) Floor scrubbing Machines / tools required for cleaning**

Contractor has to provide/arrange for and operate adequate number floor scrubbing machines, vacuum cleaners, scrubbing tools, etc. for cleaning of the areas as per the requirement or as per the directions of the engineer /ACT/CT. The maintenance of these
machines will be done by the contractor and no extra payment will be made to the contractor on this account. Tenderer may take into this factor while quoting the rates.

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**Important instructions:**

a) The housekeeping staff shall be responsible for cleaning of the washrooms/toilets to ensure that the same is spic-and-span.

b) Sweeping and mopping would automatically include cleaning cobwebs, tiles flooring, wall tiles and skirting in the said areas.

c) Cleaning all niches and portions under windows and shelves of the washrooms.

d) Cleaning of Windows & Doors, Glasses internally every day & externally once in three months. (Approachable height)

e) Washing of toilet floors and tiles with suitable ceramic tiles cleaning chemicals every day.

f) Cleaning of washbasin and W/C from inside and out with specified chemicals and soap **Four times** during their shift and whenever else need arises.

g) Keeping the passage clean at all times even if it means cleaning repeatedly.

h) Pick up any litter lying around the washrooms of the Bank premises.

i) Any damage or theft of fittings/fixtures will be brought to the notice of the caretaker/security officer immediately.

j) Over and above the activities mentioned above, if any further work will be done as and when required as per the instructions of the Concerned Authorities.

k) Permanent kind of stains inside the bathroom can be cleaned with the help of stain removers for which the contractor may demand relevant stain remover from the Bank.

**Special Instructions for all housekeeping works.**

i. You will provide sweepers, both male and female workers, whose identity is duly verified by the Police, to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank.

ii. The manpower provided by you shall be available from 07.00 Hrs. to 1600 Hrs. and/or from 11.00 AM to 08.00 PM as required. The deployment of manpower may be flexible and could be changed depending upon the work.

iii. You will provide substitutes in case of absentees. **Penalty will be imposed in case of absences as given in the special terms and conditions of the contract.** Contractor may take all necessary measures so that the work do not suffer on account of the absence of its staff and to avoid penalty.

iv. The rate quoted by you for the housekeeping work will include the cost of manpower only (except in case of façade cleaning).

**The necessary cleaning materials / chemicals will be provided by the Bank.**
v. All housekeeping staff must be suitably trained with experience in a similar building to perform duties entrusted to them, and must be in proper uniform at all times. The staff must be polite and may be trained for the behaviour in the office.

2. Bank will supply the wheel burrow and hand cart for carrying the collected waste/garbage etc.

3. NABARD shall not be responsible to your workers in any manner whatsoever. The behavior of the workers will be polite and no complaint in this regard shall be entertained. Contractor shall be responsible for any complaints in this regard.

4. NABARD will reserve its right to recover the loss of damage from you, if any, caused by your works during the period of performance of the work from any amount payable to you or otherwise NABARD’s decision in this regard shall be final.
SPECIAL CONDITIONS OF THE CONTRACT

1. If a bidder / tenderer quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered”.

2. 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.”

3. The appointed contractor is required to generate End of the Day (EoD) reports on status of works, labour deployed, etc. to the concerned officer of the Bank.

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

5. 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>

6. The responsibility of engaging and maintaining sanctioned strength of housekeepers lies with the Contractor in view of timely attention and completion of the routine works within the given time frame. In case of non-attendance or non-timely attendance or below-standard carrying out of any work by the contractor, the Bank shall get the work satisfactorily carried out through its other agencies at the risk and cost of the contractor. Apart from making payments to the said other agencies from the dues of the contractor, the Bank shall also levy a penalty of 15% of all such payments made to other agencies.

7. **Penalty clause:** In case of absence of workers (minimum specified in the BOQ), the amount will be deducted as below.

   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.
**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.

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

9. 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.

10. In case the Contractor is asked to remove the garbage that has been collected on account of other activities not belonging to contractor, the removal charges shall be paid separately.

11. NABARD reserves 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 / Colony (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 :
(Address)

(Signature of the Tenderer)

Name and Seal :
SAFETY CODE

The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilised dressings and cotton wool.

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

No portable single ladder shall be over 8 metres in length. The width between the side rails shall not be less than 30 cm. Clear and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.

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.

A penalty of Rs. 1,000.00 shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of Rs. 2,000.00 shall be levied if violation is repeated.

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.

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 Housekeeping AMC works in the entire Office premises / Colony (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.

Place :
Date : (Signature of the Tenderer)
Address : Name and Seal :

Sign and seal of tenderer
Annexure

Annual Maintenance contract for Housekeeping

Report in respect of the maintenance works carried out at the site and to be submitted along with the bill by the contractor

Name of the office / colony: ..............................................

(i) Daily Works:

<table>
<thead>
<tr>
<th>SN</th>
<th>Nature of work</th>
<th>Date/s</th>
<th>Sign of ACT</th>
<th>Sign of Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Common area cleaning including gardens</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Collection of garbage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Cleaning and mopping of dispensary, community hall, Gymnasium, Security Rooms, ACT Office</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Cleaning and mopping of Building entrances, all staircases</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Cleaning and mopping of Lift car gates</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(ii) Periodical works

<table>
<thead>
<tr>
<th>SN</th>
<th>Nature of work</th>
<th>Periodicity</th>
<th>Date/s</th>
<th>Sign of ACT</th>
<th>Sign of Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Washing of stilt parking areas / other covered areas</td>
<td>Weekly</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Terrace cleaning</td>
<td>Monthly</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Lift Room cleaning</td>
<td>Monthly</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Vacant flat cleaning</td>
<td>Monthly</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Staircase windows, pipes, cobwebs</td>
<td>Monthly</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Paver Block washing</td>
<td>Monthly</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Façade Cleaning</td>
<td>Quarterly</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The proforma to be modified as per the site, scope of work and schedules thereof.
Annexure I

<table>
<thead>
<tr>
<th>Area /location</th>
<th>Supervisor (Skilled)</th>
<th>Open space cleaning +garbage collection (Unskilled)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>NABARD House, BKC (20 flats)</td>
<td>HO supervisor to attend</td>
<td>6</td>
<td>Common Supervisor for both sites</td>
</tr>
<tr>
<td>NABARD Head Office, BKC</td>
<td>2</td>
<td>44</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2</strong></td>
<td><strong>50</strong></td>
<td></td>
</tr>
</tbody>
</table>

Note: Out of 44 sweepers at Head Office, 14 shall be ladies sweepers.
**Annexure II**  
**Calculation Sheet**  
*(Per Month Calculation as per applicable category)*

To be enclosed with price bid/s only. The Annexure should be separate for each price bid.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Details</th>
<th>Unskilled (Rs.)</th>
<th>Skilled (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Minimum wages (as per Central Govt. or Maharastra State Govt. <strong>whichever is higher</strong>) inclusive of Special Allowance / VDA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>EPF (Employer portion)</td>
<td>..... %</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>ESI Contribution</td>
<td>..... %</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Bonus</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Other charges / other statutory payments ***</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td><strong>Sub Total (A+B+C+D+E)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Add Contractors Profit, Overheads, etc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H</td>
<td><strong>Total (F+G)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>GST</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J</td>
<td><strong>Grand Total (H+I)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

The filled Annexure II should not be enclosed in Technical bid.

*** - Bidder may specify particulars of the other statutory payments, if any. If the bidder doesn’t quote for the other statutory payments, then responsibility of such payments will be borne by the bidder himself and NABARD will not be responsible for the same and will not entertain any claims thereon in this regard.
PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the contractors/ service providers for effecting payment

Name and address of contractors/ service providers with phone nos.

Name of the account holder (As appearing in the Bank account)

Name of the Bank

Name of the Branch

Account number

RTGS/ NEFT/ IFS Code

Type of account (Savings, current, etc.)

PAN Number

GSTN Number

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.
Draft ARTICLES OF AGREEMENT
On Non-judicial stamp paper

AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

THIS AGREEMENT is made at Mumbai on this ...... day of _______ 2015

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, 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 Housekeeping, open space cleaning, garbage collection, flat / façade cleaning
Services (hereinafter referred to “the said works”) of its premises at NABARD Head Office
Building and NABARD House, Bandra Kurla Complex, Mumbai, 400051 (hereinafter
collectively referred to as “the said Premises”) for the period 01.07.2021 to 31.03.2022,
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 ………………2018, submitted its Tender for
undertaking the said works at the said Premises.

(3) NABARD, vide its Letters of Intent No. ……………….dated …….2018 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 31.03.2022 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. __________ for a period of one year to the Contractor for
carrying out the said works in the said Premises as per the details given in Annexure II. The
rate will remain fixed throughout the entire period of contract i.e. till 31.03.2019 and is

Sign and seal of tenderer
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.

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

2. The contract may be extended for further period/s after the expiry of the initial period i.e. 31.03.2022 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 inquiries 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 provided by the office every day during working hours.

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

7. The said works at the said Premises, which will be entrusted to the Contractor from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.

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

9. The Contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required for carrying out the said works in the said Premises in accordance with this Agreement. The Contractor shall also inform and assist NABARD in procuring any registration, permissions or approvals, which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act 1970 and the Rules and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Agreement.

10. All persons deployed by the Contractor in NABARD will be subjected to security check by the NABARD while entering and leaving the premises. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.

11. The Contractor shall attend to complaints relating to the said work received from the employees of the NABARD and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.

12. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.

13. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions/duties, or for payment towards any compensation.

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

15. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD. It will be the responsibility of the contractor for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.
16. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, and Sweater to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as 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 Officer-in-charge of Department of Premises, Security and Procurement, Head Office 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 Maharashtra/GoI, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.

27. The Contractor, as a taxable service provider, must be registered with Central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans should be serially numbered and it should contain the Name and address of Service Provider & Service Receiver, Description of service, etc.

28. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are released before the 7th day of the following month in the presence of NABARD’s representative, irrespective of receipt of payment from NABARD.

29. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.

30. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

31. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to NABARD or any other authority under law.

32. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees /agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

33. The Contractor will have to deposit a security amount of Rs…………(Rupees………) for NABARD Head Office building and NABARD House to NABARD in the form of DD from a commercial bank covering the period of this Agreement. In case, the Agreement is further extended beyond the initial period, the security deposit would be retained.

34. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.

35. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/obligation, NABARD will
be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Contractor, to the extent of the loss or obligation in 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 notice to improve his services. If the contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the contractor firm can terminate the agreement by giving three months notice in advance. If the Contractor fails to give such three months notice in writing for termination of the agreement, then the Security Deposit will be forfeited. Notwithstanding anything contained in this Agreement, the Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till the date of termination this agreement.

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

41. Resolution of disputes

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

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

41.3 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, 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 Mumbai

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...........................

46

Sign and seal of tenderer
Sign and seal of tenderer
PRICE BID

NABARD

Annual Maintenance Contract for housekeeping services

at

NABARD Head Office Building in BKC, Bandra (E), Mumbai

AND

NABARD HOUSE, BKC, Bandra (E), Mumbai
PRICE BID

National Bank for Agriculture and Rural Development

Annual Maintenance Contract for housekeeping services at NABARD’s Head Office Building in BKC, Bandra (E), Mumbai and NABARD House, BKC, Bandra (E), Mumbai

BILL OF QUANTITIES

(A) Description of Property : **NABARD Head Office** : Having building of  G+ 8 floors and two basements in BKC and common areas.

There are four standard and two small toilet/bathrooms on each of the eight floors. There are four staircases from basement to eighth floor.

The minor increase and decrease in the area may take place during the year and no extra payment and deduction will be made in this regard.

(B) Description of Property : **NABARD House** (Senior Officers Flats) : 3 BHK - 13 flats and 3BHK with study room- 07 flats in BKC and common areas

The minor increase and decrease in the area may take place during the year and no extra payment and deduction will be made in this regard.

The contract will be valid from 01.07.2021 to 31.03.2022 which may be renewed, if services are found satisfactory for a period of two years, one year at a time. The tenderer is advised to quote the rates with due provisions as necessary, based on the scope of works and specification/description of items as well as terms and conditions contained in the Tender Document.

Kindly note that rates are to be quoted for a month as indicated in BoQ. The rates to be quoted as per the details given in **Annexure II**.

**I) Housekeeping Supervisor :**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of work</th>
<th>Rate /month (Rs.)</th>
<th>Total amount for one year (Rs.)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>NABARD Head Office</td>
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<tr>
<td>1.a</td>
<td><strong>Housekeeping Supervisor</strong> - Monthly charges for providing two supervisors (02 Nos) to supervise and monitor the AMC labours and will coordinate with the Asstt. Care Taker (ACT) for effective supervision of the deployed labours/workmen to get the assigned work completed from them as directed. The supervisor will give the progress of the work done by the different workmen and will report the difficulties, if any, to ACT. In case of emergency, he will also help the deployed labour for speedily and timely completion of urgent work. The person will work for six days in a week and will have weekly off on Saturday or Sunday</td>
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<td>or a suitable day as decided by the bank. The supervisor shall have mobile phone to communicate and will look after both the sites. The supervisor will also take complaints over a mobile phone. The supervisor shall be available in both in Head office and NABARD House colony.</td>
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<td><strong>02 Supervisor - 02 supervisor from 7:00 AM to 4:00 PM or as per the arrangements required by office</strong></td>
<td>Rate x 2 x 12</td>
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<td></td>
<td>Rate in words</td>
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<tr>
<td>1.b</td>
<td><strong>Sweepers (unskilled)</strong></td>
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<td>For <strong>Cleaning and Sweeping</strong> works as well as toilet cleaning by keeping minimum no. of Sweepers (as mentioned below) at site as detailed below, on all days of a month with one weekly off on rotational basis (preferably on Saturday &amp; Sunday) as per scope of work stated in Technical bid. The sweeping staff may also act as helper to the other staff as per requirement</td>
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<td></td>
<td><strong>NABARD Head Office - 44 sweepers (of whom 12 shall be ladies)</strong></td>
<td>Rate x 44 x 12</td>
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</table>
|        | 33 sweepers from 7.00 AM to 4.00 PM  
11 sweepers from 11.00 AM to 8.00 PM (timings can change as per requirement)                                                                                                                                                                                                                                                                                             |                   |                                 |
<p>|        | Rate in words                                                                                                                                                                                                                                                                                                                                                           |                   |                                 |
| 2      | <strong>NABARD House</strong>                                                                                                                                                                                                                                                                                                                                                         | Rate x 6 x 12     |                                 |
|        | <strong>06 sweepers For NABARD House, BKC from 7.00 AM to 4.00 PM</strong>                                                                                                                                                                                                                                                |                   |                                 |
|        | (This work includes cleaning of toilets and bathrooms once in a week in all occupied flats).                                                                                                                                                                                                                                                                             |                   |                                 |
|        | Rate in words                                                                                                                                                                                                                                                                                                                                                           |                   |                                 |
| 3      | <strong>NABARD House - Flat Cleaning (Quarterly periodicity)</strong>                                                                                                                                                                                                                                                    |                   |                                 |
|        | For total flat cleaning works by keeping adequate workers at site on the basis of quarterly periodicity.                                                                                                                                                                                                                                                             |                   |                                 |</p>
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<td>Separate labour should be deployed for this work. Payment shall be done based on the number of flats cleaned.</td>
<td>Rate per flat for 4 BHK flats: Rate × 6 × 4</td>
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<tr>
<td>3.a</td>
<td><strong>4 BHK: 6 flats - Quarterly</strong></td>
<td>Rate in words</td>
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<tr>
<td>3.b</td>
<td><strong>3 BHK: 11 flats - Quarterly</strong></td>
<td>Rate per flat for 3 BHK flats: Rate × 11 × 4</td>
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<td></td>
<td>Rate in words</td>
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<tr>
<td>4</td>
<td><strong>Facade &amp; window Cleaning</strong></td>
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<td>4.a</td>
<td><strong>(i) For cleaning the facade glass of the HO building</strong> as per the scope of work mentioned in the Technical Bid. The building has approx. 2000 sqm. glass area. The work shall be carried 04 times during the AMC period. If extra service is done, the same will be done at the same rate.</td>
<td>Rate for one service Rate × 4</td>
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<tr>
<td>4.b</td>
<td><strong>(ii) for NABARD House for approx glass area of 150 sq m</strong></td>
<td>Rate for one service Rate × 4</td>
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<td></td>
<td>Rate in words</td>
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<td></td>
<td><strong>Total</strong></td>
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</table>

**Total amount for one year:** Total of 1.a + 1.b + 2 + 3.a + 3.b + 4.a + 4.b =

**Total in words -**

**Note:**

1. Rates are to be quoted inclusive of all prevailing taxes, levies like GST, etc. and as per scope of housekeeping work & BOQ and after visiting the site.
2. No escalation or increase in the rates will be given during the Contract period in respect of items of flat cleaning charges and façade cleaning. Even if the contracts are extended based on the performance, the rates will not be changed in these items. 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.

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Sign and seal of tenderer
3. If a bidder / tenderer quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered”.

4. 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.”

5. In case of payment for supply of skilled / semi-skilled / unskilled labour, the rates will be revised proportionately as per the revision in the minimum wages as announced by State / Central Govt. whose rates are adopted.

6. The contractor has to quote for all the items of BOQ. Incomplete BOQ will not be considered.

7. The rates have to be quoted by including GST even if the contractor is not registered with GSTN. The rates will be compared only after comparing rates with taxes while evaluation of the price bids.

8. Before deployment of staff, their bio-data/ competence shall be verified by the Bank’s Engineer/designated official in the beginning of AMC as well as changing the staff/labour.

9. The contractor has to engage suitable agencies for specialised works etc. and bank reserves the right to recommend/approve a particular agency for these works. For façade cleaning, reputed agencies in the field may be engaged.

10. The contractor has to give satisfactory services for all works of AMC and bank reserves the right to remove/delete any particular work from the awarded AMC.

11. The contractor has to submit one monthly/quarterly bill, as the case may be.

12. Deductions will be done in the bill payments as per the applicable penalty clauses in the tender document.

13. The contractor will comply with Labour Laws requirements and maintain the muster roll and wage register etc. and produce the same in the NABARD office, if required. The contractor shall submit the necessary information/data to the concerned statutory authorities in the desired format.

14. The working hours as mentioned in price bid includes one hour lunch break.

Accepted all terms & conditions of price bid

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<td>Date</td>
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(Signature of the Tenderer)

Name and Seal

Sign and seal of tenderer