**Tender Document for Comprehensive Maintenance, Upkeep & all related works of Visiting Officers Flats (VOF) & Visiting Employees Flats (VEF) and Catering services for NABARD Madhya Pradesh Regional Office for three years from date of Contract at Bhopal**

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

परिसर, सुरक्षा और अधिप्राप्ति विभाग (डीपीएसपी),मध्य प्रदेश क्षेत्रीय कार्यालया , ई-5 बिट्टन मार्केट, भोपाल - 462016

ई-मेल: dpsp.bhopal@nabard.org, Telephone: 0755-2464775, 2433537

**National Bank for Agriculture & Rural Development**

Department of Premises, Security & Procurement (DPSP) Madhya Pradesh Regional Office, Bittan Market, Arera Colony, Bhopal – 462016 E-mail: dpsp.Bhopal@nabard.org, Telephone: 0755-2433537

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Notice Inviting Tender

NB.MP.RO/DPSP/ /Tender (VOF)/2020-21
25 January 2021
All Bidders

[Open Tender through Website www.nabard.org ]

Madam/Dear Sir,

Notice Inviting Tender for Catering services at NABARD’s Regional Office Bhopal and Comprehensive Maintenance, Upkeep & all related works of NABARD’s VOFs, VEFs located at E/S Arera Colony and NABARD Quarters in Sector ‘A’ & ‘C’ Shahpura Bhopal for three years

1. NABARD intends to enter into contract with a reputed agency for “Comprehensive Maintenance & Upkeep and all related works of NABARD’s Visiting Officers’ Flat (Vof) & Catering Services for NABARD Madhya Pradesh Regional Office, Bhopal for three years” at the following addresses.

   VOF No. 400, 401, 402, 403 in NABARD RO Bldg, Bittan Market, VOF 1, 2, 3 and 4 (proposed to be established) in NABARD Officers Quarters, Sector A, Shahpura, Bhopal and VEF 1 in NABARD Staff Quarters, Sector C, Shahpura, Bhopal

2. The PART-I (Technical/ Pre qualification Bid) of the tender shall contain Pre-Qualification bid in the prescribed format along with proof of Deposit of Rs.20,000.00 (as EMD)/ valid MSE Registration in the tender document. The PART–II of the tender shall contain only the financial bid in the prescribed format. Part-I and Part-2 of tender document shall be submitted in separate sealed covers. Tenders submitted in a single envelope shall not be accepted and would be returned to the respective bidders.

3. The tender document is available for download at https://www.nabard.org/Tenders.aspx?cid=501&id=24. The envelope should be addressed to “The Chief General Manager, NABARD, Madhya Pradesh Regional Office, Bittan Market, Arera Colony, Bhopal 462016” and superscribed “Tender for Comprehensive Maintenance & Upkeep and all related works of NABARD’s VOFs/ VEFs & Catering services for NABARD Madhya Pradesh Regional Office, Bhopal for 3 years”. The tender should be submitted into the Tender Box placed on Ground floor, Reception Area, NABARD Building, Arera Colony, Bhopal and not later than 14:30 hrs on 16 February 2021.

4. The Pre-Bid meeting will be held at 04.00 PM on 8 February 2021 at NABARD Regional Office, Bhopal. To be eligible to participate in the prebid, the bidder should already have conducted a site survey and should have satisfied himself about the overall feasibility of the work/service. The clarifications being sought in the pre-bid meeting should
be submitted in writing at least 05 working days prior to the date of pre-bid meeting by email to dpsp.bhopal@nabard.org. All the clarifications of the pre-bid meeting will be part of tender.

5. Bid should consist of the following:

   a) Proof of Deposit of Earnest Money Deposit of ₹20,000/- which is to be remitted by NEFT into Account No. NABADMN04, IFSC NBRD0000002, Bank Name-NABARD, Branch-HEAD OFFICE, MUMBAI.

   b) Duly filled (wherever applicable) and signed copy of all pages of this tender documents. The stamped signature will not be accepted.

   c) Undertaking by the Authorized Signatory of the Vendor/Bidder, clearly stating that the bidder has not been blacklisted by any Central/State Government Organization or PSU.

6. Before filling up the tenders, the bidders may note the following:

   a) The bid shall remain valid and open for acceptance for 03 months from the date of opening of the bid.

   b) All documents that comprise the offer and all pages of tender, should be signed and sealed by the bidder, as a token of acceptance to the terms and conditions specified in tender.

   c) NABARD reserves the right to accept or reject any/all tender(s) in part or whole of any bidder/bidders without assigning any reasons for doing so.

   d) Bidders are requested to visit the site at NABARD, RO Building at Bittan Market & NABARD Quarters at Sector A and Sector C, Shahpura, Bhopal before bidding.

7. The successful bidder shall execute an agreement with NABARD in accordance with the standard format enclosed within 14 days from the date of acceptance of the offer failing which the bidder’s EMD may stand forfeited.

8. NABARD reserves the right to give preference to any contractor who is qualified and having experience in Tourism/Hotel Management.

Yours faithfully

(Dr K V S Prasad)
Deputy General Manager
2. FORM OF TENDER

Ref. No. Date
From

To
The Chief General Manager
National Bank for Agriculture and Rural Development
Madhya Pradesh Regional Office
Bittan Market, Arera Colony,
Bhopal – 462016

Dear Sir,

Tender for Comprehensive Maintenance & Upkeep and all related works of NABARD’s Visiting Officers’ Flat (VOF), Visiting Employee Flat (VEF) & Catering Services for NABARD Madhya Pradesh Regional Office, Bhopal for three years

Having examined the tender documents for “Comprehensive Maintenance & Upkeep and all related works of NABARD’s Visiting Officers’ Flat (VOF), Visiting Employees’ Flat (VEF) & Catering Services for NABARD Madhya Pradesh Regional Office, Bhopal for three years” for “VOF No. 1, 2, 3, 4 in NABARD RO Bldg, VOF 1, 2, 3 and 4 in NABARD Officers Quarters, Sector A, Shahpura, Bhopal and VEF 1 in NABARD Staff Quarters, Sector C, Shahpura, Bhopal” and having understood the provisions of the tender documents, having thoroughly studied the requirements for Comprehensive Maintenance & Upkeep and all related works of NABARD’s VOFs and VEFs & Catering Services at NABARD, Bhopal, I/We submit herewith the tender offer to you for the Comprehensive Maintenance, Housekeeping and Catering Contract in accordance with the terms and conditions and within the time mentioned in the tender documents at the price quoted by me/us in the “Bid” submitted separately duly signed in a sealed cover as desired in the tender. I/We enclose with tender, the following duly signed documents namely:

a. Notice Inviting Tender
b. Undertaking & Declaration
c. Scope of Work and Terms & Conditions of Tender
d. General Instructions to Bidders
e. Information about tenderer
   (Along with all documentary proof for information provided in the form)
f. Articles of Agreement (To be signed by the successful bidder) &
g. Integrity Pact

I/We hereby undertake that the statements made herein and the information given in the document are true in all respect and that in the event of any such statement or information being found to be incorrect in respect of any particulars, the same may be construed to be a misrepresentation entitling NABARD to avoid any resultant contract, to terminate the contract and will compensate NABARD for any loss/damage caused due to such misrepresentation and NABARD may also, at its discretion apply the blacklisting clause. I/We confirm having remitted by NEFT, requisite amount towards Earnest Money which does not bear any interest for Upkeep & Maintenance of VOF, VEF and Catering Service.

Yours faithfully

(Signature with date of Authorized Signatories) Name:
Designation:
Seal of firm:
2 A) Undertaking & Declaration by the Bidder

Ref. No. - ........................................................................................................

Date :
From : ........................................................................................................

The Chief General Manager
National Bank for Agriculture and Rural Development
Madhya Pradesh Regional Office
Bittan Market, Arera Colony,
Bhopal – 462016

Dear Sir,

Undertaking & Declaration by the Bidder

Having examined the tender documents for “Comprehensive Maintenance & Upkeep and all related works of NABARD’s VOFs, VEFs located in RO building/ Sector A & C Quarters in Shahpura AND Catering Services at NABARD’s Regional Office for period of three years” and having understood the provisions of the tender documents, having thoroughly studied the requirements for Annual Maintenance Contract for Catering & VOF, VEF Maintenance for NABARD at Bhopal, I/we undertake/declare as under.

I/We undertake that

1. I/We have not been blacklisted by any Central/State Government Organization or PSU.

2. I/We declare that I/we will follow C.L. (R & A) Act and Minimum Wages Act and other labour laws as applicable from time to time & indemnify NABARD for any liability arising out of operation of C.L. (R & A) Act and Minimum Wages/Labour Act.

Yours faithfully,

(Signature with date of Authorized Signatories)

Name:

Designation:

Seal of firm:
INTEGRITY PACT
Between
National Bank for Agriculture and Rural Development (NABARD) hereinafter referred to as "The Principal"
And
............................... hereinafter referred to as "The Bidder/Contractor"

Preamble
The principal intends to award, under laid down organizational procedures, contract/s for Comprehensive Maintenance & Upkeep and all related works of NABARD's Visiting Officers’ Flat (VoF) & Catering Services at NABARD’s Regional Office Bhopal. 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) the confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

Section 2 - Commitments of the Bidder(s)/Contractor(s)

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

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

b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

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

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

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

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

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

3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.
Section 7 - Criminal charges against violating Bidders(s) / Contractor(s)/Subcontractor(s)
If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

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

The Independent External Monitor appointed for NABARD is Shri Pramod Kumar Sangewar, Address: H.No.12-5-65/1, Flat No.109, Sri Harsha Sethuram Unique, Vijayapuri Colony, South Lalaguda, Secunderabad-500017, Telangana State

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

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

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

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

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

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

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

9) The word 'Monitor' would include both singular and plural.
Section 9 - Pact Duration

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

Section 10 - Other provisions

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

(For & on behalf of the principal)                     (For & on behalf of the Bidder/Contractor)
(Office seal)                                          (Office seal)

Place ______________________
Date ______________________

Witness 1: ______________________
(Name & Address) ______________________

Witness 2: ______________________
(Name & Address) ______________________
3. Scope of Work

1. NABARD is desirous of having a maintenance contractor responsible for Comprehensive Maintenance & Upkeep and all related works of NABARD’s Visiting Officers’ Flat (VoF) & Catering Services at NABARD, Regional Office Building located at E-5, Arera Colony, Bhopal/NABARD Quarters. The Contractor / Service Provider shall also provide tea / coffee to all staff members on all working days in the office.

2. NABARD requires the Vendor / Service Provider to provide all kinds of catering services to the Officers’/official visitors at NABARD, Madhya Pradesh Regional Office located at E-5, Arera Colony, Bhopal-462016. The required services include providing comprehensive maintenance & Upkeep and all related works of Bank’s Visiting Officers’ Flat (VOF) & Visiting Employees Flats (VEF) & Catering Services at NABARD’s premises. Catering for the meetings and Conferences hosted by NABARD will also be done by the Vendor / Service Providers.

3. For providing catering services, NABARD will allocate required space for kitchen / dining / crockery & cutlery items / kitchen equipments and required furniture in the dining areas in the office. NABARD will also provide water and electricity free of cost. While bidding, this may specifically be taken into account. The Vendor / Service Provider will source food ingredients, labour and will refill gas(LPG) etc. at their own cost, prepare the food items in the given premises and serve the same in a hygienic manner.

4. The Vendor / Service Provider will be responsible for removal of the garbage and keep the assigned premises neat & clean. The Vendor / Service Provider will serve snacks / tea / lunch etc. as per order apart from regular supply, at a rate approved by NABARD. Employees will make payment directly to the vendor.

5. The interested vendors are advised to inspect the site/thoroughly understand the nature of service required in this regard and satisfy themselves before submitting their bids. A vendor shall be deemed to have full knowledge of the site/nature of services to be provided, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

6. The Vendor / Service Provider will have to cook in the kitchen attached to the Dining Areas in NABARD’s premises for serving food to the Officers.

7. The Vendor / Catering Service Provider will source food ingredients, labour etc., at their cost, prepare the prescribed type of food items and in quantities as approved by NABARD, in NABARD’s specified space in its premises and serve the same in designated dining area / cabins/ conference halls in a hygienic manner for which he will realise sale price from the respective purchasing officer at fixed prices as approved by NABARD (exclusive of taxes). The Vendor / Service Provider shall not prepare or serve any other item without prior approval of NABARD.

8. The Vendor / Service Provider shall ensure that the food shall be good, wholesome and of high quality and the ingredients like cooking oil, masalas and other spices etc., shall be branded and /or Agmark and / or ISI mark as approved by NABARD). Moreover, before using the raw materials and other ingredients for cooking, the Vendor / Service Provider shall ensure their quality and wholesomeness. NABARD through its authorised representatives shall have the authority to carry out tests and checks at their convenience of the raw materials, ingredients used for cooking, cooking arrangements and the finished eatables and will have absolute right to reject the cooked or raw items if they do not meet the required standard at its sole discretion and the same would be destroyed at the cost of the Vendor / Service Provider.
9. Vegetarian and non-vegetarian cooking shall be done separately.

10. It is the duty of the Vendor / Service Provider to provide accommodation to the staff employed by the Vendor / Service Provider. NABARD would not entertain any claim either for accommodation at its premises or for reimbursement of expenses in this regard.

11. The Contractors should provide 2 sets of uniforms and one set of shoes of approved colour every year for the employees deputed in NABARD. The Contractor will be reimbursed @ 2000/- per person, per annum for the same.

12. Menu: Illustrative menu is indicated in the Appendix. Weekly menu will be submitted to NABARDs' Officer in charge of supervision of Catering services in NABARD and the approved menu will be served in NABARDs' identified dining areas.

13. As regards the Tea Service across the Office Building, the billing method used will be for the Total number of staff members in the Office Building for all working days. The number of officers/staff will be reviewed monthly and intimated to the vendor/service provider.

14. The vendor / Service Provider will serve snacks / tea / Lunch etc., at the rate and quantities approved by NABARD. The rates would be exclusive of taxes. The rates would be charged at the discretion of NABARD. Officers who will be taking breakfast / snacks / lunch will directly make the payment to the vendor.

15. Over and above the menu fixed in the Annexure, the successful Vendor / Service Provider will also be permitted to serve special items as snacks / lunch / Juices / Ice creams etc., on sale basis.

16. The Vendor / Service Provider should have attendants for serving tea and attending to the various departmental catering requirement. Tea / Coffee should be made available to staff within 15 minutes of the order. Tea charges will be paid by the Bank @ 2 cups per staff per day on average 20 working days of the month. The lunch and Breakfast / snacks charges are to be collected by the caterer from concerned staff. Regarding meals etc. the dinner and lunch shall be charged at Rs. 90/- per vegetarian meal and Rs. 50/- per breakfast (inclusive of Tea / Coffee) and Rs. 12.00 for a cup of coffee/ tea. For non-veg, meal, along with veg, meal, a reasonable portion of non-veg item (fish/chicken/mutton) may be provided and charged at Rs.150/- per meal.

17. The Vendor / Service Provider will have to depute sufficient number of service staff to ensure smooth service of Tea/Coffee /Green Tea /Butter Milk etc. to senior Officers in cabins during office time as and when required by them during the day. Any lapse in these services will attract Penalty by not paying the charges for the requested services.

18. NABARD regularly holds various meetings / conferences / seminars etc. in its office premises. In some occasions, the attendees are State / national /international level dignitaries of high stature. The rate for serving special lunch / dinner on these occasions / high level meetings will be negotiated with the successful Vendor / Service Provider and rate will be fixed.

19. The Vendor / Service Provider shall be liable to pay P.F. Contribution, leave, salary etc., and shall be liable to observe statutory working hours.

20. Proper records shall be maintained by the Vendor / Service Provider with respect to the above Acts, and such other Acts as may be applicable to the Vendor / Service Provider's working and his workmen which would be subject to check from time to time by the NABARD officials. The Vendor / Service Provider will have to abide by all Labour Laws and Regulations laid down by the Central / State Government from time to time. All expenses in this regard will be the liability of the Vendor / Service Provider. The Vendor / Service Provider should have Income Tax / GSTN Number. At the time of submitting the tender, the applicant should enclose copies
of the FSSAI License based on the turnover, Contract Labour License, Income tax return, GSTN return / PF registration etc.

**Tea / Snacks / Lunch Timings**

21. Officers would be served tea / snacks / lunch as per the following timings.
   - Timing for tea Service - 10:00 Hrs to 11:30 Hrs and 14:30 Hrs to 16:00 Hrs.
   - Timing for service of Lunch in Officers’ /Staff Dining Room - 13:00 Hrs to 14:00 Hrs.
   - Timing for service of breakfast in the Officers’ /Staff Dining Room – 08:30 Hrs to 09:15 Hrs.
   Vendor/ Service Provider will have to ensure that the timings indicated by NABARD are maintained.

22. The Officials and staff of NABARD are required to work at times on weekends and Public Holidays or beyond office hours. The Vendor / Service Provider will have to provide catering services to these Officials/Staff members.

**Infrastructure and facilities to be provided by NABARD**

23. Kitchen along with cooking utensils and all necessary kitchen equipments.
   - Dining area with the necessary infrastructure.
   - Electricity connections/points for Electrical Equipment/ Infrastructure, Fridge, Ovens, Gas Stove, Electric Heater, Water Purifier, etc.,

**Crockery/Cutlery/ Glassware**

24. The crockery / glassware, etc. for dining areas will be provided by NABARD. Breakage beyond permitted level at 20% per annum, would be recoverable from the Vendor / Service Provider on quarterly basis. At the commencement of the tender the Bank will provide the Vendor / Service Provider with sufficient quantity of cutlery, it would be responsibility of the Vendor / Service Provider to maintain this adequate stock till the completion of the work order. Crockery & Glassware will be provided by the Bank.

25. It shall be the duty of the Vendor/ Service Provider to properly handle the various gadgets and utensils etc, provided by NABARD. The Vendor/ Service Provider shall keep a proper inventory of the items placed at his disposal by NABARD and the same shall be verified by the Vendor / Service Provider along with the representatives of NABARD. The decision of NABARD will be final in this regard.

26. NABARD shall ordinarily take care of the routine and normal wear and tear maintenance of the Lounge equipment. However, in case of any wilful damage or damage caused out of negligence to the repairs and / replacement, NABARD shall also adjust security deposits against such damages.

27. When material supplied by NABARD become unserviceable and if these are to be replaced by NABARD, the same would be replaced against the return of the unserviceable materials by the Vendor / Service Provider. Otherwise the cost of such materials shall be recovered from Vendor/ Service Provider.

**Kitchen - Cleanliness & Hygiene**

28. The Vendor / Service Provider shall ensure that the food is cooked in the prescribed kitchens. Highest standard of hygiene is to be maintained. The cleanliness and maintenance of the utensils used for cooking is to be strictly ensured besides proper maintenance of fridge, water cooler etc. The Vendor / Service Provider will have to bear the cost of cleaning materials. The Vendor / Service Provider is to ensure use of quality cleaning materials.

29. The vendor shall take full responsibility of cleaning and upkeep of entire lounge and dining area.
Catering Staff

30. The kitchen as well as the service staff shall be employed / engaged by the Vendor / Service Provider and NABARD shall not in any way be responsible for their terms of employment.

31. The Vendor / Service Provider shall maintain a register showing names and addresses of persons engaged along with photographs and KYC documents of each person and shall produce the same for inspection on demand by Officer- In – Charge or such other persons so authorised by NABARD.

32. The Vendor / Service Provider shall arrange through NABARD's Security Department , on advice of the Officer – In-Charge to issue identity cards bearing photographs of canteen employees for gate entry. All the personnel engaged by the Vendor / Service Provider entering NABARD's premises shall be identified by badges which may be worn by them at all times while in NABARD premises. The identity cards shall have to be exhibited prominently by Lounge Staff while they are present in the NABARD. The Lounge staff also be liable for search on entry/ exit. The Vendor / Service Provider will ensure that its employees do not remain in the premises beyond their normal working hours unless otherwise authorised. Any unauthorized presence in the premises beyond normal working hours will not be acceptable and Vendor / Service Provider upon receipt of complaint will have to immediately withdraw such employees from working in NABARD's premises.

33. One supervisor along with service staff should be present in the dining areas during the service hours on working days and as per requirement of NABARD on weekends/ public holidays and also as and when required by NABARD due to administrative exigencies.

34. The Vendor / Service Provider has to ensure that proper number of staff are engaged for discharge of various responsibilities entrusted to Vendor / Service Provider such as food preparation and service. For any increases in manpower for efficient running of the Lounge services, the Vendor / Service Provider shall not be entitled to additional remuneration.

35. The Vendor / Service Provider has to carry out annual medical examination at their cost of its staff members engaged in the catering work in NABARD. The Vendor / Service Provider shall ensure that his staff members deployed at NABARD are free from all communicable, contagious infections and other diseases. In the event of any employee of Vendor / Service Provider being found medically unfit, the Vendor / Service Provider shall arrange to replace him. NABARD may require the Vendor / Service Provider to submit a medical certificate for any of his staff members deployed at NABARD. The Vendor / Service Provider at commencement of his tenure at NABARD has to provide for the medical certificate of the employees within a month and for new staff member joining the workforce has to produce similar certificate within 15 days of joining.

36. The Vendor / Service Provider shall not engage minors for catering service.

37. All the personnel engaged by the Vendor / Service Provider shall wholly and purely be in the employment of the Vendor / Service Provider and no claim of individual/collective nature on NABARD’s employment by any of the employees or claim of any nature on NABARD shall be tenable. The Vendor / Service Provider shall at all times keep NABARD fully and effectively indemnified against all actions, suits, proceedings, losses, cost, damages, charges, claims and demand in anyway arising out of or during the course of anything done or committed/omitted to be done by the Vendor / Service Provider including the demand which the Vendor / Service Provider's employees individually/ through the Unions may have raised against NABARD arising out of this tender or as a result of the termination thereof or earlier determination of the contract.

38. The staff shall be properly dressed in neat and tidy uniform with proper head gear and hand gloves. They shall be courteous, well-mannered and attentive. They should be conversant with the tenets of the trade. The Supervisor with decision taking capability along with adequate service staff should be present in the dining areas during the service hours on working days as also on weekends / public holidays if services are required during such days.
Quality Assurance

39. The Vendor / Service Provider will ensure supply of quality items of food / sweets etc. In case of unsatisfactory/unhygienic quality of food item(s) or lapses in service or any breakage, shortage, deductions will be made as penalty which will be solely decided by NABARD.

40. The Vendor / Service Provider shall purchase and keep the raw materials stock of minimum 15 days required for the preparation of various items, including the controlled items of good quality at his own cost. The Vendor / Service Provider shall abide by the local Government laws relating to stocking of food grains, sale of food etc. and shall obtain the necessary licences from the competent authority, where applicable. The contractor shall obtain all the requisite licenses including under Prevention of Food Adulteration Act,1954 and Contract Labour (Regulation & Abolition) Act, 1970 and rules framed thereunder and under other applicable laws issued by the concerned Labour Department for running the establishment. NABARD at its discretion through its authorised representative may check the stock position of all the items to see that the above is being complied by the Vendor / Service Provider. In case of unsatisfactory / unhygienic quality of food items or lapses in service or any breakage / shortage, deductions will be made as penalty which will be solely decided by NABARD. The amount of penalty would be decided by NABARD on each occasion and will be final, conclusive and binding. The kitchen will be under the constant supervision of NABARD and any lapse will be taken seriously. Good quality branded raw material is to be used for the preparation of food.

Payments

41. The Vendor / Service Provider will have to serve tea/coffee/green tea/ butter milk/ milk for which NABARD will make payment. Similarly, the Vendor / Service Provider will have to serve lunch / dinner / snacks / tea / coffee etc. in the Lounge / meetings / workshops / seminars etc. on select occasions for which NABARD will make payment. The Vendor / Service Provider will be required to submit the claim for the services on fortnightly basis and NABARD will settle the bill within a fortnight.

42. Payment for the purchase of meals / snacks and beverages consumed by the Officers in the designated dining areas on a day-to-day basis will be done by the individual.

43. Tea + biscuit charges will be paid by the Bank for 2 cups per staff per day on average 20 working days of the month @ Rs15/- per cup. The lunch and Breakfast/ snacks charges are to be collected by the caterer from concerned staff. Regarding meals etc. the dinner and lunch shall be charged at Rs. 90/- per vegetarian meal and Rs.50/- per breakfast (inclusive of Tea/ Coffee) and Rs. 12.00 for a cup of coffee/ tea. For non-veg. meal, along with veg meal, a reasonable portion of non-veg item (fish/chicken/mutton) may be provided and charged at Rs.150/- per meal. For the Market items purchased by the vendor/contractor on order by office, MRP+ 10% towards contractor’s overheads will be provided subject to a maximum of Rs 300/- per market bill (whichever is less).

Upkeep and Maintenance of pantry / dining areas

44. The Vendor / Service Provider has to ensure that every day before and after operations, the pantry / dining halls / chafing dishes and all the crockery and cutlery are cleaned and kept in order before closing for the day.

45. The Vendor / Service Provider has to ensure proper disposal of waste and take care to see that the outlets / ducts provided in the kitchen are not blocked / damaged etc.

No sub-letting of Contract

46. The Vendor / Service Provider shall not sub-let the contract. If it is violated, NABARD reserves the right to terminate the contract without any notice.

47. In case of dispute regarding the quality of food / other eatables / unsatisfactory service etc., the final authority will rest with The Chief General Manager, NABARD, RO, BHOPAL and the same will be binding on the Vendor / Service Provider.
48. The Vendor / Service Provider shall not use kerosene in Bank's premises under any circumstances.

49. The contract shall not be construed to have given employment to the Vendor / Service Provider in NABARD nor any right to the Vendor / Service Provider on Bank's property. On completion of the contract or whenever NABARD decides the Vendor / Service Provider and his staff will immediately vacate the premises and handover all the dead stock items that were given by NABARD. The Vendor / Service Provider is only allowed to use NABARD's premises as a licensee for the limited purposes of preparing and serving of food stuff to the officers of NABARD.

50. Any other incidental services required by NABARD and not covered in the terms and conditions will be negotiated separately each time.

**Pre-Contract Integrity Pact**

51. As per Central Vigilance Commission guidelines, all PSBs/Insurance Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors / bidders and the buyer (i.e. NABARD), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the buyer and all bidders and stipulates rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the Pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished herewith. The Prospective vendors have to submit the same duly signed on a non-judicial stamp paper of Rs.100/- at the time of submission of the tender document as part of technical bid. The IP also envisages appointment of Independent External Monitors (IEMs), persons having high integrity and reputation, who will examine any complaint received regarding tenders and submit their report to the Chief Executive and also to the CVO in case of suspicion of irregularities. A format for the complaint to be recorded is enclosed to the proforma of the Integrity Pact.

52. The maintenance contractor shall maintain and update all registers/documents including complaints register relating to the work, as asked to do from time to time by NABARD, for attending complaints, upkeep and maintenance of the said VOF etc.

53. Keeping in view the No. of Rooms, Hall and Common area sufficient number of experienced/trained staffs to be deployed by the successful bidder on-site. The deployment may be made in such a way that at any point of time at least one staff is present in the VOF (24 x 7). Moreover, staff deployed must have experience in catering, maintenance and housekeeping of the premise.

54. The successful bidder will maintain detailed record of materials required/used at the VOF/VEF.

55. The terms and conditions regarding fixtures, fittings and all other items present within the said VOF/VEF shall be as follows:

a. The successful bidder shall ensure the safety of the furniture, fittings, stores and all other electrical, electronic, office equipment & consumables present within the said VOF/VEF and keep the VOF/VEF rooms locked when not in use after proper housekeeping.

b. **As due performance of his obligations hereunder, the successful bidder shall deposit with and keep deposited with Bank a sum @ 5% of the quoted amount (total annual value of the contract), as Performance Security Deposit within 15 days of award of work. No interest will accrue on the said deposit. Such deposit would be refunded to the successful bidder after the successful bidder has settled all his liabilities, if any, towards NABARD at the time of completion/termination of this agreement. The Performance Security Deposit is liable to be forfeited by NABARD if the successful bidder commits breach of any or all of the terms and conditions contained herein. The amount of liability to be
recovered for breakages, of articles referred above shall be arrived at on the basis of the prevailing market prices of such articles/items or the prices paid by NABARD at the time of purchasing them, whichever is higher.

c. The officer(s) of NABARD may at any time inspect the maintenance work/job and all items/articles handed over by NABARD to the successful bidder and deemed to be in possession of the successful bidder and the successful bidder shall give all assistance for this purpose to officers deputed in this behalf.

56. List of items of work to be attended for VOF/VEF Upkeep

a. Preparing and serving food to guests timely & in a clean and hygienic manner.
b. Changing curtains, linen (bedsheet, pillow cover, mattress cover etc.) in the VOF/VEF.
c. Ensuring general cleaning of VOF/VEF /Hall/Common area, toilets, lobbies, staircases, cupboards, beds, Kitchen and other areas of the facility to keep them in proper hygienic conditions.
d. An exclusive person to be deployed to take care of the handing/taking over of guest rooms, provision of drinking water to the occupants and running small errands.
e. Ensuring dusting and maintenance of furniture & fixtures provided in VOF/VEF.
f. Ensuring that dining hall, dining table, all the utensils, crockery, linen, kitchen equipment etc. are properly cleaned.
g. Maintenance of Drawing Room, TVs, Reception with holding of charge of keys, issue of toiletries to guests and other officials.
h. Making arrangements for bringing medicines etc. for occupants (on payment basis).
i. Ensuring careful operation of TV/Dish connection and ensuring, in co-ordination with DPSP officials, that DISH connection is up to date.
j. Ensuring that all lights, plumbing fittings, TVs, A/Cs, geysers, kitchen equipment etc. are in working condition.
k. Ensuring that lights, geysers, coolers, AC Units and other such appliances in the building are switched on and off as per requirement.
l. Calling AMC service provider(s) to ensure up to date maintenance of Water Purifier, Fridge, Television, Cable/Dish connection.
m. Keeping drinking water, mosquito repellent, toiletries etc. in the rooms of guests.
n. NABARD shall provide all infrastructural facilities like building, furniture, linen, plumbing & sanitary fittings, electrical fittings & fixtures, required number of items for utensils, crockery, cutlery etc. The successful bidder shall maintain full inventory of all the articles and maintain proper account thereof. Any breakage, theft, etc. shall be recovered from the successful bidder.

Trained Helper(s)/Worker(s)/Cook(s)/Any Other Employee(s)

a. Should be provided with appropriate and clean uniforms & be neatly dressed.
b. Should be morally upright, honest, courteous and polite & have positive attitude.
c. Should not be suffering from any diseases.
d. Should keep the dining hall and dining tables always clean and presentable.
e. Should enquire with guests and provide additional food items on request.
f. Should clean utensils/plates thoroughly using appropriate cleaning material.
g. Should not keep guests waiting to be served/unattended.
h. Should guide the guests to safety in case of fire/other disaster/accident.

Cook(s)

a. Should have adequate experience in handling kitchens.
b. Should be well versed in cooking north and south Indian dishes as well as continental
cuisines for dinner/lunch/breakfast items.

Cleaning of linen, kitchen equipment and cutlery/crockery etc.

a) Should use appropriate and good quality cleaning materials only.
b) Should arrange to carry out washing/cleaning of linen after every change of
   occupancy, or on every third day or if demanded for by the guests or if stained.
c) Washing of linen is to be done by a separate washer man. The cleaning charges of
   linen will be borne by NABARD. The contractor would ensure that the cleaning of
   linen is strictly as per manufacturer’s guidelines.
d) Provision of Toilet kits, Mineral water, Tea/Coffee/Sugar/Milk Sachets etc.
e) One toilet kit should be provided to each guest on allotment. #
f) If demanded by guest(s), mineral water bottles shall be served to them on
   chargeable basis
g) One sugar, tea, coffee and milk kit should be provided to each guest on allotment. #
h) Additional quantities of sugar/tea/coffee/milk etc., if demanded by guest(s), shall be
   served to them on chargeable basis.

# Kits will be provided by NABARD as per its arrangement and contractor should inform DPSP
RO well in advance for replacement of VOF kits

57. General

The Contractor should obtain booking confirmation form each guest and arrange to make
necessary entries in VOF register and VOF kit Register.

i Contractor of the VOF/VEF should obtain feedback from each of the guests and
submit it to NABARD.

ii Contractor of the VOF/VEF should take service requests/complaints in Service
Request Register and intimate the concerned vendor/NABARD suitably.

iii The Contractor will maintain a comprehensive list of inventory at Canteen/VOF/VEF
for all consumables as well as other assets given to him and should give inventory
statement by 1st week of every quarter indicating any breakage / loss of the items
provided.

iv Contractor of the VOF/VEF will facilitate inspection/supervision of VOF/VEF.

58. Others

NABARD reserves the right to demand change of employees, if required qualities are found
lacking.

59. Food & Beverages

NABARD Canteen Committee will fix the menu for breakfast, lunch and dinner which will be
changed periodically. Lunch/ dinner/ breakfast orders will be taken from guests and food
served to them at appropriate times. Only quality ingredients (trademarked where available,
see Annexure I below) like cereals, grocery, spices, tea, coffee etc. should be used.
Beverages like soft drinks etc. will be charged on MRP. Regarding meals etc. the breakfast,
dinner and lunch shall be charged at fixed rate as approved by NABARD. The rates for food
& beverages will be from the date of agreement of the contract. Revision of prices will be
considered, if necessary, keeping in view the prevalent market rates and decision of NABARD
in this regard will be final. The charges for all the above will be collected by the in-charge
from the guest(s) before they check out of the guestroom(s)

Signature of Tenderer with date & Seal of the firm:
Annexure I

**Indicative List of Ingredients** to be used by the successful bidder for Catering Service in VOF/VEF in fulfilment of contract 

<table>
<thead>
<tr>
<th>Ingredient</th>
<th>Brand</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wheat flour</td>
<td>Ashirwad (Plain/multi-grain)/Annapurna/ Pillsbury/ Patanjali or similar quality</td>
</tr>
<tr>
<td>Rice</td>
<td>Dawat (daily use)/ Patanjali/ India Gate or similar quality</td>
</tr>
<tr>
<td>Pulses</td>
<td>Rajdhani/ Mangat Ram (Unpolished) or similar quality</td>
</tr>
<tr>
<td>Spices</td>
<td>MDH/Everest/Catch or similar quality</td>
</tr>
<tr>
<td>Turmeric</td>
<td>MDH/Everest/Catch or similar quality</td>
</tr>
<tr>
<td>Salt</td>
<td>Nirma/ Tata / Patanjali</td>
</tr>
<tr>
<td>Sugar</td>
<td>Mawana/ sugarfree/ Stevia or similar quality</td>
</tr>
<tr>
<td>Refined Oil (edible oil)</td>
<td>Sunflower/Saffola or similar quality</td>
</tr>
<tr>
<td>Milk</td>
<td>Amul (Toned) / Sanchi</td>
</tr>
<tr>
<td>Tea leaf</td>
<td>Lipton/Tetley/Red label (nature care)</td>
</tr>
<tr>
<td>Coffee</td>
<td>Bru/Nescafe'/Sunrise</td>
</tr>
<tr>
<td>Pickle</td>
<td>Nilon/Mother's Receipe/Priya</td>
</tr>
<tr>
<td>Papad</td>
<td>Lijjat/Haldiram</td>
</tr>
<tr>
<td>Vessel cleanser</td>
<td>Vim/Prill (liquid soap)</td>
</tr>
</tbody>
</table>

# This is to provide quality meals in Breakfast/Lunch/Dinner. The cost of it will not be reimbursed by NABARD. The contractor must settle the bill(s) with guests before they check out.

Cooking oil, Masalas and other spices shall be branded.

**DECLARATION BY THE TENDERER**

We/I have read and understood fully 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.

Signature of Tenderer with date & Seal of the firm:
4. Terms & Conditions of Contract

1. **VOF Maintenance** - The successful bidder/Vendor/Service Provider shall provide Maintenance/Catering Services of VOF at NABARD RO Bldg, Bittan Market and the VOF/VEF located in NABARD Quarters located in Sector A and Sector C, Shahpura, Bhopal to the satisfaction of the National Bank for Agriculture & Rural Development (NABARD), hereinafter, also referred to as “National Bank” or “the Bank”.

2. Tenderers are advised to visit the site 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. The Contractor shall be fully responsible and shall indemnify the Bank 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 the Bank in this regard shall be final and binding

5. 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.

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

7. 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.

8. The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside the Bank’s residential quarters.

9. **Contract Period:** This contract shall be for a period of three years with provision for annual review of contractor’s performance by the Bank. To accommodate price escalation during the period, a review will be done after a period of 3 years and revision will be based on a mutually agreed rate.

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

11. While submitting the monthly bill, the contractor shall submit all the required documents/statements as desired and/or demanded by the Bank.

12. **Payment Terms by the Bank:**
   
   a. The bank shall pay to the Contractor, on monthly basis, housekeeping/maintenance/catering charges as indicated in Bid of the successful tenderer against the satisfactory service and bills raised by the contractor.
b. No overtime allowance or any compensation of any other kind shall be payable by the Bank to any person including supervisor employed by the Contractor for duties at the said VOF/VEF.

c. The Bank shall deduct income tax/TDS and any other taxes which it may be required to, under any law for the time being in force, from the payment to be made to the Contractor for the services rendered to the Bank. A certificate of tax so deducted at source in the prescribed format will be issued to the Contractor.

13. **Compliance of Legal Provisions** – The Contractor shall be responsible for the due compliance of all the legal provisions connected with equipment of housekeeping/maintenance staff posted at the said VOF/VEF of the Bank.

14. **Compliance with Statutory Requirements** - The Contractor shall comply with all statutory requirements in respect of their staff such as ESIC coverage, Provident Fund, payment of bonus, payment of minimum wages, dearness allowance, leave and gratuity benefits and other legal and statutory requirements in relation thereto and the Bank shall accept no liability in this regard. All such liabilities shall be discharged by the Contractor promptly without any default. Further Also necessary compliance with FSSAI norms.

15. **Breach of the Agreement/Unsatisfactory Performance** - The Bank shall, in the event of the contractor committing breach of any terms and conditions of this agreement or if the services provided by the Contractor is considered to be unsatisfactory by the Bank or for any other reason considered by the Bank as sufficient, be entitled to terminate this contract by giving one month notice in normal circumstances and without any notice in exceptional circumstances and the Contractor shall not be entitled to any compensation for such termination.

16. **Maintenance of VOF/VEF at Other Premises** - The Bank, if so desired, may ask the Contractor to provide Maintenance/catering services in any other VOF/ Office of the Bank and the Contractor shall provide such housekeeping/maintenance arrangement on contract basis on the above terms and conditions.

17. **Continuance of Services** - Notwithstanding anything contained in this tender, the Contractor shall continue to provide Maintenance of VOF to the Bank on terms and conditions of this tender/agreement till the date Bank terminates this arrangement.

18. **Vacation of Premises** - On expiry of or early termination of the contract, the Contractor and his staff shall vacate the said VOF/VEF, without in any way causing any damage to the said VOF/VEF and/or the property therein.

19. **Innovativeness** – The contractor shall bring to the notice of the Bank, innovative ideas shared by guests or otherwise for maintenance of VOF/VEF to the highest standard.

20. The successful bidder shall execute an agreement with the Bank at his own 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. The Contractor shall bear the stamp duty on behalf of both parties for execution of the agreement.

Signature of Tenderer with date & Seal of the firm
4a. SAFETY CONDITIONS OF THE CONTRACT

As part of the contract, the contractor must satisfy the under-mentioned safety requirements and must ensure at all time that these are followed without any deviation.

A. General

1. Smoking and chewing pan/tobacco/gutkha/any other drugs etc. are strictly prohibited in the building/VOF/VEF.
2. No jobs involving welding, soldering, lighting of flames or involving heat sources are permitted to be carried out after office hours or on holidays and Sundays without prior permission of NABARD. Moreover, such type of general maintenance/repairs will be carried out by NABARD’s empaneled vendors.
3. The contractor shall ensure that the persons deployed for the work are well conversant with the operation of fire extinguishers.
4. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during the period his/her staff works in the VOF.

B. Safety precautions of portable electrical appliances

Precautions in handling portable electrical appliances are more significant under monsoon conditions. Some likely situations are highlighted here for attention and action to ensure that conditions and methods of usage conform to the safety of personnel and property.

1. Broken sockets/pin plug/loose connections: Wires shall not be directly inserted into the sockets as the earth lead of the equipment inserted into the phase socket may give shock to the operator.
2. Joints in flexible cables: Usage of portable appliance is such that electrical and physical integrity of joint may be suddenly affected, leading to severe sparking and fire if combustible/inflammable materials are present near the joint. Perhaps this may not be noticed by the operator at all.
3. Appliance body grounding and system grounding: In the absence of or ineffective appliance body grounding, operator may receive severe shock in case of phase to earth fault during usage. All earth pins in sockets must have low impedance and mechanically firm earthling according to Indian Electricity Rules/BIS 3043 so that safety is assured to operators even under fault conditions.
4. Water leakage: Water reduces efficiency of insulation depending upon exposure. Presence of moisture on ordinary switches may give a shock during operation. Switches in chronic leakage areas should preferably be de-energised until the rectification is done and contractor shall take clearance from NABARD’s engineer on the issue.

Signature of Tenderer with date & Seal of the firm
5. General Instructions to Bidders

1. **Eligibility Criteria**— Offers are invited from Contractors/Bidders who fulfil the following pre-eligibility criteria.

   a. The Bidder must have an Office or establishment at Bhopal
   b. The firm/individual(s) having experience of at least 3 years of similar works with any of the PSUs/Banks/Central Govt. /State Govt. /Autonomous Bodies/Public or Private Company will be given preference.

   For the purpose of this clause 'Similar work' means the work of “Providing Comprehensive Housekeeping/Maintenance Services/catering services”
   c. Experience of having successfully completed similar work during last 7 years (ending 31/03/2020) should be either of following:

   I. Three similar completed works whose individual annual work value is costing not less than Rs. 4,00,000 (Rs. Four lakh only)
   II. Two similar completed works whose individual annual work value is costing not less than Rs. 5,00,000 (Rs. Five lakh only)
   III. One similar completed work whose individual annual work value is costing not less than Rs. 8,00,000 (Rs. Eight Lakh Only)

   Experience will be an added advantage for the bidder(s) in selection procedure.

2. **Earnest Money Deposit (EMD)** - Intending tenderers shall pay an Earnest Money Deposit (EMD) of ₹ 20,000/- (Rupees Twenty Thousand Only) by remitting through NABARD’S A/c No- NABADMN04, IFSC NBRD0000002, Bank Name- NABARD, Branch-HEAD OFFICE, MUMBAI and the UTR No. and date of deposit will be mentioned in the Tender.

3. **Maintenance Deposit and EMD** - The amount of Performance Security Deposit to be maintained will be 5% of the total annual value of the contract. The Earnest Money Deposit of ₹ 20,000/- paid by the successful tenderers shall be held by the Bank as partial Performance Security Deposit for the execution and due fulfillment of the contract. The balance amount of Performance Security Deposit (Performance Security Deposit minus Earnest Money Deposit) should be deposited with the Bank by NEFT from a Scheduled Bank within 15 days of award of work. No interest shall be paid on the said deposit. All compensation or other sum of money payable by the party to the Bank under the terms of this contract may be deducted from his Performance Security Deposit if the amount so permits and the party shall, unless such deposit has become otherwise payable, within 10 days after such deduction make good in cash the amount so deducted.

**Address & Time Limit** - Sealed Tenders, should be addressed to “Chief General Manager, National Bank For Agriculture and Rural Development, Madhya Pradesh Regional Office, Bittan Market, Arera Colony, Bhopal – 462016” and superscribed “Tender for Comprehensive Maintenance & Upkeep and all related works of NABARD’s Visiting Officers’ Flat (VOF) & Visiting Employees Flats (VEF) & Catering Services for NABARD, Madhya Pradesh Regional Office, Bhopal for 3 years” and sent so as to reach him not later than 14:30 hrs. on 16 February 2021 and no tender will be received after 14:30 hrs. on 16 February 2021.

3. **Tender Opening** – Bid of Tenders will be opened on 16 February 2021 at 15:00 hrs at this office by Chief General Manager, National Bank for Agriculture and Rural Development,
or any other officer designated for this purpose by him/her in the presence of other officials and the tenderers or their representatives, should they choose to be present.

4 Validity of Tender - Tender shall remain open for acceptance by the Bank for a period of three Months from the date of opening the tender which may be extended by mutual agreement and the tenderers shall not cancel or withdraw the tender during this period/extended period.

5 Filling Tender Forms- Rate should be quoted both in figures and words in the columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderers. Over writing of figures is not permitted, failure to comply with either of these conditions will render the tender void at the Bank’s option. No advice of any change in rate or conditions after opening of the tender will be entertained.

6 Signature on each Pages- Each of the pages of tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of the Contract, Specifications, Special Conditions, etc., as laid down. Any tender with any documents not so signed is liable to be rejected.

7 For Partnership Firms - The tenders submitted on behalf of the firm shall be signed by all the partners of the Firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender is liable to be rejected by the Bank.

8 NABARD’s Rights - The National Bank for Agriculture and Rural Development does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, without assigning any reason(s) for doing so.

9 Signing of Agreement - On receipt of intimation from the NABARD of the acceptance of his/their tender the successful tenderer shall be bound to implement the contract within 14 days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement along with other terms and conditions of the tender document.

10 Assigning Contract - The party shall not assign the contract to others. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing to the party, rescinding the contract, whereupon the Performance Security Deposit shall stand forfeited to the Bank, without prejudice to contractor’s other remedies against the Bank.

11 Information about Tender - The tenderer must obtain for himself, on his own responsibility and at his own expenses all the information, which may be necessary for the purpose of making the tender, on entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of work and all matters pertaining thereto.

12 Cooperation by Successful Tenderer- The successful tenderer must co-operate with the other contractor(s) appointed by the Bank so that the work shall proceed smoothly with least possible delay and to the satisfaction of the Bank.
13 **Water & Power** - The Bank will provide water and power required for the work free of cost at suitable points. The party should ensure that the water and power facility provided by the Bank are not wasted.

14 **EMD of Successful Tenderer** - The Earnest Money Deposit of the successful tenderer will be forfeited if the tenderer fails to comply with any condition of the contract.

15 **Definitions used in the Tender/Contract Agreement**

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;The Bank&quot;/ &quot;National Bank&quot;</td>
<td>Shall mean National Bank for Agriculture and Rural Development and shall include its assigns and successors.</td>
</tr>
<tr>
<td>&quot;The party&quot;</td>
<td>Shall mean M/s ________________________________________ and shall include his/their legal representatives, assigns or successors</td>
</tr>
<tr>
<td>&quot;This Contract&quot;</td>
<td>Shall mean the Articles of Agreement, the Special Conditions, the conditions, the Appendix and the specifications attached hereto which are duly signed.</td>
</tr>
<tr>
<td>&quot;Notice in Writing&quot;</td>
<td>written notice shall mean a notice in writing, typed or printed charter sent (unless delivered personally or otherwise proved to have been received) by registered post/Speed Post to the last known residential or business address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.</td>
</tr>
<tr>
<td>&quot;Act of Insolvency&quot;</td>
<td>Shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any amendments/modifications thereto.</td>
</tr>
<tr>
<td>&quot;The Works&quot;</td>
<td>Shall mean work of “Comprehensive Maintenance &amp; Upkeep and all related works of NABARD’s Visiting Officers’ Flat (VOF) &amp; Visiting Employees Flats (VEF) &amp; Catering Services for NABARD” in RO Bldg, Bittan Market and in NABARD Quarters located in Sector A &amp; C in Shahpura, Bhopal for three years” and any other addresses owned by NABARD in Bhopal as provided herein</td>
</tr>
</tbody>
</table>

I/We hereby declare that I/We have read and understood the above instructions for the guidance to tenderers.

(Signature with date of Authorized Signatories) Name:

Designation:

Seal of firm:
**Information about the Contractor**

1. Name of the Tenderer
2. Address with telephone number
   a. Head Office
   b. Branch Office at Bhopal (Address Proof to be attached)
   c. E-Mail Address
   d. Name and Contact Details of the Nodal Officer for tender
3. a. Is the firm registered under the Indian Partnership Act 1932? If so, give the name & address of the partners along with the Registration No. (Also submit a copy of partnership deed)
   b. Is your concern a proprietary concern? If yes, give Name and Address of the proprietor.
   c. Is your concern incorporated under the Companies Act or any other law in India? If yes, please give copy of relevant documents like Memorandum & Articles of Association, Bye- Laws etc.
4. Has your firm changed its name at any time? If so, when and the reason thereof.
5. Date of commencement of Business
6. **Details of registration with statutory authorities for:**
   a. GST Registration
   b. PAN
   c. FSSAI Licence/ Registration

Furnish self attested copies of Registration/Certificate and latest returns as filed with above Authorities.

7. Name and address of Principal Bankers. [**Enclose a cancelled cheque of principal banker**]
8. Details of places where Housekeeping/Catering/Maintenance of VOF/Executive VOF/Guest Houses has been/is being provided to Govt./PSUs/Public Limited Company in the past/

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Organization</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name of the Job(s)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Value (Rs.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Area Covered (No. of rooms etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No. of Manpower Deployed</td>
<td></td>
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<tr>
<td></td>
<td>Duration of Contract (From __________ to __________)</td>
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<tr>
<td></td>
<td>Contact person at such organization with Tel. No. &amp; Email</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Remarks</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9. Turnover of last 3 Years (Amount in Rs.)

<table>
<thead>
<tr>
<th></th>
<th>2017-18</th>
<th>2018-19</th>
<th>2019-20</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

Enclose Turnover Certificate from Chartered Accountant/ Enclose copies of last three years balance sheets and profit and loss statement.

10. I/We have submitted an amount of ₹ 20,000/- (Rupees Twenty Thousand Only) towards Earnest Money Deposit (EMD) by remitting the amount through NEFT into NABARD’s A/c A/c No. NABADMIN04 (IFSC NBRD0000002 on __________ and UTR No. is ____________ )

11. Address, Contact Details and E-Mail for Office in Bhopal (Enclosed proof of address)

____________________________________________________________
____________________________________________________________

Signature of Tenderer with date & Seal of the firm

(Stamp Duty is to be paid of requisite value)
AGREEMENT

THIS AGREEMENT is made at Bhopal on this __ / __ /2021

BETWEEN

National Bank for Agriculture and Rural Development (NABARD), a body corporate incorporated under 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, having one of its Regional Office at Bittan Market, Arera Colony, Bhopal herein after referred to as “NABARD” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the ONE PART.

AND

M/s _____________________________ (Proprietorship/partnership/firm/ Company) incorporated/registered under ___________________ Act, ____, and having its place of business at _______________________ hereinafter referred to as ‘Agency/Service Provider’ (which expression shall unless repugnant to the context meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS

1. NABARD is desirous of awarding of outsourcing the work of Annual Contract for Comprehensive Maintenance & Upkeep and all related works of NABARD’s Visiting Officers’ Flat (VOF) & Visiting Employees Flats (VEF) & Catering Services at NABARD’s RO Bldg, Bittan Market and in NABARD Officers Quarters, Sector A, Shahpura, Bhopal (Hereinafter referred to as the said VOF) for the works specified in the scope of work and whereas the Agency/Service provider has offered to undertake the maintenance of NABARD’s Visiting Officers Flats as per the scope of work and details indicated in the instructions.

2. NABARD in consideration of the conditions and convenants to be observed by the Agency/Service provider has agreed to permit the Agency/Service provider to carry out catering and maintenance of the Visiting Officers Flats and allied works as hereinafter set out.

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

1. The contract shall commence from _______________ and shall continue for period of three years unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of service, breach of contract, reduction or cessation of the requirements etc.

2. The contract may be extended after the expiry of the contract period of 3 years or such extended period(s) as the parties mutually decide. NABARD shall, in that event, make a request in writing in this behalf to the Agency/Service Provider one month prior to the expiry of the current contract/extended contract and upon such request, the Agency/Service
Provider shall provide the services to NABARD at the said premises, on the same terms and condition for a further specific period mutually agreed upon by the parties.

3. As compensation for provision of services at the VOF and allied works the party shall be reimbursed an amount of ₹_____________ (Rupees _______________ only) per month plus taxes as applicable.

4. The compensation shall be payable to the party by NABARD within 02 weeks from the date of receipt of the bill (complete in all respect as specified by NABARD from time to time) for the month for which services have been rendered to the satisfaction of the Bank.

5. The Agency/Service provider shall provide to NABARD an interest free Security of Rs ___________ (Rupees ___________Only) (Interest Free).

6. The Scope of work and its terms and conditions as enumerated in Annexure I is part and parcel of this contract and binding on the parties. The Agency/Service provider shall ensure that all items of work specified in the scope of work is attended to.

7. The Agency/Service provider shall maintain the premises (Kitchen, Toilets, Drawing room and all rooms of the VOF) in a clean and habitable condition.

8. The Agency/Service provider shall arrange for serving tea, coffee, snacks, breakfast, lunch and dinner to the guest in the VOFs as per the rates prescribed by the NABARD. The ingredients required for preparation will be procured by the Agency/Service provider from the market at its own cost. If required the Agency/Service provider shall bring snacks/lunch/dinner/breakfast for the guest from the market at own cost. If required the Agency/Service provider shall bring snacks/lunch/breakfast/dinner for the guests from hotels indicated by the guest(s), who will pay for the actual cost of the food. No service charges will be admissible to the Agency/Service provider for this.

9. The Agency/Service provider shall arrange for changing the bed linen etc. and getting them washed by the washerman whenever the guest(s) vacate/every 3rd day, whichever is earlier.

10. The Agency/Service provider shall be responsible for maintenance of Dead Stock items provided in the VOF. The Agency/Service provider shall hand over peaceful possession of the premises and Dead Stock items provided by NABARD after completion of the contract period or on termination of the contract.

11. The Agency/Service provider will make good to NABARD any loss on account of damages, breakages etc. due to any reason whatsoever except normal wear and tear.

12. The electricity charges will be borne by NABARD.

13. The Agency/Service provider shall arrange for getting refills of L.P.G or making payment of Bill of piped gas connection at its own cost.

14. The Agency/Service provider shall arrange to allot rooms strictly as per the allotment indicated by authorized officials of NABARD and no allotment/extension of stay shall be done/entertained without communication from these officials.

15. The VOF attendants will be smartly attired at all times in proper uniform to be supplied by the Agency/Service provider with the logo of the Agency/Service provider embossed/embroidered on the left pocket of the shirt.
16. The VOF attendants shall maintain good conduct and not indulge in any arguments with the guests.

17. The VOF attendant(s) shall maintain record(s) of guest bookings, Stock of consumable items, repairs of items and washing register. All these registers shall be put up to the authorized officials of NABARD once a month.

18. NABARD's instructions are required to be followed by the guests in the VOF. In the event of any violation the Agency/Service provider shall immediately report to the designated officer of NABARD.

19. VOF attendants shall obtain details as mentioned in the booking register of the visiting guests at the time of arrival and departure.

20. The Agency/Service provider shall ensure that no private party is held in the VOFs/ VEFS and no utensils, furniture, fixture etc. shall be supplied to the residents/outsiders.

21. The Vendor/Service Provider shall keep and maintain, at a conspicuous place in the said premises a complaint/suggestion register in which complaints/suggestions, if any, could be recorded by the concerned and the complaint/suggestion register shall be open to inspection by the Chief General Manager or officer(s) of the Bank so deputed by him. The Vendor/Service Provider shall put up the complaint register once in a week on Monday mornings and if Monday were to be a public holiday or by any other reasons the Bank remains closed on any Monday, the same shall be submitted on the next working day immediately following that Monday. The Chief General Manager will take such action in respect of each complaint or suggestion as the case may be and the Vendor/Service Provider shall be obliged to take remedial/rectification measures as instructed by the Chief General Manager.

22. The Agency/Service Provider should carry out the rotation of its deployed staff within its client organization during the contract period.

23. The Agency/Service Provider shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of their staff so deployed in NABARD and they shall remain under the overall control and supervision of the Agency/Service Provider. The persons deployed by the Agency/Service Provider 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 NABARD. The Agency/Service Provider's personnel shall not claim any benefit/compensation/absorption/regularization of services under the provisions of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

24. The Agency/Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to person(s) deployed in NABARD. NABARD shall, in no way be responsible for settlement of such issues whatsoever.

25. NABARD shall not be responsible for any damages, losses, Claims, financial or other injury to any person(s) engaged by Agency/Service Provider in the course of their performing the functions/works, or for payment towards any compensation. NABARD will not be under any liability whatsoever, 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 his (contractor’s) own cost.
26. The person deployed by the Agency/Service Provider shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of NABARD during the currency or after expiry of the contract.

27. In case of termination of this contract on its expiry or otherwise, the person(s) deployed by the Agency/Service Provider 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.

28. The Agency/Service Provider shall keep NABARD indemnified against all claims whatsoever in respect of their staff deployed by it in NABARD. In case any employee of the Agency/Service Provider so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Agency/Service Provider 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 Agency/Service Provider to NABARD or any person authorized by NABARD, on demand. Further, the Agency/Service Provider 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.

29. It will be the responsibility of the Agency/Service Provider to meet transportation, medical and any other requirements in respect of the persons deployed by it in NABARD and NABARD will have no liability in this regard.

30. The personnel deployed by the Agency/Service Provider should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.

31. The Agency/Service Provider shall ensure proper conduct of its personnel in NABARD’s premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

32. The Agency/Service Provider, 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.

33. In case, the unskilled manpower deployed by the Agency/Service Provider commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Agency/Service Provider will be liable to initiate appropriate action against such person(s), and if so required by NABARD, remove him/them from the premises.

34. The Agency/Service Provider shall comply with the municipal and other laws, obtain license, permission as required under the contract labor laws and cover all employees under his charges with all statutory requirements like minimum wages, PF, ESIC etc. The Agency/Service provider shall indemnify and keep indemnified NABARD against any lapse on the Agency/Service provider’s part in complying with these conditions or any other statutory requirements in connection with the housekeeping work.

35. The Agency/Service Provider shall also be liable for all taxes, levies, Cess etc. on account of service rendered by it to NABARD and responsible to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

36. The Agency/Service shall maintain all statutory registers under the applicable law. The Agency/Service Provider shall produce the same, on demand, to NABARD or any other authority under law.
37. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the Agency will be liable to be forfeited by NABARD besides annulment of the contract.

38. In case any of documents furnished by the Agency/Service Provider is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract.

39. NABARD reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

40. During the prevalent COVID-19 situation Standard Operating Procedure (Masks, Hand gloves, sanitizer and social distancing) may be followed. The expenditure towards this will be borne by the Contractor.

41. The contractor shall organise medical examination of all the staff before initial deployment which will be repeated on yearly basis.

42. If the Agency/Service Provider becomes insolvent or is found to have offered any bribe in connection with the contract or the contractor fails to observe or perform any condition of this contract 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 contract being terminated.

43. The Agency/Service Provider 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.

44. If the Chief General Manager so considers that the situation so warrants then he shall be entitled to terminate this agreement without giving any prior notice and also without assigning any reason in writing and the Agency/Service provider shall not be entitled to any compensation in the event of such termination. However, in normal course the agreement can be terminated by the Vendor/Service Provider by giving three months’ notice and by the Bank by giving one month’s notice.

45. Dispute Resolution
   a. All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement shall be resolved amicably
   b. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, such unsettled dispute or difference shall be referred for arbitration by sole arbitrator, mutually agreed upon by the parties, in accordance with the Arbitration and Conciliation Act, 1996.
   c. If no agreement is arrived at within 60 days from the date of receipt of notice by the other party, as to who shall be the sole arbitrator, NABARD shall send to the Vendor/Service Provider, a list of names of three persons who shall be presently unconnected with NABARD. Vendor/Service Provider shall on receipt of the names as aforesaid, select any one of the persons so named to be appointed as the sole arbitrator and communicate his name to NABARD within 30 days of receipt of the names. NABARD shall thereupon without any delay appoint the said person as the sole arbitrator.
d. If Agency/Service Provider fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform NABARD accordingly, NABARD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to Vendor/Service Provider/Service Provider.

e. If the person so appointed is unable or unwilling to act or refuses his/her appointment or vacates his/her office due to any reason whatsoever, another person shall be appointed by NABARD from the above list of persons. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.

f. The venue of the arbitration shall be Bhopal under the exclusive jurisdiction of the courts at Bhopal only.

g. The award shall be final and binding on both the parties.

46. Work under the Agreement shall be continued by Vendor/Service Provider during the arbitration proceedings unless otherwise directed in writing by NABARD. Save as those which are otherwise explicitly provided in the Agreement, no payment due, or payable by NABARD, to Vendor/Service Provider 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.

47. The reference to the Chief General Manager in this agreement and the schedules hereto annexed shall mean the Chief General Manager, Madhya Pradesh Regional Office, Bhopal and shall include, in respect of any power exercisable by him/her or NABARD under this agreement and any other officers of NABARD designated by him in that behalf from time to time.

48. Any notice, for the purpose of this contract, has to be sent in writing to the other party by registered post with or by a reputed courier service or by email. (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)

49. The agreement shall be interpreted and have effect in accordance with the law of India. The first three months of the contract shall be on a trial basis. 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, any day after the expiry of the said notice period.

50. The terms and conditions as enumerated in tender dated 25 January 2021 is part and parcel of this contract and binding on the parties. The Vendor/Service Provider shall ensure that all items of work specified in the scope of work is attended to.

51. This agreement is being executed in duplicate. NABARD shall keep the original and the Agency/Service Provider shall keep the duplicate.

52. The Agency/Service Provider shall bear the expenses for stamp duty on this Agreement for both the original and the duplicate copy.
In witness whereof the parties hereto, have caused their presence to be signed on the above by their duly authorised officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered
By Shri

CGM/GM/DGM
for and on behalf of NABARD

the duly authorized signatory
for and on behalf of the Agency/
Service Provider

In the presence of
1.

2.

In the presence of
1.

2.
PART II

NABARD, Madhya Pradesh Regional Office, Bhopal

Contract for Comprehensive Maintenance & Upkeep and all related works of NABARD's Visiting Officers' Flat (VOF) & Visiting Employees Flats (VEF) and Catering Services for Regional Office for 3 years

SCHEDULE OF QUANTITIES

(Per Month calculation)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td><strong>Monthly Service Charges</strong> for Comprehensive Maintenance &amp; Upkeep and all related works of NABARD’s Visiting Officers’ Flat (VOF) &amp; Visiting Employees Flats (VEF) &amp; Catering Services at NABARD’s Regional Office Building, Bittan Market and in NABARD Officers Quarters, Sector A, Shahpura, Bhopal</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Statutory GST</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Other Statutory Taxes, if any</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total (A+B+C) (in figures)</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total (A+B+C) (in words)</strong></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:**
1. Rates shall have to be quoted both in words and figures
2. Rates should be firm for first 3 years of Contract period.
3. After the end of initial three year period, necessary revision of rates can be considered on the basis of mutual agreement.
4. The Service Charge should include supervisory charges and cost of the LPG/ raw materials for cooking/ cleaning materials, etc.

(Signature with date of Authorized Signatories)

Name: 
Designation: 
Seal of firm: