



**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
KARNATAKA REGIONAL OFFICE
BANGALORE**

**Notice Inviting Tenders
For
HOUSEKEEPING, CATERING SERVICES AND GENERAL MAINTENANCE OF
VISITING OFFICERS' FLATS AT RAHEJA PARK, MAGADI ROAD, BENGALURU
1.4.2022 to 31.3.2023**

The Tender Document can be downloaded from NABARD's website
<http://www.nabard.org> and CPP Portal

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1. SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be downloaded from www.nabard.org and CPP Portal
	From: 24 February 2022
	To : 17 March 2022
Pre-Bid meeting	1100 hrs. on 28 February 2022
Last date of submission of Tender	Up to 1500 hrs. on 17 March 2022
Opening of Technical Bids	1600 hrs. on 17 March 2022 Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor's representatives.
Opening of Price Bids	Price Bid will be opened on a subsequent date, which will be communicated to the bidders who qualify the Eligibility Criteria and Technical Evaluation.
Contact Details: Address for Communication And submission of bid.	NABARD , Karnataka Regional Office, Department of Premises, Security and Protocol, 46, NABARD Towers, Kempegowda Rd, Bengaluru, Karnataka 560009

PART – 1

TECHNICAL BID

Instruction to the Bidders

1 Pre-contract Integrity Pact as in Annexure may be filled and submitted along with technical bid in Rs.200/- stamp paper, failing which the tender will not be considered.

General Terms & Conditions of the Contract

In Construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

(a)	"Employer"	Shall mean National Bank for Agriculture and Rural Development and shall include its assigns and successors.
(b)	"Contractor"	shall mean the successful bidder and shall include his/their legal representative, assigns or successors.
(c)	"Site"	shall mean the site of the contract works/including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
(d)	"This Contract"	shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Bill of Quantities and Specifications attached hereto and duly signed.
(e)	"Notice in writing"	written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
(f)	"The Works"	Total Facility Management and Housekeeping Services at NABARD, Karnataka Regional Office, Bengaluru 560009.
(g)	"VOF and VEF"	Visiting Officers' Flats and Visiting Employees' Flats at Raheja Park, Magadi Road, Bangalore 560079

Words importing persons include firms and corporations. Words importing the singular only also include the plural and vice versa where the context requires.

2. The Contractor shall comply with the safety code as detailed in Annexure
3. The employer reserves to himself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
4. In case of any dispute in any matter related to this contract the decision of the NABARD shall be final and binding on the contractor.
5. Before quoting the rates the contractor is advised to visit the site and understand the exact nature of the works to be carried out. He should fully understand the site conditions.
6. The tenderer must quote only in the original tender form and not in his own format or some retyped format.

7. Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures should not be done, 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 the opening of the tender will be entertained.
8. Each of the tender documents / pages should be signed by the person or persons submitting tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, and Special Conditions etc., as laid down. Tender with any of the documents / pages not so signed can be rejected.
9. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by partner who has the necessary authority on behalf of the firm to tender into the proposed contract. Otherwise the tender may be rejected by the Bank.
10. NABARD 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, either in the whole or in part, without assigning any reasons for doing so.
11. On receipt of intimation from the Employer of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and "the said Conditions" but the written acceptance by the National Bank for Agriculture and Rural Development, of a tender will constitute a binding contract, between the National Bank for Agriculture and Rural Development and the person so tendering, whether such formal agreement is or is not subsequently executed.
12. The contractor shall not sublet any portion of the Contract except with the written consent of the Employer.
13. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender for entering into contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of the work and all matters pertaining thereto.
14. The rates quoted in the tender shall include all charges tools, equipment and manpower. The rates shall also be firm and shall remain unchanged during the currency of the contract.
15. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Employer.
16. The successful tenderer must cooperate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
17. The Employer will provide water and power required for the work at free of cost. Gas connection would be provided by the employer but the cost of gas towards refilling of the gas cylinders would be borne by the contractor.

18. The Contractor shall provide necessary professional guidance, supervision and personal superintendence for Housekeeping, catering and maintenance of the VOF/VEF or hire a qualified supervisor at his own cost for the purpose.
19. The Contractor shall indemnify NABARD and hold it harmless in respect of all and any expenses arising from any injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under any Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claim.
20. All the pages of the Tender Document shall be signed by the Tenderer.
21. The envelope containing Tender / Quotation should be properly sealed, addressed, duly superscribed as **“Tender for Housekeeping and maintenance of VOF/VEF”** and should be dropped inside the prescribed Tender Box in the Office of the Chief General Manager, National Bank for Agriculture and Rural Development, Karnataka Regional Office, NABARD TOWERS, 46 K G Road, Bengaluru 560009. The last date of receipt of Tender is 14th March 2022 up to 3.00 pm and tender will be opened on 14th March 2022 at 4.00 pm in the presence of such Tenderers or their authorised representatives who choose to be present or at a later date convenient to NABARD.
22. Tenderers are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NABARD to their utmost satisfaction before quoting the rates.
23. Conditional / Deviational Tenders may be rejected without making any reference to the Tenderers.
24. No Tenderer will be allowed to withdraw his Tender during the validity period. In case any tenderer withdraws his/her tender during the validity period, the EMD amount received from such tenderers shall be forfeited.
25. The contractor would be required to furnish Rate Analysis for scrutiny of the rates, as and when called for by NABARD.
26. Notwithstanding anything stated above, NABARD reserves the right to assess the tenderers' capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.
27. **AWARD OF CONTRACT IN CASE OF MULTIPLE L1 BID**
In case multiple L1 arises, Quality and Cost Based Selection (QCBS) shall be carried out by the bank at its own discretion. The contract shall be awarded to the vendor who secures higher marks in QCBS among the L1 Bidders. In case multiple L1 bidders get same marks in QCBS also, then the Bank can visit the work sites of the bidders and award marks to the work being carried out at site adopting an objective criteria. The work can then be awarded to the bidder with highest marks. In case of multiple L1 bidders getting equal marks even after field visits, the final selection can be done based on draw of lots, as may be decided jointly by the RO and select bidders, or by pulling the highest number from a box containing 30 numbers. The format of QCBS is tabulated below for information

Sl No	Description	Score
1	Legal Structure	20
	Private Limited / Public Limited	20
	Partnership	15
	Proprietorship	10
2	Work Experience in the relevant field of work	10
	>20 Years	10
	20>=10 Years	5
	10>=5 Years	2
3	Average Turnover during last three years end 31.03.2021	10
	>10 Lakhs	10
	10 Lakhs >=5 Lakhs	5
	5 Lakhs >=2 Lakhs	2
4	No of Works in Public / Private Institutions [with more than build up area of the building > 3500 Sq Mtrs] handled in india in last 7 years (as on date of submission) (Relevant proof mentioning the area should be submitted)	5
	>20	5
	20>=10	3
	10>=5	1
5	Quantum of Area of the building / work performed in the last 7 years (Relevant proof mentioning the area should be submitted)	5
	> 3500 Sq Mtrs	5
	3500 Sq Mtrs >=2000 Sq Mtrs	3
	2000 Sq Mtrs >=1000 Sq Mtrs	1
	Total Marks	(50 Max)
<p>Evaluation of marks based on the scoring model will be triggered only when multiple bidders are found to be L1. Accordingly, L1 will be decided based on the highest marks obtained in scoring model based on technical parameter / matrix out of 50 marks.</p>		

28. VALIDITY OF TENDER: 90 Days from the date of opening of the Financial Bid

29. DECLARATION BY THE TENDERER

30. I/we hereby declare that I/we have read and understood fully the General instructions, General conditions of Contract, detailed specifications and the conditions of work, etc. and hereby agree to abide by them.
31. I/we hereby confirm that the tenders shall remain in force and valid for acceptance for a period of 90 (ninety) days from the date of opening of the financial bid.
32. I/we also note that any additions, clarifications, etc. which we would like to bring to your attention are put in a separate sealed covering letter. I/we ensure that only relevant entries asked for, are made in the tender documents. Entries other than the relevant entry shall make the tender invalid.

DATE:

SEAL & SIGNATURE OF THE TENDERER

PLACE:

OTHER TERMS AND CONDITIONS

1. NABARD may accept or reject any or all the tenders/bids in part or in full without assigning any reasons. In case of any dispute, pertaining to tender/bids, the decision of the Chief General Manager of this institute shall be final and binding on the bidders.
2. Person engaged must undergo a prior character and antecedent check/police verification.
3. The engagement of personnel by the contracting agency / firm/ organization will solely be at their discretion, as per usual norms and qualification and in no way make them entitled for any job or employment or permanency or any incumbency status in
4. NABARD.
5. The payment will be made after deducting applicable taxes, viz. TDS, GST-TDS and other taxes, if any, levied from time to time.
6. 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.
7. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.
8. The contractor shall deploy such minimum number of qualified and experienced staff to ensure that the work is attended to in time as per the scope of work of the tender, to the satisfaction of NABARD.
9. The contractor shall pay the personnel deployed in NABARD, their wages in accordance with the minimum Wages Act of State/Central Government on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed in NABARD.
10. Tenders/bids not complying with the minimum wages payment are liable to be rejected. The contractor shall, for all intents and purposes, be the "Employer" within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
11. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time

12. by the appropriate authorities. NABARD shall not be responsible in any manner in the event of non-compliance with various labour laws in force by the contractor and the onus of compliance lies solely with the contractor.
13. The contractor is advised to maintain attendance register of his staff employed at the site and wage register for payment (at least minimum wages as per Central/State Govt. rates) with all records up to date as per labour regulations. The contractor may be asked to submit the monthly payment records to the staff employed by him. The contractor is advised to ensure that the payment is regularly credited to the bank account of the individual staff and pay slips for respective payments are duly issued regularly. NABARD may ask for past pay slips and payment records to be submitted along with the monthly bill. In case wages are required to be disbursed in cash, same may be done in the presence of authorized representative of NABARD as required under relevant law.
14. The contractor should ensure payments to the labourers on or before 7th of every month irrespective of the fact that previous monthly bill is paid or not by NABARD.

MANPOWER REQUIREMENT

1. The manpower deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.
2. Necessary grooming should be done by the contractor before posting the staff at site. Receipt of any complaint in this regard shall be viewed seriously. No additional payment shall be made if contractor keep more staff at site for completing the pending work or if the minimum staff strength deployed is not able to perform satisfactorily as per the contract provision.
3. The Contractor's workmen should report at the site at as per timings mentioned in the Price bid/ Bill of Quantities. A register will be kept at the site showing attendance on day to day basis and which will be countersigned by the security guard on duty the time when contractor's worker arrives & signs at site. The same shall also be signed by ACT & the same or copy shall be presented along with the Contractor's monthly bill.
4. The Contractor shall abide by the requirements of Security from time to time and shall strictly follow the obligations required by NABARD.
5. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
6. The Contractor or his authorised representative should visit the site frequently as required by NABARD and meet Officials for any clarifications and to receive instructions.
7. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary without any notice.
8. In case of any default or failure on Contractor's part to comply with anyone / all of the Terms / Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.

9. 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.
10. The work should be carried out with least inconvenience to the occupants of guestrooms/ staff members of NABARD.
11. The Contractor should preferably provide uniforms to the deployed staff at his own cost.
12. The contractor shall provide photo identity card to its workers including the leave reserves. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.
13. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies.
14. The contract is liable for termination by giving one month's notice by either of the parties i.e., NABARD or the contractor.
15. The contractor shall provide mobile phone to the supervisor and number to be communicated to NABARD.
16. The contractor shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or is on leave.
17. On-site storage space will be provided to the Contractor. NABARD will not be responsible for contractor's materials. The contractor will be required to vacate the storage space as per exigency without any extra cost to NABARD.
18. While submitting the monthly bill for comprehensive maintenance bill, the contractors have to submit detailed information on the complaints received, pending and the reasons there for and likely date of attending the same. Bill will be considered for payment after receiving the statements.
19. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.
20. The Contractor shall extend necessary help to other Contractors engaged by NABARD under separate contract for their respective work.
21. The Contractor shall be required to furnish NABARD, as and when required, the following:
 - a. The Power of Attorney, name and signature of his authorized representative, who will be in-charge of execution of this contract.
 - b. Wage Book, Muster Book pertaining to labourers engaged under this contract.
 - c. Validity of Insurance Policies, Labour Contract License relating to staff engaged at NABARD site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.
22. 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
23. NABARD.
24. **The contract shall be valid for a period of one year, w.e.f. 1.4.2022 to 31.03.2023.** The bank also reserves the right/option to extend the validity of this contract for a further period not exceeding one (02) years subject to satisfactory performance.
25. **Forfeiture clause:** In case of negligence/dereliction of duty by contractor's staff, the contract shall be terminated without giving any notice and the security deposit shall be forfeited.
26. Applicable taxes in force shall be deducted from the bills during the currency of the contract.

27. It will be responsibility of the contractor to ensure that only persons on duty remain in NABARD premises. No suppliers, service providers, regular /contract/ casual employees of the contractors would remain in NABARD premises after the delivery of their services. No staff other than one attendant on night shift duty would remain overnight in the NABARD premises.

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

DATE:

Signature of the Tenderer

PLACE:

**NAME AND SEAL
ADDRESS**

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.
2. For any job involving welding, soldering, lighting of flames, use of heat source or temporary electrical connection, prior permission of the Bank shall be taken before execution of the same.
3. It is entirely the responsibility of the contractor to ensure that safety appliances are made available to his staff at contractor's cost.
4. The contractor shall ensure that the persons deployed for the work are well conversant with the operation of fire extinguishers.
5. The contractor must be careful regarding safety during working of his staff in the premises.

We/I agree to the safety conditions and to ensure compliance with the same fully.

DATE:

PLACE:

Signature of the tenderer with seal

SCOPE OF WORK

1. In the Visiting Officers' Flats at Raheja Park, there are 14 Visiting Officers' Flats and One Executive Visiting Officers' Flat. In the Executive VOF, Senior officers and executives like Chairman, DMD etc and their families stay during their visit to Bengaluru. The other Visiting Officers flats are for officers and their families who visit Bengaluru. There is One VEF flat to accommodate the employees other than officers and their families who visit Bengaluru.
2. The work involved is upkeep/ general maintenance, housekeeping and catering services in VOF and VEF. The work area consists of 15 VOFs and VEFs and open areas in the premises where the VOF and VEF are located. The number of VOF/ VEF may change during the currency of the contract.
3. The tenderers are advised to visit the site, conduct survey of the existing conditions so as to familiarise & satisfy themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.
4. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of tenderers to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.
5. NABARD is not bound to assign any reason what-so-ever for rejecting the tender.
6. Each page of the tender shall be signed. The tender shall be signed by person/persons on behalf of the organisation having necessary authorisation/Power of Attorney to do so.
7. If the space in the proforma is insufficient for furnishing full details, the information shall be supplemented on separate sheets of paper stating therein the part of the statement and serial number. Separate sheets shall be used for each part which shall also be signed by all the Authorised signatories.
8. Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, Karnataka Regional Office, 46 K G Road, Bengaluru 560009 at least two days before the closing date of tenders.

I/We have read and understood fully the instructions contained herein above and are acceptable to us.

Date:

Place:

Signature of the Tenderer & Address

B. BROAD SCOPE OF WORK

1. Upkeep/ general maintenance housekeeping and catering services in Guest Rooms and common lobbies / dining spaces.
2. The details of such services to be provided by the contractor have been enclosed in
3. ANNEXURE I
4. The contractor shall keep, at conspicuous and specified places complaint book / books in which complaints and suggestions, if any, may be recorded and the complaint book/books shall be open to inspection by the officers of NABARD.
5. The contractor shall maintain and update any or all registers/documents relating to maintenance work, as asked to do from time to time by NABARD, for attending complaints and upkeep of the said premises etc.
6. Adequate number of experienced staff, a minimum of 5 **persons** (including one supervisor (preferably) and a cook) may be engaged for rendering proper services to the guests and upkeep and maintenance of the VOF/ VEF. The minimum deployment of persons shall be as under:

Category of	Shift I	Shift II	Shift III
persons	(7.00 am to 3.00 pm)	(3.00 pm to 11.00 pm)	(11.00 pm to 07.00am)
No. of persons	1	1	1

The contractor would engage a cook on split duty basis to cover the period of 0800 hrs to 1300 hrs in the morning and 1800 hrs to 2100 hrs in the evening

In addition, the contractor would engage part time Cleaner / Sweeper to complete the cleaning work before 1200 hrs every day.

The maintenance contractor shall ensure the safety of the furniture, fittings, stores and all other electrical, electronic and office equipment present within the said premises.

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.

DATE:

PLACE :

Signature of the Tenderer

NAME AND SEAL

ADDRESS :

List of Items of work to be attended to in respect of Maintenance Work (As per day-to-day schedule indicated in Annexure-I)

A. Upkeep/general maintenance, housekeeping and Catering services in Guest Rooms of VOFs and VEFs.

1. Dusting of furniture & fixture provided in the VOFs/ VEFs including those provided in the common area.
2. Supplying the drinking water in the VOFs/ VEFs rooms.
3. Cleaning of guest rooms, common areas, etc. with broom and also with wet mop on daily basis.
4. Removal of cobwebs from the rooms, living area, etc.
5. Change and washing of curtains in the VOFs/VEFs
6. Switching on / off the lights, air conditioners and other electrical appliances in the VOFs/ VEFs as per requirement.
7. Cleaning of window panes, doors etc. in the work area.
8. Collection of all garbage from the work area and disposal of all rubbish/waste material at a distant place away from the premises in the approved municipal dump.

B. MAINTENANCE OF GUESTROOMS

The following broadly mentioned items of works are to be attended as directed by NABARD.

1. An **exclusive** person to be deployed to take care of the handing/taking over of guest rooms, provision of drinking water to the occupants in addition to running small errands. The scope of work includes receiving and allotting (accommodation) rooms to the guests coming to stay; services include manning the reception, round the clock, on all the days of the year, maintenance of allotment register, billing, allotment and opening of rooms for bonafide occupants and perfect upkeep of rooms by good housekeeping and room service (which includes provision of bottled drinking water and waiter service).
2. Maintenance and cleaning on daily basis of all the rooms. A status report on day to day basis will be maintained by the contractor as a permanent record and may be sent to the office daily.
3. Bedroom linen and Bathroom towels shall be changed as per the schedule given in Annexure II. A register for this purpose shall be maintained by the contractor and will be scrutinized by NABARD officials from time to time. Requests of guests should be accommodated, such as for more towels, and logged in the register.
4. Floors of the rooms and corridor/wings will be cleaned daily with ISI mark detergent/phenyl (harmless WHO certified chemicals) and will be kept clean at all times.
5. Carpets wherever available, shall be cleaned daily by vacuum cleaner and dry cleaning will be done on quarterly basis or earlier, as per requirement.
6. Cleaning of sofa set, covers, curtains will also be done on monthly/quarterly basis, as per the schedule given in Annexure.
7. The contractor at his own expense shall arrange all consumable and cleaning materials for cleaning and dry cleaning. Mosquito repellent, anti-mosquito spray/fumigation, rodent and fly/ ultrasonic repugnant, etc., shall be done as per the schedule given in Annexure B.

8. Bathroom/toilet shall be cleaned thoroughly every day and mopped up with ISI marked phenyl.
9. The contractor should be responsible for safe disposal of garbage on a day to day basis.
10. Air filters of Split/Window type air conditioner will be thoroughly cleaned (every month).
11. Deodorant/Colin/Room Spray shall be used for better results. Liquid Soap Dispenser/ Bath Soap, tissue rolls, toilet paper, bathroom freshner (odonil or equivalent), naphthalene balls, room freshener, toilet cleaner, duster brooms and cleaning/sanitary materials etc. will be provided by the contractor at no extra cost (For details see Annexure IV).
12. The contractor should be responsible for quality cleaning of bed and bath linens. Reception Desk should assist the guests' requirements.
13. Toiletries items from reputed brand(s) will be supplied by NABARD. A liquid hand wash from a reputed brand and a pair of slippers, be also kept as reserved in each rooms
14. Careful operation of TV/ cable connection may be done with utmost care by the attendants.
15. The contractor shall ensure overall general maintenance, like drainage, cleaning, garbage disposal (dry and wet garbage/plastic and non-plastic waste disposal etc., in an eco-friendly manner, using protective/closed bins), services and repairs (electrical, plumbing, etc.), breakdowns, emergency relief and help on urgency basis. To ensure prompt rectification of complaints, the contractor shall provide the nodal person identified by him with mobile phones.
 - a. The contractor should keep sufficient stock of toiletry kit to be provided to our guests and the same should be made available through periodic purchase from the notified shop. The bill will be directly settled by NABARD.

C. Catering (Food & Beverages)

1. The contractor shall take up the responsibility of supplying and serving breakfast/lunch/dinner as well as morning/evening coffee/tea for the guests on chargeable basis. The sample menu for breakfast/lunch/dinner is enclosed in Annexure B.
2. The agency shall also be asked to supply and serve special lunch/dinner for various official occasions, as requested, on fixed rates.
3. The agency shall be responsible for cleaning and washing of the cutleries, crockeries and other utensils used for preparing and serving coffee/tea/break-fast/lunch/dinner. The agency shall ensure high standards in the food service. Broken/chipped and stained plates/bowls/cutleries must not be used.
4. The agency is permitted to utilize the kitchen and store available in the two guest houses for the purpose of cooking/storing the necessary vegetables/groceries. Cooking for regular breakfast/lunch/dinner must be done in the Guest House kitchens. The agency shall keep the store-room, kitchen, and dining area clean.
5. The agency shall charge guests for the number of breakfast / lunch / dinner /coffee / tea they have ordered.
6. The contractor has to arrange himself all the provision items for cooking, cleaning materials, cook, supervisory staff, etc. The Guest House will be available for operation in as is where is condition, for maintaining it in upright, spic and span condition.
7. Dining hall/Kitchen service shall be rendered in hygienic condition by trained cook, cleaners etc., details of which may be indicated as required in the Annexure –B.

Appropriate pest-control treatment in kitchen/store- room areas will be undertaken periodically.

8. Meals should be provided as per menu and the rates approved. The menu details are given in Annexure–B for which the rate is to be mentioned in Annexure–A.
9. Appropriate crockery and cutlery will be supplied by NABARD. Breakage charges will be levied on breakage/ damages and the cost to be recovered will be on case to case basis.
10. Refilling of gas cylinder, repair and maintenance of the items under contractor control like gas stoves, refrigerator, water cooler, water purifier, bread toaster, mixer/grinder and other housekeeping and electrical equipment's etc., will be done by the contractor at no extra charge.
11. The agency has to ensure that the contract labourers engaged are paid minimum wages as per statutory requirements.

E. OBLIGATIONS OF NABARD Karnataka Regional Office, Bengaluru NABARD shall provide following inventory:

1. Furnishing of Rooms.Racks, Almirah, Room Locking arrangements, shoe/luggage rack etc.
2. Air Conditioners, Voltage Stabilizers, TVs, Geysers, etc.
3. Provision of curtain, blanket, looking mirror, towels, bed sheet, bed cover, mattress, protector cover, pillow, pillow cover, wall clock, table lamp, wall hangings etc.
4. Telephone instruments and extensions, computer/ modem/TCPIP connection.
5. Electrical fittings, tube lights, bulbs, fans, etc., as aggregate level infrastructure will be provided.
6. Payment of electric charges, water charges, telephone bills, house/municipal tax shall be taken care of by NABARD
7. Renovation/ addition to the building, solar water heating, firefighting equipment's, emergency power line etc. shall be taken care of by NABARD.
8. Matter related to civil or major electrical works, etc. shall be taken care of by the NABARD.

NABARD will hand over to the Agency materials like beds, cots, linen chairs, tables, mixer/grinder, fridges, kitchen equipment's, machineries' etc. and the Agency has to agree to keep proper acknowledgement and Agency shall take care to maintain these items properly. Malfunctioning of any equipment shall not be entertained as an excuse for unsatisfactory services. Upon end of contract / termination thereof, the Agency is liable to return the same to NABARD in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement cost of the items will be recovered from the final bill or security deposit.

F. PAYMENT TERMS

1. The agency shall raise the bill, in duplicate, along with the following documents
2. in respect of the persons deployed and submit the same to DPSP, NABARD, Bengaluru in the second week of the subsequent month or earlier, but after disbursement of wages to the workers. As far as possible, the payment will be released within two weeks from the date of submission of bills in all respects.

Current month Invoice Copy

Current month Wage Register duly signed by the individual contract Labourers

Current month Attendance Register

Current month ESI remittance challan with consolidate breakup details

Current month EPF remittance challan, as applicable, with consolidated breakup detail

In addition Half yearly returns submitted to EPFO& ESIC are also to be submitted whenever due.

3. During the course of the contract, any increase in the minimum wages (and applicable increase in ESI, PF) and corresponding increase in administrative charges will be borne by NABARD, subject to producing documents for disbursing the increased wages.
4. The contractor will be paid as per approved rate (award of contract/work order) on a monthly basis by NABARD for the services provided on receipt of original
5. bills (based on bill of quantities), after invoice entry and certification of the same by the concerned bank official for having rendered the services to the satisfaction.
6. Attendance sheet, with signature/attendance status of persons deployed and verified (by the identified person of NABARD) shall be enclosed with the bill.
7. A certificate that previous month payments of the employees under the contract
8. and payment to the supplier/general order vendors has been made and cleared in all respect shall be enclosed along with the list/details of such disbursement. It is mandatory that all such disbursements be done either by direct credit to the account, i.e. NEFT or cheque/pay order.
9. Monthly payment will be made within 15 days of submission of bills, in favour of the contractor **(in the name of the firm/agency, as per award of contract and agreement)** after making necessary tax deductions (GST, TDS, TDS under GST, etc.)
10. The contractor need to provide details of his Bank Account number, name and address of the bank, Branch and Branch Code and IFSC code etc., to facilitate online payment through NEFT/RTGS.
11. All other charges (other than statutory levies) will remain fixed during the duration of the contract.

E. EXPERIENCE AND QUALIFICATION OF MANPOWER

1. The cook should have good experience in cooking all types of cuisine, viz. south indian, north indian, etc.
2. The attendant personnel should have experience in their respective fields.
3. All the personnel being engaged by the Agency should wear formal dress.
4. Formal dress means white full-sleeves shirt and black trouser and black shoes.
5. They should be provided with hand gloves while serving the food.
6. The agency should deploy the manpower as mentioned in the scope of work.
7. NABARD will have the right to inspect the books of accounts of the firm/agency.

G. DAMAGES AND LOSSES

1. All the equipment and the items at site stands at the risk and sole charge of the contractor who shall deliver in proper condition at the time of annual stock taking to be done by NABARD. Any shortfall shall be immediately made good by the contractor by replacement. If the same is not replaced within one month of stock taking, the amount shall be recovered from the dues/bills of the contractor.
2. The contractor or his representative shall be present during the stock taking. If the contractor or his representative does not make them available, the stock taking shall be conducted in their absence, and which will be binding on them. For losses, if any due to

natural calamity or any other act of god, beyond the control of either party, NABARD will replenish the same, as per obligation mentioned above.

H. COMPLAINTS

1. The contractor shall keep a suggestion box to be provided by NABARD to record any suggestion/complaints on performance of services, by the guest and produce to NABARD or its representatives for perusal during their visit to ensure that prompt action has been taken on such complaints and measures taken to avoid their re-occurrence. The contractor shall attend to all the complaints and address as early as possible to the satisfaction of NABARD. The contractor will provide guest feedback forms in each room and collect it to tabulate/display the observations/feedback, grievances or risk and sit for monthly meetings with NABARD/Guest House authorities.

E. MISBEHAVIOUR OF EMPLOYEES

1. The employees of the contractor shall maintain strict discipline and not use any violent, absence or offensive languages while inside the premises.
2. Smoking and consuming alcohol inside the premises is strictly prohibited. In the case of misbehaviour, NABARD has the right to terminate the contract. It will be mandatory for the conducting agency to brief their personnel in advance and apprise them of the conduct expected for them, while working in an institution of national importance.
3. The selected agency shall not involve in any bribery or other unethical activities with anyone employed at NABARD.
4. NABARD reserves the right, to ask the Agency to terminate the services of any of the Agency's employees immediately on grounds of noncompliance of duties or if found guilty of misconduct. NABARD will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the Agency.
5. If a person employed by the Agency commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the Agency will be liable to take appropriate disciplinary action against such person, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.

J. BREAKAGE

1. All damages/breakage to the equipment/inventory in the charge of the contractor, if caused due to negligence of the contractor's employee, the cost of repair/replacement of the equipment will be borne by the contractor. Whether the damage/breakage has been caused due to negligence or normal wear and tear shall be heard and will be decided at sole discretion of NABARD.

K. REPLACEMENT

1. Replacement of articles (viz. linens, crockery, cutlery, consumables items/inventory etc.), which have been lost will be done after proper assessment by the competent authority and as per decision/mutual discussion.

L. PENALTY

2. Deduction on account of unsatisfactory catering services and improper housekeeping and maintenance of the guest house, common places/facilities etc., will be made from the monthly bill. The methodology for deduction will be as under:
3. In case of shortage of manpower, an amount proportionates to the shortage of manpower, taking into account number of employees as well as duration shall be deducted from the monthly bill of the contractor.

4. In case of unforeseen or peculiar circumstances, the decision of the CGM, NABARD / designated officer, so far as imposition of penalty is concerned, shall be final.
5. If the work is found unsatisfactory and below the expected standard in a particular area, including housekeeping/maintenance etc., NABARD, will have the right to get the same done by another agency. The charges on account of this shall be deducted from the contractor's bill.

BASIC INFORMATION OF THE CONTRACTOR

S. No	Particulars	Bidder's Response
1.	Name of the Applicant/ Organization and address of Registered Office (Attach documentary proof)	
2.	Year of establishment	
3	Type of the Organisation (like Sole Proprietorship, Partnership, Private Limited Company, Limited Company, or Cooperative Society, etc.)	
4.	Name of the Proprietor/ Partners/ Directors of the Organisation/ Firm	1. 2. 3.
5.	Details of Registration (Registration Certificate to be attached)	
6.	Whether registered/ empanelled for similar workswith: a)Government/Semi-Government/ Municipal Authorities or any other Public Organisation (Yes/No) b)If yes, name of authority; and c)Since when (Attach documentary proof)	
7.	Details of experience in the field of general maintenance and housekeeping	
9.	a) Office Address b) Name & designation of Officer-in-charge	
11.	a) Names of bankers with branch address	Name of Bank: A/C No: IFSC Code:
12.	Yearly turnover of the Organisation during the last three years with documentary proof	2018-19 Rs. _____ lakh 2019-20 Rs. _____ lakh 2020-21 Rs. _____ lakh

13.	Details of registration with the office of the Regional Labour Commissioner, EPFO and ESI	
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ANNEXURE III

List of Documents to be submitted (Check List)

Sl No	Title	Particulars along with documentary support (To be submitted by the bidder)
1	Registration Certificate of Company	
2	PAN card issued by the Income Tax Department with a copy of Income Tax Return of the last financial year	
3	GST Registration	
4	Provident Fund Registration number	
5	ESI Registration number	
6	Licence under Contract Labour Regulation and Abolition Act, 1970. One self-attested proof of Authorised person of the firm/agency with name, designation and address and office telephone numbers. If bidder is a partnership firm, name, designation, address and office telephone number of Directors/Partners also.	
7	Copy Balance Sheet and Profit and Loss Account for the last three years duly certified by a Chartered Accountant.	
8	Performance certificates from the Previous and current employers	
9	A copy of Company profile	
10	Integrity Pact in 200 Rs. Stamp paper as per the format given in tender document	

FORM OF TENDER

HOUSEKEEPING, CATERING SERVICES AND GENERAL MAINTENANCE OF VISITING OFFICERS' FLATS AND VISITING EMPLOYEES' FLATS AT RAHEJA PARK

Place _____

Date _____

The Chief General Manager

National Bank for Agriculture and Rural Development
NABARD TOWER
46 K G Road
BENGALURU - 560009

Dear Sir.

Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said conditions of the Contract Agreement annexed thereto.

Our Bankers are : (i.)

(ii.)

3. Address of the firm :

4. Tel. No :

5. Fax :

6. Mobile No(s) :

- i) _____
- ii) _____
- iii) _____

7. Name of the person(s) authorised to sign the contract

- i) _____
- ii) _____
- iii) _____

8. Name of the partner(s) of the firm authorised to sign the contract

- i) _____
- ii) _____
- iii) _____

9. The names of the Partners/Chief General Managers of our firm are

- i) _____
- ii) _____
- iii) _____

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

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

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

13. I / We agree to pay all Government (Central and/or State) Taxes such as GST, GST-TDS, etc. as applicable and other taxes prevailing from time to time.

14. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuations in the market rates, taxes or any other reasons whatsoever during currency of the contract period.

- i) _____
- ii) _____
- iii) _____

Name of the partner of the firm authorised to sign tender / (Specimen Signatures) agreement

OR

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

DATE :
PLACE :

Yours faithfully

(SIGNATURE OF THE TENDERER)

NAME AND ADDRESS OF THE TENDERER AND SEAL

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

ANNEXURE V

ARTICLE OF AGREEMENT

This Agreement made on the _____ day of the month _____ in the year _____ BETWEEN the National Bank for Agriculture and Rural Development (NABARD), established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Mumbai and its Karnataka Regional Office at NABARD TOWER, 46 Kempegowda Road, Bengaluru 560009 (hereinafter referred to as the NABARD and or its successors and assignees) on the ONE PART;

And

M/s _____, a proprietary/partnership/limited company concern having its office at _____ duly represented by its duly constituted and authorized representative, Shri/Smt _____ (hereinafter called the authorized representative of the Contractor) on the other part.

Whereas NABARD is desirous to carry out **HOUSEKEEPING, CATERING SERVICES AND GENERAL MAINTENANCE OF VISITING OFFICERS' FLATS/ VISITING EMPLOYEES FLATS AT RAHEJA PARK, MAGADI MAIN ROAD, BENGALURU** and the same have been accepted by M/s _____

_____ at NABARD, Karnataka Regional Office on the terms and conditions as set out therein and inter-alia others as mentioned below:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz. in witness whereof parties hereto have set their respective hands and seals on the day, month and year first above written.

(Signature of the Bidder) Name and Address of the Bidder. Telephone No.	Signature of Authorized Signatory of NABARD
(Signature of Witness 1) Name of Witness Address of Witness	(Signature of Witness 1) Name of Witness Address of Witness
(Signature of Witness 2) Name of Witness Address of Witness	(Signature of Witness 2) Name of Witness Address of Witness

**INTEGRITY PACT
(To be submitted in Rs.200 Stamp Paper)**

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 cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

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

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

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

The Independent External Monitor appointed for NABARD is

Shri Pramod Kumar Sangewar, IRSS (Retd.)

H. No. 12-5-65/1, Flat No. 109,
Sri Harsha Sethuram Unique
Vijayapuri Colony, South Lalaguda,
Secunderabad, Telengana – 560 017

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.

- (2) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (3) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on `Non-disclosure of Confidential Information and of `Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations.
- Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (6) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

Section 10 - Other provisions

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

 1. (For & on behalf of the bidder/Contractor)
 (Office Seal)

 (For & On behalf of the principal)

Place _____

Date _____

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____
