Request for Proposal

Annual Maintenance Contract for deep Cleaning of Staff Quarters at NABARD, Naya Raipur

NABARD

Name of the tenderer: ________________________________
Address: ________________________________

NABARD
DPSP
Plot No. 01, Sector – 24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, PIN: 492101
Email: raipur@nabard.org

Date of issue of tender document: 11:00 hrs. on 26 February 2021

Pre Bid Meeting with bidders: 11:00 hrs. on 05 March 2021

Due date and time for submission of tender: 14:00 hrs. on 18 March 2021

Date and time of opening Technical bids: 15:30 hrs. on 19 March 2021
PART - I TECHNICAL & COMMERCIAL

NABARD
Department of Premises,
Security and Procurement
Regional Office,
Plot No. 01, Sector -24,
Opposite Central Park, Atal
Nagar, Naya Raipur,
Chhattisgarh, Pin: 492101
Email: draipur@nabard.org

Proposal for Annual Maintenance Contract for Deep Cleaning of Staff Quarters
NOTICE INVITING TENDER

Ref No. NB. DPSP/2351/Tenders-1/2020-21

26 February 2021

Madam/Dear Sir

Tender – Annual Maintainance Contract for deep cleaning of Staff Quarters at Sector -27, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101.

1. Sealed tenders are invited in the prescribed forms in two bid system and as per following details:-

<table>
<thead>
<tr>
<th>Description of work</th>
<th>Annual Maintainance Contract for deep cleaning of Staff Quarters at Sector -27, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101</th>
</tr>
</thead>
<tbody>
<tr>
<td>Place of work</td>
<td>Sector -27, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101</td>
</tr>
<tr>
<td>Estimated cost</td>
<td>Bidders have to submit the price after visit of the site.</td>
</tr>
<tr>
<td>Pre-requisite experience</td>
<td>The tenderer should have carried out similar work for Central / State Government / PSU / Autonomous body / Bank/Corporate as indicated on Sl. No. 1 of Pre bid qualification criteria.</td>
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<tr>
<td>Earnest money</td>
<td>If the estimated cost of tender is up to Rs.5,00,000/-, then the EMD amount to be submitted will be 2% of the tender amount. However, if the estimated cost of tender is above Rs.5,00,000/-, then the EMD amount to be submitted will be Rs.10,000/- plus ½% of the amount exceeding Rs.5,00,000/- (Subject to maximum of Rs.50,000/-).</td>
</tr>
<tr>
<td>Tender form availability</td>
<td>The tender document shall be available on all working days (Monday to Friday) from 26 February 2021 to 18 March 2021 (till 14:00 hrs) During office hours between 10.00 hrs to 17.00 hrs. Tender document can also be downloaded from <a href="http://www.nabard.org/tenders.aspx">http://www.nabard.org/tenders.aspx</a> (NABARD website).</td>
</tr>
<tr>
<td>Pre-Bid Meeting</td>
<td>At 11:00 hours on 05 March 2021 at NABARD Regional Office, Plot No.01, Sector -24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101</td>
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</tbody>
</table>
2. It must be noted that unsealed tenders and/or tenders not accompanied by EMD shall be rejected.

3. The tender should be submitted in a sealed envelope which shall clearly state the subject mentioned herein in bold capital letters in dark ink. The price bid may be sealed in a separate cover and be placed in same envelope.

4. The Technical and Financial Bid should be put in separate envelopes superscripted as technical bid and financial bid respectively and sealed. The Financial Bid of only those who qualify in terms of eligibility criteria will be opened.

5. NABARD reserves the right to reject or accept any tender without assigning any reason and NABARD’s decision in all such matters shall be final and binding on all tenderers.

6. The tender is not transferable.

7. The tender shall not include any conditions whatsoever. In case any conditions are included in the tender, the same shall not be taken into consideration and the tender in such cases is liable to be rejected.

8. The agency must be registered and complying with all statutory requirements.

9. Tenders received after the above time and date will not be accepted.

10. NABARD, Raipur does not bind itself to accept the lowest or any tender and reserve the right to reject, negotiate any or all the tenders received and also to split the work without assigning any reason.

11. The tenders shall be valid for at least 06 months from the date of opening of the tenders.

12. Rates in the price bid must be quoted both in the words and figures and in case of discrepancy, rates quoted in words will prevail.

13. The tender documents should be signed on each page by the quoter or
his duly authorized representative. Any overwriting, correction or cancellations should be duly authenticated with seal. Tender documents should be accompanied by a certified true copy of an absolute power of attorney in favor of signatory to the documents.

14. Any discrepancies, omissions, ambiguities or conflicts in contract document or any doubts as to its meaning should be brought to the notice of the bank. The bank will review these and where information sought is not clearly indicated or specific, will issue a clarifying bulletin to all quoters which will form part of the contract documents.

15. The contract shall be binding on the quoter as soon as the acceptance of the Tender is communicated to the quoter by the Bank.

16. The EMD (as derived above) is required to be deposited through NEFT to the following account:
   - Name of Account: National Bank for Agriculture and Rural Development
   - Bank: NABARD
   - Branch Name: Head Office, Mumbai
   - Account No (VAN): NABADMN39
   - IFSC Code: NBRD0000002

   After depositing the EMD amount, the tenderer is advised to send an email to dpsp.raipur@nabard.org with the details of the transaction.

   Regards

   -Sd-

   (P K Mishra)

   Deputy General Manager
I- General Instruction to the Tenderer

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

2. The envelope containing the Tender document complete in all respects, duly signed by the tenderer and sealed as necessary, should be dropped in the Tender Box kept in the Ground floor before 14.00 hours by 18/03/2021.

3. The Contractor selected for award of the Annual Maintenance Contract will have to remit an amount of --------- (to be calculated by vendor as per formula provided in Notice Inviting Tender). This amount shall be retained by NABARD as Retention Money Deposit (RMD) till expiry of the Contract and will not carry any interest.

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

5. Tenders containing tenderer's own conditions are liable to be rejected.

6. Scope of work are as indicated in the II

7. General Terms & Conditions are indicated in III.

8. General Specification as indicated in IV

9. Pre Bid Qualification Criteria, Information to be furnished by vendor, Bank Account particulars of tenderer, Statement I & II in V

10. - Instructions for filling the Price bid VI

11. Format of agreement to be signed VII

12. Integrity Pact VIII

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

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

   (b) The Contract period will be for a period of 24 months, from 01 April 2021 to 31 March 2023.

   (c) Validity of offer should be 90 days from the last date for receipt of quotation.
14. The rates may be quoted in the Price BID Annexure I & II. The Price BID will be opened on a date that will be informed to the selected contractors/vendors/agencies after scrutiny of the technical bid.

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

<table>
<thead>
<tr>
<th>SI No</th>
<th>Details</th>
<th>Address</th>
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</table>
| 1     | Officers’ Quarters:  
Duplex- 06  
3BHK Flats- 28  
2BHK Flats- 14  
1BHK Flats- 12 | NABARD Officer Quarters, Sector-27, Naya Raipur, Atal Nagar, Chhattisgarh-492101 |

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

i. The toilets and the wash basins in the occupied flats are to be cleaned in a hygienic way using branded cleaning agents- **Weekly Basis**

ii. Cleaning the room’s floor, washing the netlon, dusting the windows, cleaning the fans, removing cobwebs, and cleaning all the inaccessible spots of the occupied flats – **On Quarterly Basis.**

iii. Deep cleaning of all vacant flats including toilet, bath, kitchen etc.- **On Monthly Basis**

iv. Picking Garbage from all occupied flats and dumping the same in the nearest NRDA dustbin – **Daily at 1000 hours**

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

1) The agency should have relevant **ISO certification**. The copy of the same should be attached with the technical bid.

2) The agency should have the **ESI and PF membership** for its employees, the copy of the same is to be attached while submitting the tender.

3) The agency should have executed similar Contract with PSU/Central Govt. Dept. during the last three years and should submit list of its clients along with at least **two work orders copies**.

4) Copy of the **income tax statement** for the previous three financial years i.e 2019-20, 2018-19, 2017-18 should be enclosed with tender.

5) Sufficient manpower shall be provided by the Contractor to ensure that the items of works indicated in the scope of work are attended to and executed to the satisfaction of NABARD. The **list of manpower** available should be provided along with the tender

6) Supervisor should be available for coordinating between the workers and the residence and the assistant caretaker/caretaker so as to ensure effective and proper work.

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

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

9) The services shall be provided on Saturday to Sunday for 54 Flats and 6 Duplex.

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

11) **Payments**

   - The payment for cleaning of the toilet in the flats will be made on monthly basis and that of rooms will be made on quarterly basis and on submission of the bills for the same. The bill shall be certified by the Asstt Caretaker/ Caretaker and Protocol and Security Officer of our NABARD.

   - In case all the toilets are not cleaned on a weekly basis, then 10% of the rate quoted for per toilet cleaning, will be deducted equivalent to the number of toilets not cleaned per week. The same will be deducted from the bill before settlement as a penalty.

   - In case all the rooms are not cleaned, then 10% of the rate quoted for per room cleaning, will be deducted equivalent to the number of rooms not
cleaned. The same will be deducted from the bill before settlement as a penalty.

- Bill shall be submitted by the Contractor in the first week of every month for the work carried out during the previous month.

12) The Contract shall be valid for a period of two years i.e. from 01.04.2021 to 31.03.2023. However, NABARD reserves the right to terminate the services of the agency by giving one month notice if the services are found to be unsatisfactory.

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

14) Forfeiture clause in case of negligence/dereliction of duty by Contractor's staff.

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

16) **CAR policy and work man compensation insurance policy for 1.25 times** the contract value is to be taken by the agency for the workmen engaged and the same is to be submitted to NABARD within 15 days of the work order.

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

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

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

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

21) The contractor will attend to the regular complaints of the occupants and the work executed shall be to the satisfaction of the occupants and NABARD.

22) If the services is not attended on the same day/next day a pro-rata recovery will be effected. In addition to that any expenditure incurred by NABARD for rectifying such defects will also be recovered from the contract amount.

23) NABARD reserves the right to recover from the bill of the contractor security deposit for any default/ improper maintenance work in time which will be carried out through other agency at the cost and risk, if considered so by NABARD, which shall be binding upon the Contractor at all time.
24) **Breach of Terms and Conditions:** For any breach of the aforesaid terms and conditions, or unsatisfactory work, National NABARD (NABARD) shall be at liberty to terminate the Contract summarily with one month notice in the event of which the Contractor shall not be entitled for any compensation whatsoever

**Disclaimer Clause**

A disclaimer clause stating the following must be included in the tender/ RFP document:

a) The tender/RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their bids/ offers.

b) The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

c) The purpose of this RFP is to provide the bidders with information to assist the formulation of their bids/ proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and, wherever necessary, may obtain independent advice.

d) Bank makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

Signature of the authorized signatory of the contractor

/ Tenderer
**IV General Specification**

1) The Details of the flats and toilets that are to be cleaned are as below,

<table>
<thead>
<tr>
<th>Location</th>
<th>Duplex</th>
<th>3BHK</th>
<th>2BHK</th>
<th>1 BHK</th>
<th>Total Number of Toilets</th>
<th>Total Number of rooms</th>
</tr>
</thead>
<tbody>
<tr>
<td>NABARD Officers Quarters - Sector 27, Naya Raipur, Chhattisgarh 492101</td>
<td>6 (Unoccupied)</td>
<td>28(1 Occupied)</td>
<td>14 (10 Occupied)</td>
<td>12 (4 Occupied)</td>
<td>82 Western style toilet and 66 Indian style toilet</td>
<td>148</td>
</tr>
</tbody>
</table>

2) The balcony in 3BHK & 2BHK is to be counted as part of the hall and is to be considered as one room. The rates are to be quoted accordingly.

3) The rooms for Duplex will be 04-bedroom, 01-hall cum balcony, 01-kitchen

4) The rooms for 3BHK will be 03-bedroom, 01-hall cum balcony, 01-kitchen.

5) The rooms for 2BHK will be 02-bedroom, 01-hall cum balcony, 01-kitchen.

6) The rate quoted for cleaning, per rooms of the flats, on monthly & quarterly basis, should include the work of cleaning the room’s floor, washing the netlon, dusting the windows, cleaning the fans, removing cobwebs, and cleaning all the inaccessible spots of the flats as indicated in the scope of work.

7) The wash basin in the hall and bath cum toilet will be considered part of each toilet. The rates are to be quoted accordingly.

8) The labors should be available as and when required by NABARD. The labors shall make all efforts to try to keep the premises in top standards

9) The contractor shall ensure that only branded materials is used for maintenance work.

10) After the completion of work the contractor shall ensure the removal of debris out of the premises to safe municipal corporation limit, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the concerned officer, bill will not be settled. The cost for redoing the same will be borne by the contractor.

11) This contract is for the works to be carried out at our quarters premises from inside and outside for all floors / height. The cost of scaffolding or any other necessary equipment’s for completing the work will be allowed based on the nature of work. The contractor shall make his own arrangement for tools and ladder etc. for executing the work

Signature of the authorized signatory of the contractor / Tenderer
## V- Pre Bid Qualification Criteria

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Criteria</th>
<th>Supporting document to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Successfully completed at least three similar works whose value is not less than 40% of the estimated cost, ie., Rs.--lakh, or two similar works whose value is not less than 50% of the estimated cost, ie., Rs.--lakh or one work whose value is not less than 80% of the estimated cost, ie, Rs.--lakh of Annual Maintainance Contract for Deep Cleaning of Staff Quarters as detailed elsewhere in this tender document for the Private/ Government/ Semi-Government/ Government of India Undertaking, during last 03 years ending 31 March 2020.</td>
<td>Work orders and completion Certificate.</td>
</tr>
<tr>
<td>2</td>
<td>Turnover of the firm during last 03 years (year – wise): Annual turnover of the firm during each of the last three years should be at least 50 % of the estimated cost of the tender.</td>
<td>Attach a separate neatly typed sheet on Letter head of Chartered Accountant.</td>
</tr>
<tr>
<td>3</td>
<td>Work Experience</td>
<td>the firm should have experience of similar works during the last 3 years</td>
</tr>
<tr>
<td>4</td>
<td>Name and registered address along with date of incorporation of the firm</td>
<td>Document issued by Government body such as service tax, shop Act license, Company Registration, etc.</td>
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</table>
### Information to be furnished by the Vendor

<table>
<thead>
<tr>
<th></th>
<th>Name and Registered address</th>
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<tbody>
<tr>
<td>2</td>
<td>Organizational set up of the firm including names, qualifications and experience of partners / Associates and staff</td>
</tr>
<tr>
<td>3</td>
<td>Whether Registered (If yes, please enclose copies of relevant supporting documents)</td>
</tr>
<tr>
<td>4</td>
<td>Experience (give number of years)</td>
</tr>
<tr>
<td>5</td>
<td>Important large projects executed/On hand during last three year by the firm together with approximate cost of the individual Project. The full postal address of the clients for whom the works have been executed shall also be given.</td>
</tr>
<tr>
<td>6</td>
<td>Important large projects, if any, completed by the partners prior to joining the firm (these projects shall not be included under 5 &amp; 6 above, but shall be shown separately).</td>
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<tr>
<td>7</td>
<td>Name and address of the Banker/s of the firm</td>
</tr>
<tr>
<td>8</td>
<td>Proforma for electronic payment</td>
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</tbody>
</table>

Note: Please enclose copies of relevant supporting documents, wherever necessary.

Signature of the applicant with Full address and Office Seal.
### Bank Account Particulars of the tenderer

<table>
<thead>
<tr>
<th></th>
<th>Name of Firm</th>
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<tbody>
<tr>
<td>2</td>
<td>Address of firm</td>
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<tr>
<td>3</td>
<td>Name of Bank Branch and Address</td>
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<tr>
<td>4</td>
<td>Bank Code &amp; Branch Code</td>
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<td>5</td>
<td>IFS Code of Bank Branch</td>
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<tr>
<td>6</td>
<td>Type of Account</td>
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<td>7</td>
<td>Account Number</td>
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<td>8</td>
<td>PAN of firm</td>
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<td>9</td>
<td>Service Tax Registration No.</td>
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Signature of the applicant with Full address and Office Seal.
STATEMENT - I

List of technical personnel, giving the technical qualification, experience, including that outside the present organization

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name</th>
<th>Age</th>
<th>Qualifications</th>
<th>Work Experience</th>
<th>Nature of works handled</th>
<th>Name of the projects handled</th>
<th>Date from which employed in the present organization</th>
<th>Indicate special experience, if any</th>
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Mention other points, if any, to show technical and managerial competency to indicate any important point in your favor.

Signature of the applicant with Full address and Office Seal.
STATEMENT - II

List of Important Projects executed/ ON HAND by the Organization during the last three years costing Rs. ---------and above (strictly complying with Pre bid qualification criteria, Sl.No.1.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name of the Project and location</th>
<th>Nature of work involved in Contract (eg. residential Office, etc.)</th>
<th>Name of the owner, also indicate whether Govt./Semi- Govt./Govt. of IndiaUndertaking or Pvt. Body with full Address</th>
<th>Project cost in lakhs of Rupees</th>
<th>Completion Period Stipulated</th>
<th>Actual</th>
<th>Any Other relevant information</th>
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Signature of the applicant with Full address and Office Seal
VI - Instructions for filling the Price bid

1. Quoted rates should be workable and reasonable and should include:
   a. Payment to all the contract workers engaged by contractor on site as per minimum wages as notified by Labour Commissioner from time to time. **The minimum wages must cover Central Government wages as indicated by Central Labor Commission.**
   b. ESI & PF benefits (Employer’s contribution towards ESI & PF). EPF/ ESI has to be paid to worker considering the base full amount of applicable minimum wages prescribed by the Labour Commissioner from time to time.
   c. Cost of equipment/machinery, if required
   d. Allowance for maintenance of two sets of uniform, gloves, broom, mops, mask, bucket, ladder, sheet etc
   e. Incidental expenses and all overheads and profits

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

Rates shall have to be quoted in both words and figures

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

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

This agreement made on ..........the day of the ..............month in the year ............

..............BETWEEN , National Bank for Agriculture and Rural Development (or NABARD)having its Head Office at, Plot No C-24, 'G' Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 and its Raipur Regional Office at Sector -27, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101 (hereinafter referred to as the Employer / NABARD) on the ONE PART; and *Shri ___

S/D/O_________________resident of_____________________________the sole

Proprietor (hereinafter called the Tenderer which terms shall also be called the Supplier or the Contractor of M/S______having office at the following address............................................................................................................................

*M/S __________________________having its registered office at the following address

the partnership firm having an administrative/ principal office at represented its Managing / duly

authorised partner OTHER PART.

OR

* M/S __________________________company/ body

having its office at the following address

duly represented at........................................duly represented by its constituted and authorised Managing Director, Shri ..............................................................and (hereinafter called the Tenderer which terms shall also be called the Supplier or the Contractor) on the OTHER PART.

NOW THEREFORE THIS AGREEMENT AGREE THAT

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

2) We agree to executed with due diligence during the said contract period from 1 April 2021 to 31 March 2023.

I) General instruction to the tenderer
II) Scope of work
III) General Terms & Conditions
IV) General Specification
V) Pre Bid Qualification Criteria
VI) Instructions for filling the Price bid
VII) Format of Agreement to be signed
VIII) Integrity Pact
IX) Part II- Price Bid
3) The said Conditions and the Annexure thereto shall be read and construed as forming part of this agreement and the parties hereto respectfully abide by, submit themselves to the said condition and perform the agreements on their part respectively contained in said conditions.

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

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

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

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

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

As witness our hands are affixed this ______ day of 2021.

Signed and sealed by the said Employer in the presence of

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

Signature of the authorized signatory of the contractor / Tenderer
ANNEXURE C

INDEMNITY BOND

(On Rs. 100/- Stamp Paper)

KNOW all men by these presents that I, Shri.....................................................of
M/s .......................................................... do hereby execute Indemnity Bond
in favour of National Bank for Agriculture and Rural Development (NABARD), having their
Registered Office at C-24, G Block, Bandra-Kurla Complex, Bandra (E) Mumbai-400051 and
Regional Office at No. Plot No. 01, Sector – 24, Opposite Central Park, Atal Nagar,
Naya Raipur, Chhattisgarh, Pin: 492101 and
M/s.......................................................... having their office
at .................................................... on this ............. day of. .................2021.

WHEREAS NABARD have appointed M/s. ........................................ as the Contractor for their
proposed work relating to "Quotations for Annual Maintenance Contract for Deep
Cleaning of Officers Quarters of NABARD Naya RAipur – 2021-2023”

THIS DEED WITNESSETH AS FOLLOWS:-

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

1. any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents
or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty
work, negligence, faulty construction and/or for violating any law, rules and regulations in
force, for the time being while executing/executed works by me/us,
2. any damages, loss or expenses due to or resulting from negligence or breach of duty on the
part of me/us or any sub-contractor/s if any, servants or agents.
3. any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen
Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations
in force for the time being and any Acts replacing and/or amend the same or any of the same
as may be in force at the time and under any law in respect of injuries to persons or property
arising out of and in the course of the execution of the contract work and/or arising out of and
in the course of employment of any workmen/employee.
4. Any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents
which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/s..................................................... has set his/her hands on this
............. day of. ................. 2021.

SIGNED AND DELIVERED BY THE AFORESAID M/s

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

Signature of the authorized signatory of the contractor
/ Tenderer
PART – II
( Financial Bid)
BILL OF
QUANTITIES

Annual Maintenance Contract for deep cleaning of NABARD Staff Quarters Sector -27, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101.

FINANCIAL BID- Schedule of Quantities (Sample)

<table>
<thead>
<tr>
<th>(A)</th>
<th>Wages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Category of staff employed</td>
</tr>
<tr>
<td>1</td>
<td>Unskilled</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>(B)</td>
<td>Any other charges with explanation **</td>
</tr>
<tr>
<td>(C)</td>
<td>TOTAL OF A &amp; B</td>
</tr>
</tbody>
</table>

** Any other charges may include premium towards insurance cover for the workers employed, premium towards third-party insurance cover, other incidental administrative costs like provision of uniforms to workers, Service fee of the Contractor, etc. (If applicable)

* Latest Wage rates as notified by office of the Dy. Chief Labour Commissioner (CENTRAL), Ministry of Labour & Employment, Government of India for Category A. Applicable as revised from time to time by CLC (C).

Place : Naya Raipur  
Signature of Contractor

Date :  
Name and Seal

Address :  

Signature of the applicant with full address and Office Seal.

Signature of the authorized signatory of the contractor / Tenderer
VIII- INTERGRITY PACT

INTEGRITY PACT

Between

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

And

hereinafter referred to as “The Bidder/Contractor”

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 – Independent External Monitor

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

(Name & Address of the Monitor)

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

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

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

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

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

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

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

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

**Section 9 – Pact Duration**

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

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

**Section 10 – Other provisions**

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

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

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

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

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

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

__________________________________________  ______________________________________
(For & On behalf of the Principal)              (For & on behalf of the Bidder/Contractor)

(Office Seal)                                 (Office Seal)

Place ________________________________
Date ________________________________
Signature of the authorized signatory of the contractor / Tenderer

Witness 1:
(Name & Address)


Witness 2:
(Name & Address)
