Tender for Annual Maintenance Contract for Housekeeping and Gardening services at NABARD’s Maharashtra Regional Office, Officer’s Quarters and Staff Quarters, Pune

NABARD

Maharashtra Regional Office
54, Wellesley Road, Shivaji Nagar, Pune - 411005

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<th>24th February 2021</th>
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<td>3rd March 2021 at 11.00 am</td>
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<td>15th March 2021 by 2.00 pm</td>
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<td>15th March 2021 at 3.00 pm</td>
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Part – 1

Technical Bid
1. NOTICE INVITING TENDER

Ref.No. NB.MRO.DPSP/5872 / Housekeeping AMC/ 2020-21 24th February 2021

M/s

Dear Sir

**Tender for Annual Maintenance Contract for Housekeeping and Gardening services at NABARD’s Maharashtra Regional Office, Officer’s Quarters and Staff Quarters, Pune.**

NABARD invites tenders for Annual Maintenance Contract (AMC) for housekeeping and gardening services to be provided at its following three locations:

a. NABARD, Maharashtra Regional Office, 54, Wellesley Road, Shivaji Nagar, Pune 411005.

b. NABARD Officers Quarters, Narangi Baug Lane, 9A Boat Club Road, Pune-411001.

c. NABARD Staff Quarters, Salisbury Park, Gultekdi, Pune-411037.

This tender document can be downloaded from our website at https://www.nabard.org/English/Tenders.aspx or CPPP website. No separate hard copy of this tender shall be issued by NABARD.

2. This contract will be valid for one year starting from 1st April 2021 and valid till 31st March 2022 and is renewable (One year at each time) for 2022-23 and 2023-24 subject to the satisfactory performance of the contractor during preceding period and other mutually agreed terms and conditions of the contract.

3. You are requested to submit your duly filled tender in sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned more specifically elsewhere in this tender document.

4. Sealed tenders in two separate envelopes clearly indicating “**Envelope 1 – Technical Bid**” and **“Envelope 2 – Price Bid”** shall be submitted to CHIEF GENERAL MANAGER, NABARD, MAHARASHTRA REGIONAL OFFICE, 54, WELLESLEY ROAD, SHIVAJI NAGAR, PUNE – 411005 and both the envelopes containing technical and price bids should also be super scribed “**Tender for Annual Maintenance Contract for Housekeeping and Gardening services at NABARD’s Maharashtra Regional Office, Officer’s Quarters and Staff Quarters, Pune.**” Last date for the submission of tender is **15th March 2021** by 2.00 pm.
5. The two envelopes must carry the following:

**Envelope no. 1:**

a) “Technical bid” of tender with every page signed and stamped along with the supporting documents.

b) Duly signed and stamped Pre-contract integrity pact on Rs.500/- non-judicial stamp paper as per the format mentioned in this tender document. Tenders without integrity Pact will be rejected.

c) Earnest money deposit (EMD) as per the amount mentioned here:

<table>
<thead>
<tr>
<th>Services</th>
<th>Estimated Annual Cost (Rs.)</th>
<th>EMD amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housekeeping &amp; Gardening</td>
<td>43,00,000.00</td>
<td>86,000.00</td>
</tr>
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shall be credited to our Current Account as per the details given here:-

<table>
<thead>
<tr>
<th>Name of the Account</th>
<th>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</th>
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</thead>
<tbody>
<tr>
<td>Bank Name</td>
<td>NABARD</td>
</tr>
<tr>
<td>Branch Name</td>
<td>HEAD OFFICE MUMBAI</td>
</tr>
<tr>
<td>Ifs Code</td>
<td>NBRD00000002</td>
</tr>
<tr>
<td>Account Number</td>
<td>NABADMN26</td>
</tr>
<tr>
<td></td>
<td>(Through NEFT/RTGS only)</td>
</tr>
</tbody>
</table>

Payment receipt shall be enclosed in this envelope. The tenders without EMD shall be rejected out rightly. No interest shall be paid on the EMD thus collected. EMD of the successful tenderer shall be refunded after submission of performance guarantee as mentioned in clause 3 of Chapter 4 - “General Conditions of the Contract”, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder.

Note: Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation under Single Point Registration Scheme for participation in Government purchases, shall be exempt from payment of EMD. However, they will have to produce documentary evidence in support of seeking such exemption.

d) Power of attorney authorizing the person to sign the tender.

e) Declaration as per chapter 9.

f) Conditions, if any. Conditions/clarifications of the tenderers, shall be examined and discussed with the bidders and the conditions that are acceptable to the Bank shall be intimated to the bidders. The bidders will have to agree to the conditions which are acceptable to the Bank but they will be allowed to quote percentage either at par, above or below of their priced tender already submitted in a sealed cover taking into consideration the financial implication of the conditions.
agreeable to the Bank. This letter containing the bidder’s price adjustment (either at par, below or above) shall be submitted in duplicate in a sealed cover on or before a date fixed subsequently and informed to the bidders by the Bank. This letter together with sealed cover Envelope No.2 containing the priced tender shall be opened on the scheduled date/time in the presence of bidders, if they choose to be present, for the purpose of ranking for award of the contract.

Envelope No.2:
   a. Price Bid and Annexure 2.
   b. Envelope No.2 shall not contain any condition whatsoever and any conditional price bid shall be rejected.
   c. Envelope No.2 will be opened on a suitable date, which will be communicated to bidders separately.

4. Envelopes containing technical bids shall be opened on 15th March 2021 day at 3.00pm in our office premises. Representatives of the tenderers may be present during the tender opening process. Date of opening of Price bids will be communicated later. Price Bid envelopes shall be opened only in respect of those tenderers who are found to be eligible as per the prequalification criteria specified by NABARD and have complied with all the requirements in tender document.

5. If the last date of receipt or 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.

6. Pre-bid meeting will be held at NABARD, MAHARASHTRA REGIONAL OFFICE, 54 WELLESLEY ROAD, SHIVAJI NAGAR, PUNE – 411005 at 11.00 am on 3rd March 2021 with the prospective bidders, to clarify any issues pertaining to the tender. The tenderers are expected to thoroughly read the tender document before being present for the pre-bid meeting, so as to understand all aspects of the work.

7. The tenders shall remain valid and open for acceptance for 03 months beyond the date of opening of Price bids. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the Bank, then the bank without prejudice to any other right or remedy will be at liberty to forfeit the earnest money.

8. The tender document must be filled in English. If any of the documents are missing or un-signed, the tender shall be considered invalid.
9. The tender may be rejected if any tenderer proposes any deviation from the prescribed requirement. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.

10. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection.

11. Before quoting, the tenderer shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site, locality including installations of tools and plants (T&P) and local authority regulations / restrictions if any, conditions affecting accommodations and movement of personnel etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the NABARD in any circumstances.

12. NABARD does not bind itself to accept the lowest or any tender at all. NABARD also reserves the right to negotiate or partly accept any tender or all tenders received without assigning any reasons thereof.

13. Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to CHIEF GENERAL MANAGER, NABARD, MAHARASHTRA REGIONAL OFFICE, 54 WELLESLEY ROAD, SHIVAJI NAGAR, PUNE, 411005, on or before 8th March 2021, 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 after 8th March 2021.

14. NABARD also reserves the right to divide and distribute the work to more than one tenderer at its sole discretion.

15. The successful tenderer(s) shall execute an agreement at its own cost on non-judicial stamp paper of Rs.500/- with NABARD in accordance with the standard format provided by NABARD within 10 days from date of issue of work order.

16. For any clarification you may please contact Shri Swardeep Singh (Manager) at 020-25500110 or 9872829830 or send an email to dpsp.pune@nabard.org.

Sd/-

(A. C. Jena)
General Manager
2. **FORM OF TENDER**

**The Chief General Manager**
National Bank for Agriculture and Rural Development
Maharashtra Regional Office
54, Wellesley Road, Shivaji Nagar
Pune - 411005

Dear Sir

**Tender for Annual Maintenance Contract for Housekeeping and Gardening services at NABARD’s Maharashtra Regional Office, Officer’s Quarters and Staff Quarters, Pune.**

1. I / We have examined the Scope of Works, Schedule of Quantities and Terms and Conditions relating to the tender for the said works after having obtained the Tender document invited by you and are submitting our offer for the same.

2. I / We have visited the site, examined the site 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 Price bid in all respects as per the specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.

4. In the event of this tender being accepted, I/We agree to enter into and execute the prescribed Agreement with NABARD as per the prescribed format.

5. I/ We agree to pay all applicable Government Taxes prevailing from time to time.

6. Should this tender be accepted, I / we hereby agree to abide by and fulfill all the Terms and Conditions and Provisions of the said Contract Document annexed hereto.

Yours faithfully

Place:

Date:  
Signature

Seal
3. PRE-QUALIFICATION CRITERIA

Minimum Eligibility Criteria for pre-qualification of tenderers is as follows:

The Bidding Firm/Company:-

1. Should have at least 05 years of experience in the field of Housekeeping & gardening services.

2. Should have successfully provided in the field of housekeeping and gardening, in last 05 years for government buildings, Banks/FIs premises, reputed private organisations etc. following:
   i. Three similar works whose individual value is not less than Rs.17,20,000/- per annum each or
   ii. Two similar works whose individual value is not less than Rs.21,50,000/- each of the estimated cost or
   iii. One similar work whose value is not less than Rs.34,40,000/- per annum.

Above information shall be provided in format mentioned in APPENDIX B. Work order/Agreement/Completion certificates issued by the client should be enclosed with this tender and need to be produced in original before NABARD, whenever called for verification purposes.

3. Should have annual turnover of atleast Rs.12.90 lakhs during the last three years.

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

5. Should submit audited balance sheets / P&L account and Income Tax Return certificates for the last 03 financial years.

6. Tenderer shall have:
   a. Applicable Tax registrations (PAN, GSTN TIN, TAN, etc.)
   b. Employee State Insurance Act registration
   c. PF registration
   All supporting documentary evidence for above shall be submitted.

7. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies.
4. GENERAL CONDITIONS OF THE CONTRACT

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

2. 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.

3. To ensure due performance of the contract, Performance Security is to be submitted by the successful bidder who has been awarded the contract. Performance Security may be obtained in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s cheque or Bank Guarantee from any of the nationalized commercial banks or online payment in an acceptable form. The amount of Performance Security shall be 5% of the accepted value of the tender, to be deposited by the contractor within 15 days of intimation of acceptance of his tender/issuance of work order. A specimen of Bank Guarantee in lieu of performance security is enclosed as APPENDIX - A. No interest shall be paid on the performance security.

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

5. Monthly payments as applicable will be made based on the bills submitted by the Contractor at the end of particular month and certified by the concerned ACT/Site Supervisor. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/ Caretaker) after completion of the respective works on the formats given for respective work and should submit all these with the bill.

6. Annexure 1: The contractor shall always retain experienced staff at site at least to the extent of strength as given in Annexure 1.

7. Annexure 2: (Calculation sheet for supply of manpower and minimum wages) is required to be submitted duly filled along with the Price bid/BOQ/Schedule of quantities. 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 2.

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. IT-TDS, GST-TDS 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. If any work or material used at site is found to be unsound, imperfect or inferior from what is specified in the contract, the Contractor shall be advised to rectify or re-execute the work or remove the material as the case may be, within a reasonable time depending upon the nature of work. If the Contractor fails to do so, the work shall be got redone or rectified or the material replaced through any other agency at the risk and cost of the Contractor.

12. 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.

13. 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 1.25 times of the contract value.

14. 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.

15. The contractor shall pay the personnel deployed in NABARD premises, their wages in accordance with the **Minimum Wages Act**, 1948 (amended time to time) 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. Contractor shall indemnify NABARD for this. Contractor shall present the proof of the same along with the bill.

16. The contractor will be responsible and ensure timely payment to its personnel deployed in the NABARD premises and compliance of all statutory provisions relating to **Minimum Wages Act**, 1948 (amended time to time), Provident Fund and Employees State Insurance, etc. in respect of the persons deployed by them in NABARD and under intimation/in the presence of NABARD officer. 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 Department of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.
17. 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:

a. Time schedule of works.

b. Presence of required number of the persons at the site as per contract.

c. Maintain desired quality of the work as per specification

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

18. 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.

19. 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 of the staff employed by him.**

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

21. 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.

22. 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.

23. The Contractor's workmen should report to ACT/ Site supervisor as per timings mentioned elsewhere in this document.

24. The workers / staff employed should wear color 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.

25. 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.

26. In case of any default or failure on Contractor's part to comply with all / any one of the above 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) For any dispute, the decision of NABARD shall be final and binding upon the contractor. However, 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 through court of law in Pune.

27. 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.

28. 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.

29. 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.

30. 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.

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

32. 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.

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

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

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

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

(d) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
(e) there is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.

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

34. 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.

35. 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.

36. The Contractor shall provide all necessary Tools & Plants materials or any other equipment, materials, labour, etc. and no payment in this regard will be made by NABARD. The Contractor shall supply, fix and maintain all the scaffoldings, jhulla, T&P, etc., at his cost during the execution of any work and remove them as soon as the work is completed, without causing any damage to NABARD's property.

37. 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.

38. 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.

39. 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.

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

Signature of the Tenderer:

Name and Seal:

Place:

Date:

Address:
5. **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>

This amount will be adjusted from the amount payable to the contractor and shall not be deducted by the contractor from the wages payable to the workmen.

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/Annexure), 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. 500.00 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.

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

7. The property will be handed over to the Contractor on 'as is where is' basis and the contractor shall ensure proper service to a reasonably satisfactory level.

8. 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 special terms and conditions for the Housekeeping & gardening AMC works in the entire Office premises / Colonies (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.

Sign
Date & Place
Address
6. Scope of Work

Details of the premises are as under:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Premises and address</th>
<th>Area of the premises (Approx) sq.ft.</th>
<th>No. of flats</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Office premises – 54 Welleselly Road, Shivaji Nagar, Pune 411 005</td>
<td>42679</td>
<td>Ground + 4 floors contributing of 2 wings each</td>
</tr>
<tr>
<td>2</td>
<td>Boat Club Road Officers Quarters – 9A, Boat Club Road, Pune – 411 001</td>
<td>38900</td>
<td>41</td>
</tr>
<tr>
<td>3</td>
<td>NABARD Staff Quarters – 459 Salisbury Park, Gultekadi, Pune 411 037</td>
<td>47804</td>
<td>66</td>
</tr>
</tbody>
</table>

**Housekeeping**

**Office**

a. Cleaning of all toilets 19 in number (for ladies, gents and handicapped) 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 or more. 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.

b. Cleaning (sweeping/moping) of the passage outside the toilets atleast thrice daily. All cleaning tools and material shall be provided by the contractor at no extra cost.

c. Sweeping and mopping would automatically include cleaning cobwebs, tiles flooring, wall tiles, skirting, doors, windows, grills etc. in the said areas.

d. Cleaning of fans, light fixtures, Chandeliers, windows, grills etc. every month.

e. Sweeping and mopping all staircases atleast thrice daily.

f. Refilling hand sanitizers liquid in 05 sanitiser dispensing machines in office.

g. Providing C fold toilet papers in all the toilets of office.

h. Deep cleaning of all the overhead and underground water tanks quarterly in office and staff quarters.

i. Cleaning of roof terrace atleast once per month and washing as directed by the Bank engineer/ACT.

j. Daily sweeping of parking space (ground floor) and weekly washing and drying.

k. Sweeping of open areas and pedestrian strips twice daily and washing as directed by the Bank engineer/ACT. Cleaning of these areas using bleaching agents during rainy days to prevent through of algae etc.
l. Cleaning of all the glasses of windows from outside of all the floors (Ground+ 4 Floors) at Office Premises (Monthly). Contractor shall provide for all jhulla and abseiling kit etc. for cleaning of windows.

m. Proper safety equipment as per relevant IS Codes should be used by the agency for cleaning glasses of the windows including material for cleaning.

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

o. Any other cleaning works in the office building as per the instructions of the Bank. If the works are not attended on the same day/ next day a pro-rata recovery will be effected as per Special conditions of this tender.

p. Collection of waste and disposal on daily basis.

q. Providing towels in each toilet (ladies/gents), cleaning and changing of towels every day in all toilets and providing hand wash liquid soap in each toilet, of high quality (BIS Mark).

r. If the above services are not attended as per the above mentioned time period pro-rata recovery will be effected as per Special conditions of this tender.

**Special Instruction:**

a. You will provide sufficient manpower (Annexure 1) both males and females as well as supervisor to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank. First sweeping / cleaning shall be completed before 9.00 AM in the morning.

b. Sufficient number of lady sweeper may be deployed for cleaning of ladies toilets.

c. The manpower provided by you should be available from 07.30 Hrs to 19.30 Hrs with proper splitting of work hours. While majority of the manpower will be deployed upto the close of 15.30 Hrs, a few personnel should be available upto 19.30 Hrs. The deployment of manpower may be flexible and could be changed depending upon the work requirements in consultation with NABARD.

d. You will provide substitute in case of absentees.

e. The rate quoted by you for the housekeeping work will include the cost of manpower (including supervisors), cost of equipment/machinery/brooms, mops, sticks, gloves, gum boots etc. and the cost of cleaning and other materials. The cleaning materials of high quality (BIS Mark) to be provided are:

   i. Phenyl solutions.

   ii. Deodorized detergent for mopping

   iii. Odonil in washrooms.

   iv. Urinal screen mats

   v. Naphthalene balls

   vi. Sanitary cubes

   vii. C fold papers for washrooms (Kimberley clark or equivalent)
viii. Toilet Rim Blocks (Harpic or equivalent)
ix. Liquid soap (Dettol or equivalent)
x. Any other cleaning material required.
xi. Sodium hypochlorite for disinfection.
xii. Hand Sanitizer for filling up the automatic sanitizer dispensing machines 09 nos. (both in office and colonies). Sanitizer shall be BIS approved and liquid type (Not gel based) as approved by NABARD.

f. Housekeeping staff must be suitably trained and must be in proper uniform all the time.
g. The housekeeping staff shall be responsible for cleaning of the washrooms/toilets to ensure that the same is spic-and-span.

**Residential Colonies**

a. Collections of waste from each flat, segregation of wet and dry waste and disposal on daily basis.
b. Daily sweeping and mopping/wet cleaning/scrubbing of all staircases in all the buildings. Washing of staircases as directed by Bank.
c. Sweeping and Cleaning of parking spaces daily. Washing the parking spaces once in fifteen days.
d. Sweeping of all open areas, garden etc. daily. Cleaning of these areas using bleaching agents during rainy days to prevent through of algae etc.
e. Cleaning, Sweeping & mopping of the ACT Room / Gymnasium daily.
f. Daily Cleaning of Common toilets.
g. Refilling hand sanitizers liquid in 04 sanitizer dispensing machines in office.
h. Cleaning of terrace monthly.
i. Any other item of cleaning work as advised by ACT / other Bank officials.
j. Monthly deep cleaning of vacant flats / SRAs / Record Room.
k. Weekly cleaning of toilets (floors, dado, skirting, toilet seats etc.) in all residential occupied flats.
l. Cleaning of Fans, light fixtures, doors, windows, grills, cobwebs, inaccessible spots and Netlon mesh – Quarterly
m. Cleaning of Room in occupied flats – Yearly.
n. Cleaning, sweeping, mopping of vacant flats and make them ready for possession as and when required.
o. Deep cleaning of all the overhead and underground water tanks quarterly in office and staff quarters.
p. If the above services are not attended as per the above mentioned time period pro-rata recovery will be effected as per Special conditions of this tender.
q. Cleaning, Sweeping and mopping would automatically include using sodium hypochlorite solution, cleaning cobwebs, tiles flooring, walls, wall tiles, windows, railings and skirting in the said areas.

**Special Instructions**

1. You will provide as many workers and at least one supervisor for colonies for above work as mentioned in Annexure 1 required to complete the above works to the satisfaction of NABARD.

2. You will supervise the above work on a daily basis.

3. You will provide substitute in case of absences.

4. You will provide necessary cleaning material (as BIS standard) at your own cost.

5. You shall provide necessary registers to keep record of day to day progress of work.

   - The above list is illustrative and not exhaustive.

**Gardening (Office and both the Residential Colonies)**

1. The total area of the garden and lawn to be maintained at NABARD Office premises and residential colony is approximately 11000 Sq./Ft.

2. The following works are to be done under AMC for the captioned work:
   a. Spreading of earth, manure, sludge etc. to the required thickness and leveling and dressing the area as and when necessary or as desired by the bank, either inside garden area or outside garden area.
   b. Renovating lawns including de-weeding, cheeling the grass, forking the ground, top dressing with sludge or manure, mixing the same with forked soil, watering, mowing etc. as and when necessary or as desired by the Bank.
   c. Uprooting rank vegetation, other plant growths and weeds by digging the area, forking repeatedly, breaking clods etc. all complete as and when necessary or as desired by the bank.
   d. Preparation of beds for hedging and shrubbery by proper excavation, breaking clods, mixing with sludge, manure etc. as required or as desired by the bank.
   e. Maintaining the existing garden and plants conditions to the satisfactory level of Bank, if necessary, by planting additional seasonal plants, perennial flowering plants, grass etc. with proper soil preparation and application of manures etc. from time to time as required or as desired by the Bank.
   f. Cutting the branches of live trees and plants to keep them in proper shape, from the entire colony and Office Premises as and when necessary and as desired by the Bank and taking away those out of the colony. Ladder or crane required for cutting the branches shall be brought by you without any extra cost to the bank.
g. Uprooting and cutting the dead trees, plants, unwanted shrubs from the entire colony/premises and taking those away from the colony from time to time as and when necessary or as required or as desired by the bank.

h. Erecting bamboo curden including supplying of bamboo etc. in and around the garden area or the area alongside the existing garden to protect the garden from foreign invasions, as directed.

i. Provide all the tools, tackles, such as lawn mowers, rollers, sickles, knives, scissors, PVS flexible pipe for watering, water jugs for sprinkling water on plants and all other relevant accessories generally required for gardening and horticulture jobs.

j. Provide the manure fertilizers, fungicides, pesticides etc. or any other relevant chemicals to the lawn, garden or flowing pots, as and when necessary.

k. Removing dead leaves, polythene bags, papers and any other foreign materials from inside the garden and lawn area every day and up keeping the garden and lawn.

l. Laying the loose bricks on edge cum end and half inserted inside the ground (in and inclined position) around the plants or in line as desired/directed.)

m. Painting of the bricks laid inside garden, flower pots or any other portion inside/outside garden or lawn as and when necessary with color as directed by Bank.

n. Regular maintenance of plants in the flower pots including watering daily, manuring, adding extra earth etc. all complete for healthy growth of plants in the pots.

o. Any work (as described above) not done properly shall be redone to the satisfaction of NABARD, for which no extra payment is admissible.

p. In case of failures to complete a job within specified time, the same may be got executed through another agency at the contractors risk and cost without giving further notice and penalty will be imposed as per the Special conditions of this tender.

q. All the rubbish, debris, unusable materials, dead tree trunks, plant etc. removed from inside the Colony/ Premises should be disposed off in the municipal dumping yard or any other suitable place not objectionable to municipal or any other statutory authority. The disposed material should not create any environmental nuisance. NABARD shall not take any responsibility with regard to the above. Any penalty imposed on NABARD by municipal or any other statutory authority on this account shall be directly recovered from contractor’s any bill or earnest money deposited with NABARD. The contractor shall indemnify the municipal/statutory authority of any responsibility on this account.

r. The gardeners must report to the Caretaker/ACT daily at 09.00 AM for taking any instructions.

s. Water shall be supplied free of cost by the bank at the selected points inside the colony and Office Premises. The Contractor should arrange for sufficient long PVC flexible pipe for watering or have sufficient buckets to carry water from the tap. No
additional taping of water shall be permitted. Contractor shall ensure efficient use of water.

t. The cost of bricks and any other material (if specially asked by the bank), shall be paid extra after getting approval for the supply of the items concerned.

u. The Contractor shall send appropriate (i.e. at least one for each premises) number of skilled gardeners every day for aforesaid work, which includes the scope of work.

v. The property shall be handed over to the Contractor for maintenance of the aforesaid work on “as is where is” basis and Contractor shall be required to do pending work (if any) without any extra cost.

w. Charges will be deducted in case of absence or unsatisfactory work.
7. Pro forma for electronic payment

Annexure – PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the contractors/service providers for effecting payment through ECS (e-payments)

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the account holder (As appearing in the Bank account)</td>
</tr>
<tr>
<td>2</td>
<td>Name of the Bank</td>
</tr>
<tr>
<td>3</td>
<td>Name of the Branch</td>
</tr>
<tr>
<td>4</td>
<td>Account number</td>
</tr>
<tr>
<td>5</td>
<td>RTGS/NEFT/IFS Code</td>
</tr>
<tr>
<td>6</td>
<td>Type of account (Savings, current, etc.)</td>
</tr>
<tr>
<td>7</td>
<td>PAN Number</td>
</tr>
<tr>
<td>8</td>
<td>VAT Number</td>
</tr>
<tr>
<td>9</td>
<td>SERVICE TAX Number</td>
</tr>
</tbody>
</table>

Signature

Please attach (1) a photocopy of one cancelled cheque leaf of the above Bank account and (2) copy of PAN card.
### 8. Basic Information about Bidder

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Applicant/Organisation and address of their registered office</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Experience in the field of housekeeping &amp; gardening works (Years)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Address of office through which the proposed work of National Bank for Agriculture and Rural Development will be handled and the name and designation of the Officer-in-Charge</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>PAN No. (Attach copy)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>GST No. (attach copy)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>ESI Registration details (attach copy of registration)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>PF registration details (attach copy of registration)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Whether any Civil Suit/Litigation arisen in the contracts executed during the last 5 years/being executed. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and date and brief details of litigation</td>
<td></td>
</tr>
</tbody>
</table>
9. AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF RS.100/-DULY NOTARIZED

DECLARATION

I, ________________________________________ sole proprietor/partner/authorized signatory of M/s.__________________________________________sole proprietorship/partnership firm/public/private limited company , having its principal place of business/registered office at………………………………………………….(Full Address) do hereby solemnly affirm and declare as under:-
That I am the sole proprietor of M/s________________________________

Or

That ours is partnership firm having partners as under:-
Full Name of partners.
(a)
(b)
(c)
(d)

Or

That ours is a private limited/public limited company incorporated in terms of the provisions of the Companies Act,1956/Companies Act,2013.

(Delete which is not applicable while typing affidavit)
If proprietorship, a registration certificate for the same/ if partnership Firm, partnership deed is to be enclosed, if private limited/public limited company, Certificate of incorporation and Memorandum & Articles of association to be submitted. All the partners/directors should sign the affidavit or the person authorized by all the partners or one of the Directors duly authorized by Board Resolution in case of Company can sign with authority letter from all the partners/or Board Resolution in case of Company is to be enclosed.

2. That I hereby confirm and declare that my/our firm/company M/s…………………………………….. is not blacklisted/delisted or debarred or on Holiday list with any company of Private/Public Ltd. or Government Company/Govt. deptt. from participating in the tender as on date.
3. I know that to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

Verified at ..................... on....................that the contents of paras 1 to 5 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

(Signature & Seal of Notary)
10. Safety code

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

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

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/- shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of Rs.2,000/- 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 & gardening AMC works in the entire Office premises and both the Colonies (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 :
## 11. ANNEXURE 1

### Manpower Requirement

<table>
<thead>
<tr>
<th>Area /location</th>
<th>Number of Supervisors for both housekeeping and gardening</th>
<th>Number of Housekeeping staff (unskilled)</th>
<th>Number of Gardening staff (unskilled)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>NABARD, Maharashtra Regional Office, Pune</td>
<td>01</td>
<td>4</td>
<td>1</td>
<td>Housekeeping staff shall include at least two lady workers.</td>
</tr>
<tr>
<td>NABARD Officer’s Quarters, Boat Club Road, Pune</td>
<td>One common supervisor for both the colonies</td>
<td>3</td>
<td>One common gardener for both the premises</td>
<td>Housekeeping staff shall include at least one lady worker</td>
</tr>
<tr>
<td>NABARD Staff Quarters, Salisbury Park, Pune</td>
<td></td>
<td>3</td>
<td></td>
<td>Housekeeping staff shall include at least one lady worker</td>
</tr>
<tr>
<td>Total</td>
<td>2</td>
<td>10</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>


12. Specimen of Pre-Contract Integrity Pact
(on Rs.500/- non – judicial stamp paper)

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

And

M/s…………………………………………. hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, Annual Maintenance Contract for Housekeeping and Gardening services at NABARD’s Maharashtra Regional Office, Officer’s Quarters and Staff Quarters, Pune.

The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

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

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

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

Section 2 – Commitments of the Bidder(s)/Contractor(s)
(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution :
a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

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

Section 3 – Disqualification from tender process and exclusion from future contracts
If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process.

Section 4 – Compensation for Damages
(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.
Section 5 – Previous transgression
(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors
(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

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

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

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)
If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor
(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

Shri Pramod Kumar Sangewar
H.No. 12-5-65/1, Flat No. 109
Shri Harsha Sethuram Unique
Vijayapuri Colony, south Lalaguda, Secunderabad 500017, Telangana 31 Signature and Seal of the bidder

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

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

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

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

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

(7) If the Monitor has reported to the Chairman, NABARD, a 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.

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

Section 9 – Pact Duration
This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 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. Pune.

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

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

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

Place____________________________________

Date_______________________________

Witness 1:
(Name & Address) ________________________________
____________________________________________
____________________________________________

Witness 2:
(Name & Address) ________________________________
____________________________________________
____________________________________________
13. APPENDIX – A

(Format of Bank guarantee in lieu of performance security)

To
---------------------------------------------------------------
---------------------------------------------------------------
---------------------------------------------------------------

In consideration of National Bank for Agriculture and Rural Development (NABARD) having Head Office at C-24, G-Block, Bandra-Kurla Complex, P.O. Box No.8121, Bandra (E), Mumbai – 400 051 and having Maharashtra Regional Office at 54, Wellesley Road, Shivaji Nagar, Pune – 411005 (hereinafter referred to as “Purchaser”) having agreed to obtain “Annual Maintenance Contract for Housekeeping and Gardening services at NABARD’s Maharashtra Regional Office, Officer’s Quarters and Staff Quarters, Pune” (hereinafter referred to as “Contractor”) on the terms and conditions contained in the tender Ref.No. NB.MRO.DPSP/5872/ Housekeeping AMC/ 2020 -21 dated 24th February 2021 and their agreement (hereinafter referred to as the “Contract”) and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the “Annual Maintenance Contract for Housekeeping and Gardening services at NABARD’s Maharashtra Regional Office, Officer’s Quarters and Staff Quarters, Pune” (hereinafter referred to as “Proposed Services”) as per the terms and conditions as set forth in the said contract and also guaranteeing the Proposed Services as per the terms and conditions of the said contract;

1) We, ---------------------------------- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to 31st May 2022 (validity date of BG) money or monies not exceeding a total sum of Rs ______/- (Rupees __________ only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser on failure of the contractor to provide proposed services as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether the contractor has failed to provide Proposed Services as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/ or without any
reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on 31st May 2022 without prejudice to the purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e 31st May 2022.

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained, the purchaser shall be entitled to act as if we are purchaser’s principal debtors in respect of all the claims of the purchaser against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting, in any manner, the Bank’s obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or
absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and the Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by the Bank on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax, e-mail or registered post to the local address of the Bank as mentioned in this guarantee.

10) Notwithstanding anything contained herein:

   i  Our liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees ___________only);

   ii  This Bank Guarantee shall be valid up to 31st May 2022;

   iii  Unless actions to enforce the claims is filed on or before 31st May 2022 all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.

   iv  The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serves upon the Bank a written claim or demand on or before 31st May 2020.

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

   Date this ------------------ day of ------------------ 2021 at ---------

   For and on behalf of -------------------------- Bank.

   sd/- ----------------------------------
14. **APPENDIX-B**

**Previous experiences**

a. List of important AMCs executed by the contractor (only those works that meets the requirements of Pre-Qualification criteria mentioned in Chapter 3 of this tender) and above

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Name &amp; Location of work</th>
<th>Cost of work</th>
<th>Name of owner</th>
<th>Full address</th>
<th>Name of the contact person from owner’s side for whose work was executed</th>
<th>Contact no. of the contact person of the owner (Mandatory)</th>
<th>Email id of the contact person (Mandatory)</th>
<th>Whether the work was left incomplete (reasons if any for delay in completion of work) or contract was terminated from either side (give full details)</th>
<th>Any other relevant information</th>
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**NOTE:** Contractor shall submit the work order/completion certificates of all mentioned work issued by the above respective clients and shall produce before NABARD whenever called
b. List of important works ON HAND

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Name of work</th>
<th>Location of work</th>
<th>Name of owner</th>
<th>Full address</th>
<th>Name of the contact person from owner’s side for whom work was executed</th>
<th>Phone no. of the contact person (Mandatory)</th>
<th>Email id of the contact person (Mandatory)</th>
<th>Completion period</th>
<th>Whether the work was left incomplete (reasons if any for delay in completion of work) or contract was terminated from either side (give full details)</th>
<th>Any other relevant information</th>
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</table>
c) List of available Tools, Plants, Equipment, etc.

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<tr>
<th>Sr. No.</th>
<th>Name of Tools/Plant/Machinery/Equipment and Accessories</th>
<th>Total No. of units/sq.mt.</th>
<th>No. of units/sq.mt. can be spared for the proposed work</th>
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</table>
d. List of key administrative personnel, giving details about their qualifications and experience including that in your establishment.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name</th>
<th>Age</th>
<th>Qualifications</th>
<th>Work experience</th>
<th>Nature of works handled</th>
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Part – 2

Price Bid
Schedule of Quantities/Price Bids

Tender for Annual Maintenance Contract for Housekeeping and Gardening services at NABARD’s Maharashtra Regional Office, Officer’s Quarters and Staff Quarters, Pune.

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Unit</th>
<th>Annual Rates in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lumpsum ANNUAL charges for Housekeeping and gardening services at NABARD’s Maharashtra Regional Office, Officer’s Quarters and Staff Quarters, Pune, as per details given in the Annexure 2 &amp; consistent with the scope of work and the terms &amp; conditions of this tender.</td>
<td>Lumpsum charges per ANNUM</td>
<td></td>
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</table>

Note:
1. Annual rates shall be calculated as per the calculation sheet mentioned in Annexure 2. Annual charges shall be computed based on the present minimum wages.

2. These rates are subject to change with any revision in wage rates notified by the Office of the Chief Labour Commissioner (Central) or Commissioner of Labour, Maharashtra Govt. whichever is applicable.

3. Revisions in wages at point 1. above shall be paid to the contractor as per the actual.
ANNEXURE 2

Calculation Sheet

(Per Month Calculation)

To be enclosed with this tender.

<table>
<thead>
<tr>
<th>A</th>
<th>Category of staff employed</th>
<th>Minimum number of staff to be deployed indicated in Annexure 1</th>
<th>Minimum wages rate per day as per the central government or Maharashtra Govt. whichever is higher</th>
<th>No. of days per month</th>
<th>Monthly minimum wages (iv x v)</th>
<th>EPF (Employer portion) per month</th>
<th>ESI Contribution per month</th>
<th>Bonus</th>
<th>*** Other statutory charges /payments ***</th>
<th>Wages per month (vi+vi+vi+vix+ix)x12</th>
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<td>Supervisor</td>
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**B**

Managerial, administrative, insurance, material cost for executing the work

TOTAL

**C**

TOTAL

**D**

Contractors Profit, Overheads, etc.

TOTAL

**E**

B + C + D

**F**

GST

**G**

E + F

Note:

1) Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The worksheet, shown above should be filled carefully. The contractor should furnish Rate Analysis for any item for scrutiny of the rates if required.

2) Contractor shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract, if ESI & EPF Act is applicable to the contractor as per law. The expenditure incurred by the contractor towards payment of employer’s share of ESI & EPF contributions, for this contract, shall be
paid on production of proof of payment (counterfoils) & other documents such as registration number, photo card etc. along with monthly bill.

4) In case the rates quoted are found unreasonable and do not conform to the specifications or stipulations given in the tender document, the financial bids submitted would be rejected outright and the final decision in this regard will be that of NABARD.

5) In the above table, number of days are taken as 30, however, while submitting the monthly bills contractor shall mention the actual number of working days for each worker.

*** 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.