Tender for Annual Maintenance Contract for Cleaning, Sweeping, Caretaking Service of VOF/VEF, Sanitary, Plumbing, Gardening and Landscaping Services at NABARD Odisha Regional Office, Officer’s Quarters and Staff Quarters, Bhubaneswar

Department of Premises, Security and Procurement, NABARD Odisha Regional Office, Ankur-2/1, Nayapalli Civic Centre, Nayapalli, Bhubaneswar – 751015
dbsp.bhubaneswar@nabard.org

| Last date of receipt of Tender | 18.01.2022 | 12.00 Hours |
| Date of Opening of Technical Bid | 18.01.2022 | 15:00 Hours |
| Date of Opening of Price Bid | Will be communicated to qualified bidders. |
NOTICE INVITING TENDER

Dear Sir,

Tender for Annual Maintenance Contract for Cleaning, Sweeping, Caretaking Services of Visiting Officers Flat/Visiting Employees Flat, Sanitary, Plumbing, Gardening and Landscaping Services at NABARD Bhubaneswar Office Building, Officers Quarters and Staff Quarters 2022

National Bank for Agriculture and Rural Development (NABARD) invites sealed offers/ tenders in two parts from all eligible bidders Tender for Annual Maintenance Contract for Cleaning, Sweeping, Caretaking Services of Visiting Officers Flat (VOF)/Visiting Employees Flat (VEF), Sanitary, Plumbing, Gardening and Landscaping Services to be provided at its following locations as per the terms and conditions contained in the tender.

A. NABARD, Odisha Regional Office, 2/1 Civic Centre, Nayapalli, Bhubaneswar-751015
B. NABARD Officers Quarters, BDA Colony, Chandrasekharpur, Bhubaneswar
C. NABARD Staff Quarters, BDA Colony, Chandrasekharpur, Bhubaneswar

2. The tender Document may be obtained from the Bank's office located at National Bank for Agriculture and Rural Development. Odisha Regional Office, 2/1 Civic Centre,Nayapalli, Bhubaneswar-751015 or downloaded from https://www.nabard.org

3. Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login NABARD's eProcurement portal (https://nabard.eproc.in/)

4. Tenderers are requested to submit their bids through e-tendering (e-bid) mode by login eProcurement portal of NABARD (https://nabard.eproc.in/) for the aforesaid Tender as per detailed technical specifications and other requirements as mentioned more specifically elsewhere in this e-tender document. For this purpose, tenderers will be required to register themselves on e-Procurement portal of NABARD and create user ID and Password. For more information regarding e-bid process and procedure of submission of e-bid, bidders may follow 'Bidding Manual' available on e-Procurement portal of NABARD or seek assistance of Help Desk / Support Team of M/s C1 India Pvt. Ltd., the facilitating agency, engaged by NABARD for e-procurement process (contact details are given on next page).

5. The e-tender will be available to the bidders /contractors on e-Procurement portal of NABARD (https://nabard.eproc.in/) for download from 12:00 PM on 29th December 2021 and also on NABARD's website (for reference purpose)
https://www.nabard.org/ as well as from Central Public Procurement Portal. There will be no charges for downloading the tender documents from the web site. However, hardcopy of the tender document issued by NABARD shall be charged at Rs. 500/- (Rupees Five Hundred Only). Reference copy of the same can be downloaded from website for free. The amount is to be remitted through e-transfer towards the cost of the tender document, to be directly credited in NABARD's Account No. NABADMN05 and IFSC Code No: NBRD0000002.

6. Tenderers are advised to submit e-tender (e-bids) through eProcurement portal of NABARD (https://nabard.eproc.in/) only, after carefully following the instructions related to systems and procedures as indicated on the link and step-wise tutorials (Vendor Guide) provided for submission of e-bids. Tenderers can upload their tender documents directly from their PC in the designated folder created for them on On-line Bid form. Please refer the section on uploading various Tender documents in the help guide provided in the Bidding Manual (Vendor Guide) available in the home page at NABARD e-Procurement portal. In case of any further guidance, help and support while submission of e-bids, NABARD has engaged M/s C1 India Pvt. Ltd. As a facilitating agency who have created exclusive 'Help Desk' / 'Support Team' for facilitation of bidders.

Their contact details are mentioned as under:

i. Fairlin Jivin 0124-4302000 ext 112, email- fairlin.jivin@ctindia.com
ii. Ujwala Shimpi 0124-4302000 ext 114, email id- ujwala.shimpi@ctindia.com
iii. Saranraj Niacker 0124-4302000 ext 110, email id- sararaj.naicker@ctindia.com
iv. Sachin Toraskar 0124-4302000 ext 200, e-mail-sachin.toraskar@ctindia.com
v. All the email to be CC marked to dpsp.bhubaneswar.nabard.org
vi. Any clarification with regards to the tender or tender uploading may also be contacted at 0674-2374356

7. The tenderer/bidder shall submit two separate e-bids for the captioned Tender i.e. Technical Bid and Financial Bid which should be completed in all respect. The same can be downloaded online from the NABARD's e-Procurement website viz. https://nabard.eproc.in/.

8. Instructions regarding Technical Bid, Financial Bid, electronic bid (e-bid) submission process and description & scope of work and the services required have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.

9. It must be noted that the only Bidders who are willing to enter into Integrity Pact (IP) with the Bank on every stage of bidding, will be eligible to participate in the bidding process. Tenderer must implement Integrity Pact (IP) in the prescribed format (Schedule H) in all phases of the contract. (http://www.cvc.nic.in)

10. e-Tenders must be submitted online not later than 12:00 PM on 18th January 2022. Tenders received after stipulated date and time shall not be entertained. Bidders are requested to make note of dynamic time being displayed on e-Procurement portal of NABARD to ensure that the bids are submitted on time.

11. The Technical Bids will be opened online on 18th January 2022 at 03:00pm at NABARD Odisha Regional Office in presence of the interested bidders who choose to be present or in any eventuality, on the date and time as decided by NABARD. All the bidders are advised in their own interest to be present on the specified date. No separate intimation will be given in this regard. Please note, not more than two representatives from each bidder shall be entertained. The representative has to furnish an authorization letter from the respective bidder on their letter head for participating in the technical bid opening.

12. The Financial Bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of Financial Bid shall be intimated separately to the technically qualified bidders only.
13. The Financial Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.

14. NABARD does not bind itself to accept the lowest bid (L1).

15. The decision of the bank shall be final and binding with regard to technical and financial bids and the e-tendering process.

16. The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement.

17. The bids shall remain valid and open for acceptance for 3 months from the date of opening of price/financial bid.

18. All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.

19. NABARD reserves the right to accept or reject any/all tender/s in part or whole of any firm/firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final. In the event of intending tenderers failure to satisfy the bank, the bank reserves the right to reject the tender.

20. NABARD reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on NABARD’s e-Procurement portal, NABARD’s website only.

21. Earnest Money Deposit (EMD) - The EMD of Rs.1,55,000/- is to be credited in NABARD’s Bank Account No. NABADMN05 and IFSC Code No: NBRD0000002. The copy of the deposit challan is to be uploaded onto the portal.

22. EMD is exempted for MSEs certificate holder for manpower category as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations.

23. PRE-CONTRACT INTEGRITY PACT: Pre-contract Integrity Pact as per the format given below may be filled and submitted along with the Technical Bid, failing which the tender will not be considered. The pre Contract integrity pact soft copy is to be uploaded on the web site & hard copy is to be submitted to NABARD Regional Office, 2/1 Civic Centre, Nayapalli, Bhubaneswar. To be submitted on Rs. 200/- Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder. The Name of the Independent External Monitor (IEM) Shri Sanjay Kumar Panda, IAS (Retd.) 515, Ward No.3, Sideshwar Sahi, Cuttack City, Cuttack District, Odisha-753008.

Yours Faithfully

Sd/-

P.K.Das
Assistant General Manager
Technical Bid
Part - 01
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FORM OF TENDER

The Chief General Manager 29th December 2021
NABARD, Odisha Regional Office
2/1, Civic Centre Nayapalli
Bhubaneswar – 751015

Dear Sir,

Tender for Annual Maintenance Contract for Cleaning, Sweeping, Caretaking Services of VOF/VEF, Sanitary, Plumbing, Gardening and Landscaping Services at NABARD Odisha Regional Office, Officers Quarters and Staff Quarters, Bhubaneswar 2022

Having examined the Technical bid and Price bid of tender document relating to the works specified in the Memorandum hereinafter set out, having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the Price Bid and in accordance with all respects of the tender and with such materials are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

a) Description of work : Tender for Annual Maintenance Contract for Cleaning, Sweeping, Caretaking Services of VOF/VEF, Sanitary, Plumbing, Gardening and Landscaping Works at NABARD Odisha Regional Office, Officers Quarters and Staff Quarters, Bhubaneswar 2022.

b) Estimated Cost : Rs.77.50 Lakh (Approximately)

c) Earnest Money Deposit(EMD) : Rs.1,55,000/- (The amount is to be remitted through e-transfer towards the cost of the tender document, to be directly credited in NABARD’s Account No. NABADMN05 and IFSC Code No: NBRD0000002)

d) Earnest Money Deposit(EMD) : The EMD of the successful bidder will be retained as Security Deposit till the completion of the contract period of 12 Months from the date of issue of work order and will not carry interest. The successful bidder has to deposit an amount @5% of the contract amount as Retention Money Deposit(RMD), in such case the EMD amount already deposit will be adjusted.

➢ MSMEs vendors will be exempted as per prevailing Govt. instructions upon submission of proof.
The final shortlisted tenderer who have submitted MSME certificate in lieu of EMD, should deposit Rs.1,55,000/- of the contract amount as security deposit, which will be refunded after the completion of the contract period. Further, the successful bidder has to deposit an amount @5% of the contract amount as Retention Money Deposit (RMD), in such case the EMD amount already deposit will be adjusted.

We understand that the period of Annual Maintenance Contract shall be one year to be reckoned from the date of issue of the Work Order.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions or the said Conditions of the tender annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD/RMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions.

Our Bankers are:

i)  

ii)  

The names of partners of our firm are:

i)  

ii)  

iii)  

Name of the partner of the firm Authorized to sign:

OR

Name or person having Power of Attorney to sign the contract (Certified copy of the Power of Attorney should be attached):

Yours faithfully,

Signature of Tenderer
PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 200/- Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder) (Tenders without Pre-Contract Integrity Pact on Rs.200/- stamp paper shall be rejected out rightly)

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 “Annual Maintenance Contract for Cleaning, Sweeping, Caretaking Services of VOF/VEF, Sanitary, Plumbing, Gardening and Landscaping Works at NABARD’s Odisha Regional Office, Officer’s Quarters and Staff Quarters, Bhubaneswar2022”

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)/Contractor(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 contract

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: The Name of the Independent External Monitor (IEM) mentioned in section 8 is Shri Sanjay Kumar Panda, IAS (Retd.) 515, Ward No.3, Sideshwar Sahi, Cuttack City, Cuttack District, Odisha-753008.
(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. Annual Maintenance Contract for Cleaning, Sweeping, Caretaking Services of VOF/VEF, Sanitary, Plumbing, Gardening and Landscaping Works at NABARD’s Odisha Regional Office, Officer’s Quarters and Staff Quarters, Bhubaneswar 2022.

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

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

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

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

(9) The word ‘Monitor’ would include both singular and plural.
Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

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

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

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

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

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

Place:  
Date:  
Witness 1: (Name & Address)  
Witness 2: (Name & Address)  

Place:  
Name:  
Date:  
(SIGNATURE OF THE TENDERER)  
Seal:
GENERAL INSTRUCTIONS TO THE CONTRACTORS/TENDERER

1. General:

The present tender is being invited for Annual Maintenance Contract for Cleaning, Sweeping, Caretaking Services of VOF/VEF, Sanitary, Plumbing, Gardening and Landscaping Services at NABARD Odisha Regional Office, Officers Quarters and Staff Quarters, Bhubaneswar 2022 for the period from 01.02.2022 to 31.01.2023 (The maintenance contract shall remain in force for a period of one year with effect from the date of awarding the contract). Schedule of Tendering events is given at Annexures.

2. Eligible Bidders:

2.1 The pre-qualification that has to be mandatorily complied with for participating in this bidding process is as listed below. The documents indicating the following criteria is to be uploaded in the link provided in the portal along with the bid for verification process.

a) The bidder should have experience and successfully provided in the field of Cleaning, Sweeping, Caretaking Services of VOF/VEF, Sanitary, Plumbing, Gardening and Landscaping Services during the last 7 years for government buildings, Banks/FIs premises, reputed private organisations etc.

Document indicating the same is to be uploaded in the portal link as pdf file.

b) The annual turnover of the bidder during each of the last 3 years should be at least Rs. 23.25 lakh and above (to be certified by Chartered Accountant)

c) The firm should have executed works of value specified below during last three years:

i) three similar works valuing not less than ₹31.00 lakh per annum each.

or

ii) two similar works valuing not less than Rs.38.75 lakh per annum each.

or

ii) one similar work valuing not less than ₹62.00 lakh per annum each.

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

2.3 The bidder should have their own office within the city / suburban areas of Bhubaneswar.

2.4 The bidder should have

i. Applicable Tax registrations (PAN, GSTN TIN, TAN etc)

ii. Provident Fund Registration

iii. Employee State Insurance Act Registration
3. Qualification of the Bidders:

3.1 The Bidder, to qualify for the award of contract, shall upload a written power of attorney authorizing the signatories of the bid to participate in the bid.

3.2 The bidder shall upload full details of his Agency / Firm or, if the bidder is a Proprietorship/Partnership or a Private Limited Company, full details of ownership and name of the directors.

3.3 Bidder shall upload a copy of (Permanent Account No. Card) under the Income Tax Act.

3.4 Bidder must upload copies of all documents asked for in this tender, duly self-attested, along with technical bid of the tender.

3.5 Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency.

4. Tender Documents:

4.1 Contents of Tender Documents.

The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Annual Maintenance Contract for Cleaning, Sweeping, Caretaking Services of VOF/VEF, Sanitary, Plumbing, Gardening and Landscaping Services at NABARD Odisha Regional Office, Officers Quarters and Staff Quarters, Bhubaneswar.

4.2. The bidder is expected to examine all Instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder’s risk and may result in rejection of his bid.

4.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

5. Preparation of Bids

5.1. Documents Comprising the Bid

Tender document issued for the purposes of tendering shall be deemed as incorporated in the Bid.

5.1.1. The bidder shall, on the dates given in the Notice Invitation to Tender, are requested to submit their bids through e-tendering (e-bid) mode by login eProcurement portal of NABARD (https://nabard.eproc.in/) for the aforesaid Tender as per detailed technical specifications and other requirements as mentioned more specifically elsewhere in this e-tender document.

5.1.2. For this purpose, tenderers will be required to register themselves on e-Procurement portal of NABARD and create user ID and Password. For more information regarding e-bid process and procedure of submission of e-bid, bidders may follow ‘Bidding Manual’ available
on e-Procurement portal of NABARD or seek assistance of Help Desk / Support Team of M/s C1 India Pvt. Ltd., the facilitating agency, engaged by NABARD for e- procurement process (contact details are given on next page).

5.1.3. One copy of this Tender document with each page signed and stamped shall be annexed to acknowledge the acceptance of the same. The same has to be uploaded in the link indicated in the portal.

5.1.4. The e-tender will be available to the bidders /contractors on e-Procurement portal of NABARD (https://nabard.eproc.in/) for download from 12:00pm PM on 29th December 2021 and also on NABARD’s website (for reference purpose) https://www.nabard.org/ as well as from Central Public Procurement Portal.

5.1.5. **There will be no charges for downloading the tender documents from the website.** However, hardcopy of the tender document issued by NABARD Odisha Regional shall be charged at Rs.500/- (Rupees Five Hundred Only). The amount is to be remitted through e-transfer towards the cost of the tender document, to be directly credited in NABARD’s Account No. NABADMNO5 and IFSC Code No: NBRD0000002.

5.1.6. The Bidder shall upload the details regarding total number of executed & successfully completed contracts, as stated in Clause 2.1 & 2.2 and enclose copies of contract award letters and experience certificate.

5.2. **Bid Prices:**

5.2.1. Bidder shall quote in the price bid, rates of wages for labours no less than the minimum wages as per current Minimum Wages Act, by giving break up of basic wages, including VDA, allowances and other statutory liabilities as per central minimum wages. The prospective bidders who do not meet the statutory requirements are liable to be rejected.

5.2.2. Conditional bids/offers will be summarily rejected.

5.3. **Form of Bid:**

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder.

5.4. **Duration of Contract:**

The contract shall be valid from 01st February 2022 to 31 January 2023 (One year with effect from the date of awarding of the contract) which can be renewed subsequently at the sole discretion of NABARD, if services are found satisfactory for further period of two years, one year at a time.

5.5. **Bid Security:**

5.5.1. Any Tender where in the EMD of **Rs. 1,55,000/-** amount is not credited to the NABARD account in NABARD’s Account No. NABADMNO5 and IFSC Code No: NBRD0000002 before the opening of the bid will be rejected.

5.5.2. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity including extension of validity, if any, and latest on or before the 30th day after the award of the contract. No interest shall be payable on the same.
5.5.3. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

5.5.4. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to deposit the security deposit within the time frame specified i.e. within a fortnight of award of contract which can be extended by the Bank up to a maximum of further two weeks on the written request of successful bidder.

5.6. Format and Signing of Bid:

As the bid is to be done online care to be taken that there shall contain no alterations, omissions or additions.

6. Submission of Bids:

6.1. The Agency should submit its bid in two parts. Each part should be submitted in a link as per the instruction given in the NABARD e-portal as under:-

(i) The Pre-Contract Integrity Pact is to be signed and uploaded in the link given in the e-tendering portal. Hard copy of the same printed in the stamp paper is to be submitted at NABARD Regional Office, 2/1 Civic Centre, Nayapalli, Bhubaneswar on or before 13 January 2022.

(ii) Earnest Money should be transferred online to the account number NABADMN05 and IFSC Code No: NBRD0000002 before the opening of the bid or else the tender will be rejected.

(iii) Signed Technical Bid should be uploaded in the link given in the NABARD e-portal in coordination with the C1 India personnel.

(iv) The price bid is to be filled in as per the instructions given in the NABARD e-portal in coordination with the C1 India personals.

The last date for submission of duly filled in e-tender forms is 18th January 2022 at 12:00pm

6.2. The following documents are to be uploaded along with the duly signed Technical Bid:

a. Self attested copy of PAN No. card under Income Tax Act;
b. Self attested copy of Goods and Service Tax Registration Number;
c. Self attested copy of Valid Registration No. of the Agency/Firm/Company;
e. Self attested copy of valid Provident Fund Registration Number;
f. Self attested copy of valid Employee State Insurance Registration Number;
g. Proof of average Annual Turnover as stated in Clause 2.1 supported by audited Balance Sheets/ certification of Chartered Accountant.
h. Proof of work experience as stated in Clause 2.1. Supported by documents from the concerned organizations
i. Duly filled and signed Annexure-I to VI.
k. Self attested copy of a cheque of the Agency/Firm/Company.

l. Duly filled and signed Pre-Contract Integrity Pact

6.3. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender/extended date if any.

7. Bids

7.1 Bid Opening:-

7.1.1. The Technical Bids will be opened by a Tendering Opening Committee/ Purchase Committee in the presence of the Bidders or of their authorized representatives who choose to attend at the appointed place and time.

7.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

7.1.3. Conditional bids will also be summarily rejected.

7.1.4. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders or their authorized representatives.

7.2 Right to accept any Bid and to reject any or all Bids:-

7.2.1. The Bank is not bound to accept the lowest or any bid and may at any time terminate the tendering process without assigning any reason.

7.2.2. The Bank may terminate the contract if it is found that the contractor is black listed during last 5 years by the any of the Govt. Departments/Institutions/Autonomous bodies/Local Bodies/ Municipalities/ Public Sector Undertakings, etc.

7.2.3. The Bank may terminate the contract in the event the successful bidder fails to furnish the Security Deposit / Performance Security or fails to execute the agreement within specified period.

7.2.4. The bids which are not in consonance of Central Minimum Wages Act and any other Labour laws will be treated as invalid.

7.2.5 The Bank reserves the right to cancel any/all of the bids without assigning any reason thereof.
8. Award of Contract:

8.1 The Bank will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

8.2 The Bank will communicate the successful bidder by electronic mail confirmed by letter transmitted by Registered post that his bid has been accepted. (Hereinafter and in the condition of contract called the “Letter of Award”)

8.3 The successful bidder will be required to execute an agreement within a period of 2 weeks from the date of issue of Letter of Award until extended by the Bank up to a maximum of another two weeks.

8.4 The EMD of the successful bidder will be retained as security deposit. The successful bidder has to deposit an amount @5% of the contract amount as Retention Money Deposit (RMD), in such case the EMD amount already deposit will be adjusted. The Security Deposit shall not bear any interest and shall be returned within two months after the expiry of contract and completion of all contractual obligations. In case the contract period is extended further, the validity of Security deposit shall stand automatically extended.

8.5 In case the successful bidder has submitted MSME certificate instead of EMD, the bidder will require to submit the EMD amount of Rs.1,55,000/- of the contracted amount towards security deposit and the same will be retained till the completion of the contract period. The successful bidder has to deposit an amount @5% of the contract amount as Retention Money Deposit (RMD), in such case the EMD amount already deposit will be adjusted. The Security Deposit shall not bear any interest and shall be returned within two months after the expiry of contract and completion of all contractual obligations. In case the contract period is extended further, the validity of Security deposit shall stand automatically extended.

8.6 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

8.7 All the columns shall be clearly filled. The bidder should quote the rates and amount tendered by him/them in figures and as well as in words.

8.8 In case of tie in rates quoted by various bidders the decision of the competent authority of NABARD for awarding the contract as per its procurement policy to one of such parties shall be final.

Alterations, if any, unless legibly attested by the bidder shall disqualify the tender. The bidder shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

9. Terms & conditions

9.1 Before submitting the tender, the intending bidder should visit the sites and assess the actual work to be executed.

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

9.3 The labours provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen’s Compensation Act, etc. The list of staff going to be deployed shall be made available to the Bank and if any change is required on part of the Bank, fresh list of staff shall be made available by the agency after each and every change.

9.4 The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Minimum Wages Act, Contract Labor (Regulation and Abolition) Act 1970, EPF Act, ESI Act and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Bank.

9.5 The antecedents of labours deployed shall be verified by the bidder from local police authorities and an undertaking in this regard is to be submitted to the Bank.

9.6 The Contractor will maintain an attendance register in which day to day deployment of labours will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, should be shown. The register shall remain available round the clock for inspection by the authorized representatives of the Bank.

9.7 All liabilities arising out of accident or death while on duty shall be borne by the contractor.

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

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

9.10 The Bank shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Bank.

9.11 The contractor shall be responsible to protect all properties and equipment of the Bank entrusted to it.

9.12 The labours engaged by the contractor shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of Rs.500/- each occasion. The penalty on this account shall be deducted from the Contractor’s bills.

9.15 The deployed by the Contractor shall work under overall supervision & direction of the Bank’s designated officers at any point of time.
9.16. During the course of contract, if any contractor’s personnel are found to be indulging in any corrupt practices or causing any loss of property in the Bank Colonies, the Bank shall be entitled to terminate the contract forthwith duly forfeiting the contractor’s Performance Guarantee (Security Deposit).

9.17. The Bank shall not be responsible for providing residential accommodation to any of the employee of the contractor.

9.18. The Bank shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Bank does not recognize any employee employer relationship with any of the workers of the contractor.

9.19. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit/EMD of the Agency shall stand forfeited.

9.20. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor’s personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor’s personnel shall attend the court as and when required.

9.21. It is the contractor’s responsibility to coordinate with other service providers viz. companies, municipality, WATCO etc. for completion of the work, if required and attending to the work along with liaisoning with local bodies including making payments to statutory bodies. Bank shall reimburse the payments for such works on production of valid receipts. No other charges for such works shall be payable.

9.22 The Contractor / Agency shall comply with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”.

a) The contractor Agency shall be solely responsible for full compliance with the provisions of the “sexual harassment of women at workplace (prevention prohibition and Redressal) Act 2013” in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor/ agency and the contractor/ agency shall ensure appropriate action under the said act in respect of the complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Banks employee, if sexual violence by the employee of the contractor is proved.

d) The contractor shall be responsible for educating its employee about prevention of sexual harassment at workplace and related issues.

e) The contractor shall provide a complete and updated list of its employees who are deployed within the Banks premises.

9.23 Requirement of Secrecy - The Agency shall not disclose directly or indirectly any information, materials and details of the Bank’s infrastructure / systems/ equipment’s etc., which may come to the possession or knowledge of the Agency during the course of discharging
contractual obligations in connection with this agreement, to any third party and shall at all
times hold the same in strictest confidence. The Agency shall treat the details of the contract as
private and confidential, except to the extent necessary to carry out the obligations under it or
to comply with applicable laws. The Agency shall not publish, permit to be published, or disclose
any particulars of the works in any trade or technical paper or elsewhere without the previous
written consent of the Bank. The Agency shall indemnify the Bank for any loss suffered by the
Bank as a result of disclosure of any confidential information. Failure to observe the above shall
be treated as breach of contract on the part of the Agency and the Bank shall be entitled to claim
damages and pursue legal remedies. The Agency shall take all appropriate actions with respect
to its employees to ensure that the obligations of nondisclosure of confidential information
under this agreement are fully satisfied. The Agency’s obligations with respect to non-disclosure
and confidentiality will survive the expiry or termination of this agreement for whatever reason.

9.24 Ensure that all persons employed by it, for the purposes for rendering the services required
by the Bank, are insured with authorized insurance companies, for which no extra payment will
be made by the Bank. The Bank will not be liable for any damages/injuries to persons as a part
of execution of this contract. The Agency shall be responsible for any injury or damages to any
persons, animals or any other things and any claims made on account thereof.

10. Payment

10.1. The payment would be made on monthly basis for personnel supplied by the contractor
and based on the attendance sheets duly verified and attested by the Caretaker of the Bank and
other supporting documents. No other claim on whatever account shall be entertained by the
Bank. The Contractor will ensure that workers engaged by him must receive their entitled wages
on time. In view of this, the following procedure will be adopted.

a) Contractor shall pay their entitled wages on the last day of the month. It shall not be linked
to the payment of the bill.

b) Payment must be made by the service providers through ECS/NEFT/any other electronic
payment system. Under no circumstances payments will be made in cash. To ensure this, service
provider will get a bank account opened for every engaged employee.

c) In order to ensure that such employee get their entitled wages on the last working day of the
month, the following schedule will be adhered to:

i) Monthly bill cycle will be from 24th day of the previous month to 23rd day of the current
month.

ii) Monthly bill as per above cycle, will be submitted by the service provider on 26th of the
current month.

d) The service provider must ensure that entitled wages of the employee are credited to their
bank account on the last working day of the month. Service provider will not be given any
relaxation in this matter.

e) While submitting the bill for the next month, the services provider must file a certificate
certifying the following

i) Wages of employees were credited to their bank accounts on (date)
ii) ESI Contribution relating to workers amounting to Rs._________ was deposited on (date)  
(copy of the challan enclosed)

iii) EPF contribution relating to workers amounting to Rs._________ was deposited on (date)  
(copy of the challan enclosed)

iv) He is complying with all statutory Labour Laws including Minimum Wage Act.

f) The service provider should submit the bill in accordance with the above time  
schedule. In case, he fails to submit the bill by 26th of the month, even then he has to make the  
payment to the employees on the last working day.

g) The contractor shall compulsorily issue the salary slip to every labours & supervisors  
an indicative format is provided below:-

<table>
<thead>
<tr>
<th>Name of Employee’s</th>
<th>Designation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Month</td>
<td>No. of Days present:</td>
<td></td>
</tr>
</tbody>
</table>

**SALARY STATEMENT**

<table>
<thead>
<tr>
<th>ESI No.</th>
<th>Payable paid</th>
<th>PF No.</th>
</tr>
</thead>
</table>

**BASIC**

<table>
<thead>
<tr>
<th>DEDUCTIONS AMOUNT</th>
<th>AMOUNT</th>
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**BONUS**

<table>
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<tr>
<th>EPF (%)</th>
<th></th>
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**HRA**

<table>
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<tr>
<th>ESI (%)</th>
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**GRATUITY**

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<tr>
<th>SECURITY DEPOSIT</th>
<th></th>
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</table>

**OTHER ALLOWANCE**

10.2 Any damage or loss caused by contractor’s persons to the Bank in whatever form would be  
recovered from the contractor.

10.4 **Penalty:**

(a) In case any of contractor’s personnel deployed under the contract fails to report in time and  
contractor is unable to provide suitable substitute in time for the same it will be treated as  
absence and penalty of Rs. 500/- per vacant point for shift be deducted from the contractors  
bill. The labour deployed should not be frequently changed. They should be deployed for at least  
a **minimum of 3 months**. The Bank will penalize the Contractor in case of frequent changes  
up to an amount of **Rs 1000/- per labour relieved before 3 months (except on short leave  
up to a maximum of 5 days with appropriate replacement on not more than one  
such occasion during the 3 months)**

(b) In case any public complaint is received attributable to misconduct/misbehavior of  
contractor’s personnel, & is assessed as true by the Bank, a penalty or **Rs. 500/-** for each such
incident shall be levied and the same shall be deducted from contractor’s bill. Besides the labour found involved in the incident shall be removed from the Premises immediately.

(c) In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Bank reserves the right to impose the penalty as detailed below:-

i) 1% of annual cost of order/agreement per week, up to four weeks’ delay.

ii) After four weeks delay the Bank reserves the right to cancel the contract and withhold the agreement and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit may also be forfeited.

10.5. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Bank from the agency.

11. **Force Majeure**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed upon, if any, or seven days, whichever is more, either party may at its option terminate the contract.

12. **Obligations of the bidder/ contractor:**

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

12.2 Quoted rates should be workable, reasonable and should include incidental and all administrative /Overheads charges including insurance and other risk coverage of workers and Service Charges/profit of the contractor. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required.

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

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

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

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

12.7 Annexure 2: (Calculation sheet for supply of manpower and minimum wages) is required to be submitted duly filled along with the Price bid/BOQ/Schedule of quantities. Tenders/bids not complying with the minimum wages payment are liable to be rejected which will be ascertained on the basis of Annexure – II; submitted by the contractor. Bank will ascertain whether the contractor will be able to pay the minimum wages and other components from Annexure 2.

12.8. Any discrepancy in settlement of bills may be brought to the notice of NABARD within a period of one month after the settlement of the Bills. NABARD will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.

12.9. IT-TDS, GST-TDS and other taxes, as applicable, will be deducted from total payment due to the Contractors.

12.10. All works, complaints/instructions given by the respective authorities covered under the Annual Maintenance Contract are to be attended on the same day. In case of delay in attending the work in time, NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD.

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

12.12. The Contractor should have valid license relating to his Contract as per the existing laws and the workmen employed by the Contractor should also have the experience in their trade.

12.13. The Contractor should arrange to obtain necessary insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy (CAR policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD immediately after award of work. The CAR policies are required to be at least 1.25 times of the contract value.

12.14. The Contractor shall be fully responsible and shall indemnify NABARD with suitable Insurance cover in the event of any damage to men or material, injury/damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and/or his employees or workmen. The decision of NABARD in this regard shall be final and binding.

12.15. The contractor shall pay the personnel deployed in NABARD premises, their wages in accordance with the Minimum Wages Act, 1948 (amended time to time) on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed by them in NABARD. Contractor shall indemnify NABARD for this. Contractor shall present the proof of the same along with the bill.

12.16. The contractor will be responsible and ensure timely payment to its personnel deployed in the NABARD premises and compliance of all statutory provisions relating to Minimum Wages Act, 1948 (amended time to time), Provident Fund and Employees State Insurance, etc. in respect of the persons deployed by them in NABARD and under intimation/in the presence of NABARD officer. The Contractor shall be responsible to fulfill all the obligations in
connection with the workers employed by it for the purpose of the Contract and all the Statutory and other liabilities if any including minimum wages of Central/ State Govt. (whichever is higher shall be applicable), leave, salary, uniform, identity cards, ex-gratia, ESI, Provident Fund, Workman Compensation, if any, etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor. The contractor shall liaise with Labour Department of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.

12.17. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules. The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law(s) for entering into Maintenance Contract and the Bank will not in any way be liable or responsible for any default / irregularities / penalties on the Contractor’s part.

The following requisites are to be fulfilled by the contractor:

a. Time schedule of works.

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

c. Maintain desired quality of the work as per specification

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

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

12.19. The Contractor shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and States) that may be enforced from time to time by the Appropriate Authorities. NABARD shall not be responsible for any penalty on failure on the part of contractor to comply with any Labour Regulations. The contractor shall maintain attendance register of his staff employed at various sites and wage register for payment (at least minimum wages as per Center or State Govt. whichever is higher shall be paid) with all records up to date as per the labour regulations. The contractor shall submit the monthly payment records of the staff employed by him.

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

12.21. The manpower deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously.
12.22. No additional payment shall be made if contractor keeps more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provision.

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

12.24. The workers/staff employed should wear color code uniforms displaying contractor firm’s name. The Contractor should not employ any person who is prohibited by law from being employed for fulfilling obligations under this Contract. Any indecent behavior/suspicious activities of the staff employed shall be viewed seriously and a suitable penalty shall be imposed on contractor. The contractor is also required to submit the list of workers with photo ID, educational qualification, address proof, etc. before deputing the workers. An attendance register shall be maintained at site indicating number of persons deployed for the inspection by NABARD officials/representative.

12.25. Any act of indiscipline/misconduct/theft/pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to levy damages or fine and/or even terminate the Contract forthwith, if necessary.

12.26. In case of any default or failure on Contractor’s part to comply with all/any one of the above Terms/Conditions, NABARD reserves the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and/or by taking recourse to appropriate recovery proceedings. The contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to NABARD or any person authorized by NABARD, on demand. Further, the contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.

(a) For any dispute, the decision of NABARD shall be final and binding upon the contractor. However, any dispute or difference whatsoever arising on any matter concerning this contract between the parties out of or relating to the services, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled through court of law in Bhubaneshwar.

12.27. The Contractor should not at any time do, cause or permit any nuisance on the site/do anything which shall cause unnecessary disturbances or inconvenience to the occupants/visitors at site or near the site of work.

12.28. The personnel deployed by the Contractor can use the common facilities such as drinking water, toilet, etc. if any, provided at the premises. However, it should be ensured that the same should be kept in hygienic condition.

12.29. The work should be carried out with minimum inconvenience to the occupants. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants, etc.

12.30. The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required, in accordance with this Tender. The Contractor should obtain approvals, if any, necessary for the work from the Statutory Bodies on
behalf of the NABARD. The Contractor shall assist the NABARD fully in respect of any liaison with the Municipal or any other Authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to the NABARD.

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

12.32. The engaged staff shall also undertake other specific work related with/without cleaning, sweeping, plumbing, sanitary, gardening and landscaping works and other works during working hours as per instruction of ACT/Engineer, if required.

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

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

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

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

(d) For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or

(e) There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.

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

12.34. In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

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

12.36. The Contractor shall provide all necessary Tools & Plants materials or any other equipment, materials, labour, etc. and no payment in this regard will be made by NABARD. The Contractor shall supply, fix and maintain all the scaffoldings, jhulla, T&P, etc., at his cost during the execution of any work and remove them as soon as the work is completed, without causing

12.37. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD. But he can engage various licensed agencies/agencies for carrying out different works.

12.38. While submitting the monthly bill for AMC, the contractors have to submit all the required documents/statements as desired by NABARD. Contractor will not link payments to his labours with the settlement of his bill by NABARD.

12.39. It is the contractor’s responsibility to coordinate with other service providers viz. companies, municipality etc. for completion of the work, if required and attending to the work
along with laisioning with local bodies including making payments to statutory bodies. Bank shall reimburse the payments for such works on production of valid receipts. No other charges for such works shall be payable.

**13. Dispute Resolution**

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chief General Manager, NABARD, Bhubaneswar.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding’s shall be governed by Arbitration and Conciliation Act, 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract, the Contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Bhubaneswar only.

**14. Jurisdiction of Court**

The Courts at Bhubaneswar shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

**15. Details of Rate**-

i) The rates quoted are firm and cannot be revised during the contract period except only as per statutory requirements like in case of minimum wage.

ii) The rates should be quoted by the agency strictly as per the proforma.

iii) The base rates quoted should include the cost of manpower and their uniform, cost of equipment/machinery/material, if any; and contractor’s administrative/overhead charges and service charges/profit and any other charge to be specified, **exclusive** of GST. GST applicable on the base rates should be mentioned **separately**. Only the base rates quoted shall be considered for comparison. The rate quoted should be rounded off to the nearest rupee at every stage; if not done, shall be deemed to have been done so.

iv) **Tie in Rates**- The sum total of the rates quoted for all the components shall be reckoned for comparing the lowest rate for awarding the tender. In case of tie in rates quoted by various bidders the decision of the competent authority of NABARD for awarding the contract as per its procurement policy to one of such parties shall be final.

v) **Reasonability of Rates** - The bidders shall take all care to ensure that the rates are quoted taking entire scope of the job and statutory obligations for engagement of contract labour into consideration. The competent authority of NABARD reserves the right to seek additional clarifications, if felt necessary, from any of the bidders to (i) ensure successful performance of the contract and (ii) assess reasonability of administrative/Overhead expenses quoted to pre-empt any possibility of exploitation.
of labour. In case of non-satisfactory explanation the bid of such bidder/s may be rejected outright, their EMD may be forfeited and they may also be debarred from participating in the rebidding.

16. Discipline in Performance

i) Experience - All the labours in their respective fields i.e. cleaning, sweeping, plumbing & gardening should have the experience of doing work in their respective field in a similar building.

ii) Wearing Uniform - They must be in proper uniform during the duty hours. The contractor should provide adequate set of uniforms (minimum two sets per year) of quality fabric to the labours. The colour and design of the uniform shall be prescribed by the Bank. The uniform shall have to be properly maintained and worn by the labour properly cleaned.

iii) Removal of Labours - The contractor shall immediately remove a labour if asked for by the Bank on the grounds of non-performance of duty, incompetence, indiscipline, misconduct, indulging in illegal activities, causing damage to the property etc. Such labour should not be redeployed without prior clearance from the Bank.

However, if the contractor wishes to remove a labour he should do it with prior intimation to the Bank citing valid reason.

iv) Compliance with Instruction of the Principal Employer - The agency has to carry out the jobs as per instructions issued by the authorized officials of the Bank. In case of failure to do so the contractor has to compensate the expenses incurred by the Bank for carrying out the deficient job along with 15% extra towards penalty. Such amount shall be liable for recovery from any amount payable to the agency. But, repeated failures by the agency may render the contract liable for termination and forfeiture of RMD.

17. Compliance with Labour Laws - The agency is required to strictly comply with all the statutory requirements relating to labour like payment of minimum wages, ESI, PF, bonus, workmen compensation etc. and complying with all such requirements shall be the sole responsibility of the agency and NABARD, in no way, shall be liable for non-compliance with such statutory obligations.

i) In no case the minimum wage for the persons engaged should be less than the central or state rate whichever is higher, as the case may be. The contractor shall be entitled to claim the differential wage as and when the minimum wage is revised by the appropriate government authority.

ii) Besides the minimum wage EPF, ESI and bonus at the statutory rates has to be paid to all the contract labours.

iii) The tender shall be summarily rejected if the amount quoted, after providing for committed non-labour components in the tender like
material charges, contractors administrative cost, contractor’s profit and all the statutory recoveries like IT-TDS etc., is not sufficient to pay the statutory labour components like minimum wage, EPF, ESI, Bonus etc. 

The present rate of statutory labour components as per central govt minimum wage are as follows:

<table>
<thead>
<tr>
<th>Minimum wage (Rs)</th>
<th>Unskilled</th>
<th>Semi-Skilled</th>
<th>Skilled</th>
<th>Highly Skilled</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>546</td>
<td>617</td>
<td>724</td>
<td>795</td>
<td></td>
</tr>
<tr>
<td>EPF 13%</td>
<td>On basic pay up to a ceiling of Rs 15000/</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ESI 3.25%</td>
<td>On Basic pay</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bonus 8.33%</td>
<td>on minimum basic pay of Rs 7000 or basic minimum wage which is higher</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

iv) The wage shall have to be directly transferred to the bank account of the worker by the contractor and the documentary proof of the same has to be attached with the bill claiming payment from NABARD in the subsequent month.

v) In case the contractor fails to pay the minimum wage to the workers NABARD shall directly pay the shortfall to the workers and shall recover the same from any amount payable to the contractor.

vi) Any complaint of undercutting the statutory dues of the labour by any means by the contractor shall be viewed seriously. Non-payment of minimum statutory dues by the contractor shall render the contract liable for summary termination.

vii) The Contractor shall have to maintain all the registers/records and display notices in the prescribed form as per statutory requirements and these shall have to be produced before the competent officials of NABARD for verification as and when required.

viii) After getting work order from NABARD the contractor has to get the licence from the central government labour authorities for carrying out the job, within the stipulated period as per statutory requirements.

ix) The contractor would be responsible for the safety of persons employed by him and should take adequate insurance coverage for them, the documentary proof of which shall have to be produced. The Bank shall not carry any responsibility in case of any accident to his workers in the premises.

x) If, for any reason, NABARD is obliged, by virtue of the provisions of sub-section (1)
of Section 12 of the Workmen's Compensation Act, 1923, to pay compensation to a workman employed by the contractor, in execution of the works, NABARD will recover from the contractor the amount of compensation so paid, and without prejudice to the rights of NABARD as the Principal Employer under subsection (2) of Section 12 of the said Act, NABARD will be at liberty to recover such amount or any part thereof by deducting if from the security deposit or from any sum due by it to the contractor under this contract or otherwise. NABARD shall not be bound to contest any claim made against it under subsection (1) of Section 12 of the said Act, except on the written request of the contractor and upon his giving to NABARD full security for all cost for which it might become liable in consequence of contesting such claim.

Place: (SIGNATURE OF THE TENDERER)

Name:

Date: Seal:
Details of the premises are as under:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Premises and address</th>
<th>Area of the Premises (Approx) sq.ft.</th>
<th>No. of flats</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Office premises – 2/1, Civic Centre, Nayapalli, Bhubaneswar-751015</td>
<td>32625</td>
<td>Ground + 4 floors contributing of 2 wings each</td>
</tr>
<tr>
<td>2</td>
<td>NABARD Officers Quarters – Chandrasekharpur, Bhubaneswar</td>
<td>82944</td>
<td>72</td>
</tr>
<tr>
<td>3</td>
<td>NABARD Staff Quarters – Chandrasekharpur, Bhubaneswar</td>
<td>52361.83</td>
<td>64</td>
</tr>
</tbody>
</table>

**SCOPE OF WORK**

**Scope of Work- Cleaning and Sweeping of NABARD Office Building at 2/1 Civic Centre, Nayapalli, Bhubaneswar**

1. Toilets & External Cleaning.

i). Toilets-Around 14 in number (both ladies & gents)

(a) Keeping all the toilets including the walls, windows and all the fittings always clean.
(b) Sweeping/mopping/wet-cleaning of floors and passage outside all the toilets.
(c) Clearing and cleaning of litter bins, cleaning of mirrors etc. in all the toilets.
   All the above works at least twice daily.

ii) Staircases- Ground+ 3 floors
Sweeping of all staircases including the railings daily and mopping/ wet-cleaning/ scrubbing bi-weekly.

iii) Roof terrace-
Sweeping roof terrace-Fortnightly.

iv) Ground Floor Open Area-
Sweeping of open area- (area between the boundary walls and the office building) - Daily.

v) Lifting and Dumping-Lifting of garbage from the office premises and dumping them in the public garbage bin of BMC and liaising with municipal authorities for lifting the garbage from the bin.

2. Internal Cleaning.

i) Sweeping the floors and passages – daily

ii) Wet-mopping and cleaning the floors – weekly

iii) scrubbing the floors - Once in a month.
iv) Cleaning the furniture and fixtures, fittings, door and window panes, walls, wooden partitions, machineries, apparatus etc.
v) Cleaning, sweeping and hygienic maintenance of dining areas and apparatus.
vi) Cleaning and sweeping of various utility rooms like Store Room, NBEA, NBOA, NBRC Rooms, Record Room, EPABX, Dispensary, Conference Hall etc.
vii) Cleaning the internal roof including that of parking space.
viii) Sanitisation of office and residential premises as per requirement and instruction during spread of any epidemic.
ix) Internal shifting of dead-stock articles, bundles of files, papers, other articles and arranging them in the appropriate space etc. as per requirement and instruction.
x) Lifting of internal garbage and dumping them in designated public garbage yard.
xii) Any other work related and incidental thereto.

**Scope of work - Cleaning & Sweeping of NABARD Officer’s Quarters and NABARD Staff Quarters, at Chandrasekharpur, Bhubaneswar.**

(I) **Area**
- 72 flats in NABARD Officer’s Quarters and 64 Flats in NABARD Staff Quarters along with common areas like community hall, staircase, terrace, security lodge, parking space, pump house etc.

(II) **DAILY CLEANING WORKS:**
Collection of house hold garbage from each flat in forenoon hours (i.e. say between 10.00 a.m. to 12.00 noon) and disposing the same off in the nearby public garbage bin/dump yard of the BMC.

1- Sweeping and cleaning of all the open spaces within the colony such as lawn, garden area, foot path, road, shoulder portion of road, garage area, area surrounding each building, duct area of the buildings, entrance portico portion on both sides of buildings etc. say between 6.30 a.m. to 9.30 a.m. Cleaning the entire staircase of each building, landing portion of staircases, entrance lobby area of each flat, stilt / parking area & lobby of each building everyday (say between 2.00 p.m. to 2.30 p.m.) and any other common area. Removal of all the dry leaves, dried branches of plants / trees, polythene bags, sand, stone pieces, earth, broken bricks, morrum etc. or any other foreign materials / garbage falling on the open spaces every day.

2- Sweeping and cleaning of toilets in each flat every week.

3- Sweeping and cleaning of floors, toilets and bath rooms of all the common areas in both OQ & SQ, i.e. ACT/CT offices, pump rooms, area surrounding water pump room and sump, VOF, VEF, dispensaries, area surrounding the transformer yard, Residents Welfare Association room in the OQ and staff community hall in the staff quarters etc. everyday. Special attention should be given for ensuring optimum cleaning and hygiene of VOF and VEF.

4- Except the above, the contractor may have to remove any other materials such as broken window glass, rusted wooden / iron door or window frames, broken parts of wooden doors or windows, broken branches of trees after cutting into pieces during storm or low pressure, broken glass bottles etc. from inside the colony campus along with the other garbage as indicated above.

5- **The contractor should supply all the materials required for the above mentioned sweeping and cleaning work.**

6- The contractor should arrange to put bleaching powder around all the manhole chamber, gully trap chamber surrounding each building at least once in every fortnight.
7. Lifting of garbage from all the premises in both the quarters and dumping them in the respective garbage bins and lifting the garbage from the bins either by liaising with municipal authorities or by making other private arrangements, so that perishable solid waste is not left to rot in the bins causing unhygienic condition in the premises.

(III) PERIODICAL CLEANING WORKS:
1. Cleaning the open terrace area of each building both in officer’s quarters and staff quarters once in every month.
2. Cleaning of all the floor, walls and OWC or EWC and seat cover of toilets / bath rooms in all the flats once in every week with toilet cleaner / toilet floor cleaner.
3. Cleaning of walls & ceilings of cobwebs, cleaning of fans, other inaccessible spots of each flat (such as bed rooms, hall, kitchen, balcony, ceiling area at the entrance lobby of each flat etc.) are to be done once in every three months in both the quarters.
4. Cleaning of floors, kitchen platform, tile dado of kitchen platform and sink, shelves below kitchen platform, wash basin dado etc. in other rooms to be done with mopping cloth, floor cleaner so as to remove any oil spot, sticking of any organic materials etc. once in a year.
5. The washing and cleaning of the netlons in all the flats once in every three months.
6. The vacant flats (if any) in both officer’s quarters and staff quarters should be washed & cleaned once in every month. All the fans, cupboards, windows, kitchen, floors, toilets and baths etc should be cleaned properly.

(IV) SPECIAL CLEANING WORKS:
In case of a storm, thunder shower, high wind, low pressure etc. or even under normal circumstance, if any tree is uprooted or any tree branch is broken, then the contractor shall arrange to cut the tree or branches into pieces with axe or any other cutting tool and remove the same out of the colony campus at the earliest.
Separate payment shall be paid to the contractor on submission of bill after realistic assessment of the works done.

All the works mentioned above scope of works (office and both quarters) are indicative only. NABARD may assign any other work related to the main job of cleaning and sweeping which may come to notice or emerge in future.

Scope of work- Caretaking Service in VOF & VEF at NABARD Officer’s Quarters and NABARD Staff Quarters at Chandrasekharpur, Bhubaneswar

1. The contractor will attend to the guests accommodated in the VOF & VEF by employing experienced person/s in housekeeping work- cum cook- on monthly retainership basis. The house keeping work in general shall include keeping all the VOF/VEFs neat and clean, changing of bed linens at regular intervals / change of guests, keeping a record of issuing the dirty linens to laundry and receiving of cleaned linens from laundry, serving water, tea / coffee as asked by the guests, registering complaints regarding any civil, plumbing, electrical, telephone, carpentry in the respective registers, keeping all the wall clocks, TVs & remotes in workable condition, cooking and serving of food to the guests, washing of used utensils, keeping a record of all the kitchen items, entry of guest name in the register and kit issue register separately, recording of phone calls in a register made by the guests from the VOF etc.

2. The contractor will maintain the entire VOF & VEF, dead stock items kept in the VOF & VEF and surrounding area (rooms, drawing rooms, kitches, toilets, balconies, entrance...
3. The contractor shall be responsible for the cleaning and upkeep of the dead stock items provided in the VOF/VEF (such as cots, mattresses, tables, chairs, sofas, centre tables, dining tables, TV tables etc.).

4. The attendants shall collect the room rent / VOF users charge from the guests at the rate notified by the Employer and the cash received from the guests should be handed over every day morning to the ACT / CT on duty with proper acknowledgment. The room rent collected on Friday / Saturdays / Sundays / Holidays should be handed over on next working day.

5. The contractor shall ensure serving of breakfast, tea, coffee, snacks, lunch / dinner to the guests in VOF/VEF at the rates as mutually agreed to with the Employer after due consultation. Procuring all the grocery items, milk, vegetables, non-veg items and any other ingredients including the cooking gas refilling as required for preparing the food will have to be done by the contractor at his own cost.

6. Immediately after the assignment of work, the contractor should come forward with a schedule of rates of food items to be supplied to the guests on demand in breakfast, lunch, snacks and dinner. The breakfast menu generally may include (i) Bread butter toast & mixed fruit jam (ii) Bread and egg omelet (iii) Puri and Bhaji (iv) Tawa Roti or Parata & Sabzi (v) Upma (vi) Curd (vii) Tea or Coffee. The lunch menu may include (i) steam rice or boiled rice as per the order (ii) Tawa Roti (iii) Dal / Dal fry (iv) One seasonal vegetable sabji or dry bhaji (v) Curd (vi) Egg Omelet / Boiled Egg / Poached Egg / Fish fry as per the order (vii) Paneer masala / Chicken masala / fish masala as per the order (viii) Papad - roasted or fried as per the order (ix) Tomato / Onion / Cucumber / green chilly salad. The evening snacks item may include (i) Vegetable / chicken / paneer pakoda as per the order (ii) Tea or Coffee. The dinner items may include same items as per the lunch. Besides that the contractor should also provide tomato sauce, chilly sauce, iodized salt, pepper powder etc. free of cost during serving of food from breakfast to dinner.

7. The Employer at its discretion may negotiate the rates of these food items with the contractor to finalize the rates. Once finalized, the rates of these items will be fixed for the year and the contractor has to supply the foods to the guests at the same rates during the contract period.

8. The contractor shall supply all such general usable to be used in the VOF such as liquid soap, mosquito repellant liquid and machine, toilet refresher such as donil or equivalent cake, 2A / 3A battery for TV remotes and wall clocks, shoe polish & brush, room sprayer and other such sanitary products as required.

9. The contractor should supply and keep the toilet kits ready for the guests. The kits should be supplied only to such guests as advised by the Employer. The guests’ acknowledgment should be taken in a register against the supply of the kit. The photocopy of the register should be submitted along with the bill. The toilet kits in general shall contain the following items:
   i. Tooth paste - small pack
   ii. Tooth brush - medium or soft bristles
iii. Shaving Razor - ready to use  
iv. Shaving Cream - small pack  
v. Coconut Hair oil - small pack  
vi. Toilet soap - 75 gm.  
vii. Shampoo pouch (2 No.)  
viii. Cold cream - pouch  
ix. Talcum powder - small pack  
x. Comb  

Shaving lotion & shaving brush (only for Sr. Officers of CGM & above rank) and any other items as advised by Office.  

10. The contractor should keep sufficient stock of all the consumables supposed to be supplied by him to the VOF or guests, with the attendants.  

11. The attendants should maintain the guest register and toilet kit supply register separately and the guests should enter their date of coming and leaving indicating the time.  

All the works mentioned above are indicative only. NABARD may assign any other work related to the main job which may come to notice or emerge in future.  

Man-Power Assessment  

The assessment of man-power for carrying out the works as detailed above has been approved as follows and the agency has to deploy labours accordingly-  

1) For Office premises-  

External Cleaning - 3 unskilled labours (22 days a month)  

Internal Cleaning - 4 Unskilled Labours including, at least, one woman for cleaning the ladies’ toilets. (22 days a month)  

2) For both the Quarters- 10 unskilled labours and 1 skilled labour (supervisor) (26 days a month)  

3) Care Taking Service in VOF/VEF  

Semiskilled - 2 (26 days a month)  

4) Total Labours-Unskilled-17  

Semi-Skilled-2  

Skilled-1  

E-Working Days & Hours  

1. Work at NABARD Office Building, 2/1 Civic Centre, Nayapalli, Bhubaneswar  

(I) 22 days a month since NABARD’s office normally remains closed on Saturdays and Sundays. However, the agency may be required to deploy the labour to perform the job, if at any time, the office of NABARD remains open on such days including holidays. Extra payment for such extra duty hours shall be made as per statutory provisions.
(II) Working Hour: The manpower should be available on all the working days from 07.30 Hrs so as to complete the daily cleaning works by 9.30 AM. In the afternoon hour the man power should be available from 13.30 hrs till close of the office at 17.30 hrs. The deployment of manpower may be flexible and could be changed depending upon the work and prevailing office timings from time to time.

2. Works at NABARD Officer’s Quarters and Staff Quarters, Chandrasekharpur
   (I) All the days of a month. However, the labours as assessed above should be deployed in such a manner that no labour shall be required to work without a day’s weekly rest and for more than 26 days a month.
   (II) Working Hour: Mentioned against different items of work in the “Scope of Work”

3. Supply of Materials
   i) Cleaning Materials at Office and Residential Quarters

   The cleaning materials shall be provided by NABARD for Office as well as for both the residential quarters.

   ii) Toilet Kits at VOF

   The toilet kits at VOF shall be procured by the contractor.

   Cost of materials

   Further, if any item other than normal materials supplied by NABARD is required to be procured by the agency on Bank’s instructions, the same will be settled on production of original invoice or bill and the agency will be eligible for 15% over and above the original bill amount towards contractor’s service charge.

   However, the bills for purchase of all materials should be obtained in the name of NABARD.

   Similarly, if the agency engages any additional labour on temporary basis other than mentioned in the contract, on our instructions, the amount will be settled as per prevailing minimum wages besides contractors service charge at the rate approved as per tender.
PLUMBING AND SANITARY SERVICES

Scope of work- Plumbing & Sanitary Services of NABARD Office Building at 2/1 Civic Centre, Nayapalli, Bhubaneswar

Regular Jobs
a) Providing Services for maintaining plumbing and sanitary installations of NABARD office building at IRC Village Nayapalli, Bhubaneswar; NABARD Officers’ Quarters and Staff Quarters at Chandrasekharpur, Bhubaneswar, as per instructions of the competent officials of NABARD, normally conforming to the CPWD specifications.

b) Ensuring the proper functioning of the plumbing and sanitary system and carry out the repairing immediately as when required. The labours of the contractor shall visit the site every day and check the functioning of the system. A register shall be maintained at each of the site where the staff or supervising officials can register their complaints and suggestions and the contractor shall attend to such complaints immediately. In case of repairs or implementing the suggestions involving any expenditure the same shall be carried out with prior approval of the competent authority of NABARD.

Periodic Jobs
i) Cleaning the sewerage lines at least once in a month or whenever necessary to ensure unhindered flow of sewage.

Occasional Jobs

1) Arranging for cleaning of septic tanks as and when required.

Scope of work- Plumbing & Sanitary Services of NABARD Officer’s Quarters and NABARD Staff Quarters, Chandrasekharpur, Bhubaneswar

Area- 72 flats in NABARD Officer’s Quarters and 64 Flats in NABARD Staff Quarters along with common areas like community hall, staircase, terrace, security lodge, parking space, pump house etc.

Regular Jobs
1) Providing Services for maintaining plumbing and sanitary installations in NABARD Officers’ and Staff Quarters at Chandrasekharpur, Bhubaneswar, as per instructions of the competent officials of NABARD, normally conforming to the CPWD specifications.
2) Ensuring proper functioning of the plumbing and sanitary system and carrying out the repairing in it immediately as when required. The labours of the contractor shall visit the site every day and check the functioning of the system. A register each shall be maintained at both the quarters where the staff or officials can register their complaints and suggestions and the contractor shall attend to such complaints immediately. In case of repairs or implementing the suggestions involving any expenditure the same shall be carried out with prior approval of the competent authority of NABARD.
3) Operating the water pumps at both the quarters to ensure uninterrupted water supply to each flat and other common areas and gardens in both the quarters.

**Periodic Jobs**

1) Cleaning the sewerage lines at least once a month to ensure unhindered flow of sewage.

**Occasional Jobs**

1) Arranging for cleaning of septic tanks as and when required.

Besides these specific jobs the contractor may have to liaison with municipal and public authorities as and when required, relating to the job.

All the works mentioned under scope of work are indicative only. NABARD may assign any other work related to the main job which may come to notice or emerge in future.

**E - Man-Power Assessment for plumbing and Sanitary Services**

The assessment of man-power for carrying out the regular jobs as detailed above has been approved as follows and the agency has to deploy labours accordingly-

Office - 01 Plumber (Semiskilled) (22 days per month)

Officers Quarter - 01 Plumber (Semiskilled) and 01 labour (Unskilled) (26 days per month)

Staff Quarter - 01 Plumber (Semiskilled) and 01 labour (Unskilled) (26 days per month)

**F - Working Days & Hours**

1. **Work at NABARD Office Building at 2/1 Civic Centre, Nayapalli, Bhubaneswar.**

(I) 22 days a month since NABARD’s office normally remains closed on Saturdays and Sundays. However, the agency may be required to deploy the labour to perform the job, if at any time, the office of NABARD remains open on such days including holidays. Extra payment for such extra duty hours shall be made as per statutory provisions.

(II) Working Hour: The manpower should be available on all the working days from 07.30 Hrs so as to complete/attend the sanitary and plumbing works by 9.30 AM. In the afternoon hour the man power should be available from 13.30 hrs till close of the office at 17.30 hrs. The deployment of manpower may be flexible and could be changed depending upon the work and prevailing office timings from time to time.

2. **Works at NABARD Officer's Quarters and NABARD Staff Quarters, Chandrasekharpur, Bhubaneswar.**
(I) All the days of a month. However, the labours as assessed above should be deployed in such a manner that no labour shall be required to work without a day’s weekly rest and for more than 26 days a month.

(II) Working Hour: Mentioned against different items of work in the “Scope of Work”

3. Cost of Material- The cost of material procured by the Contractor shall be paid extra at the prevailing market rate, on proper scrutiny of the claim and the same will be settled on production of original invoice or bill along with 15% extra over and above the claimed amount towards contractor’s service charge. However, the bills for purchase of all materials should be obtained in the name of NABARD.

Similarly, if the agency engages any additional labour on temporary basis other than mentioned in the contract, on our instructions, the amount will be settled as per prevailing minimum wages. However, contractors profit will not be allowed on this temporary labour supply.

Alternately, if the cost of the material procured or work performed by the Contractor is settled at RBI, CPWD/SPWD schedule of rates 15% extra towards contractor’s profit will not be considered as this component is inbuilt in such rate/s.

GARDENING AND LANDSCAPING WORK

Scope of Work-Gardening & landscaping works in the NABARD Office Building, Nayapalli, Officers and Staff Quarters at Chandrasekharpur, Bhubaneswar

The contractor shall carry out and complete the works in every respect in accordance with this contract and to the satisfaction of the Employer i.e. NABARD. The Employer may, in their absolute discretion and from time to time issue written instructions, if any change in the scope of work is necessary. The present scope of this contract in all the three premises of the Bank i.e. in the Officers’ Quarters & Staff Quarters at Chandrasekharpur and Regional Office building at Nayapalli, is as under:

Maintenance of the existing garden, lawn which includes watering, trimming of trees, shrubs, plants, hedges, spreading of manure and garden earth, spraying of pesticides, replanting of seasonal flower plants in different seasons of the year, weeding out the wild grass and other wild vegetational growth at all locations in the premises at regular intervals, maintenance of flower beds, indoor / outdoor plants / trees, flower troughs, removal of garden related garbage from the premises and its disposal etc. complete as directed. The scope of the work is described below in more detail:

1. Services :
   A. Maintenance of lawn as under :
      a) Regular watering of plants and lawns as and when required to keep them alive.
      b) Sweeping - Once a week in winter (2-3 times a week in summer.)
      c) De-weeding :Twice a month - Summer & winter( Rainy season - As and when required depending upon intensity of weed growth)
d) Mowing of lawn  
e) Rolling of lawn once in a month  
f) Application of pesticides: 2-3 times a year (Antitermite treatment) and as and when pest infestation noticed.  
g) Application of Bio-Fertilizers and chemical fertilizers twice in a year i.e June/ July, and January / February.

B. Maintenance of Plants as under :  
a) Regular watering - daily  
b) Loosening of soil - Twice in a month  
c) De-weeding - as and when required  
d) Trimming : Bimonthly or quarterly  
e) Application of pesticides  
f) Application of Bio-Fertilizers / manure .  
g) Spraying of chemicals for maintaining free of insects, pests and other disease causing agents  

C. Maintenance of Ornamental plants (Ixora, Cycus, Thuja, Juniper, Agava etc) as under :  
a) Regular watering  
b) Loosening of soil  
c) De-weeding  
d) Trimming  
e) Application of pesticides  
f) Application of Bio-Fertilizers and chemical fertilizers  

D. Maintenance of shrubs as under :  
a) Regular watering  
b) Loosening of soil  
c) De-weeding  
d) Pruning  
e) Application of pesticides  
f) Application of Bio-Fertilizers and chemical fertilizers  

E. Maintenance of hedges as under :  
a) Regular watering  
b) Loosening of soil  
c) De-weeding  
d) Gap filling : As and when required.  
e) Cutting hedges to proper height maintaining good shape.  
f) Application of pesticides  
g) Application of Bio-Fertilizers and chemical fertilizers  

F. Maintenance of ground cover / edge as under :  
a) Regular watering  
b) Loosening of soil  
c) De-weeding  
d) Cutting ground cover to proper thickness  
e) Application of pesticides
f) Application of Bio-Fertilizers and chemical fertilizers

G. Maintenance of seasonal flower beds (indicative varieties - Marigold (Inca & French), Salvia, Chrysanthemum, Dahlia, Astor, Zinia, Phlox, Plotulaca, Petunia, Pansy, Sunflower, Verbena etc. Fertilizer - 3 tractor loads to each staff Quarters & Officer qtrs.
   a) Regular watering
   b) Loosening of soil
   c) De-weeding
   d) Stacking
   e) Removal of dried / decayed flower
   f) Application of pesticides
   g) Application of Bio-Fertilizers and chemical fertilizers (Fertilizers- 3 tractor loads to each, staff quarters and officer’s quarters, one tractor load to office)

H. Maintenance of Potted plants (Flowering Marigold, Chrysanthemum, Dahlia, Portulaca, pansy, petunia etc, foliage Ficus, Benjamina & Starlight, Croton, Palm, Dieffenbachia, Aglaonema, Cordyline, Dracaena, Monstera, Zamia, Loxra etc.) as under:
   a) Regular watering
   b) Loosening of soil
   c) De-weeding
   d) Arrangement of pots
   e) Removal of dried / decayed flower
   f) Addition of pot mixture
   g) Repotting of plants
   h) Application of pesticides
   i) Application of Bio-Fertilizers and chemical fertilizers.
   j) Placement of pots inside the bank and change of pots at regular intervals.
   k) Placement of flowering pots at the meeting place / conference room etc and removal of the same after the meeting.
   l) Painting of the pots at regular intervals Monthly basis.
   m) Replacing of the broken / cracked pots as and when required staggered manner.
   n) Brass polishing of the metallic pots to give a shining look as and when required and colouring of earthen pots.
   o) Supplying of plastic plates for placing of the pots.
   p) Changing of the flowering / decorative plants in the pot seasonally.(Staggered manner).
   q) Supplying of additional flowering pots as and when required.

I. Maintenance of open space inside the garden not covered with lawn grass as under:
   a) Regular watering
   b) Sweeping
   c) Planting of desired grass / Cutting of grass bed with grass cutter machine / sword to proper thickness
   d) Application of anti-termite pesticide

K. Maintenance of Creepers as under:
   a) Regular watering
   b) Loosening of soil
c) De-weeding  
d) Staking  
e) Trimming  
f) Application of pesticides  
g) Application of Bio-Fertilizers and chemical fertilizers.

L. Withering / Decaying / Dying: As soon as shrubs / plants / potted plant / flowering plant / trees show signs of withering, decaying or dying, such plants shall be uprooted and removed from the bed. In such case, the bed shall be prepared again and new healthy plants of selected / approved variety shall be planted again and maintenance shall be done as directed by the Bank.

M. Watering of plants / lawn: The contractor should arrange pipe, sprinkler, rotary sprinkler and any other necessary equipment for watering of plants / shrubs / lawn / flowering beds / potted plants etc. The water can be drawn from the sources already existing at the premises.

N. Besides, maintaining the existing garden and landscaping of the three premises of the Bank, the contractor shall have to undertake jobs for improving the aesthetic appeal and beautification of the premises by new plantations of both of seasonal and permanent nature with detailed planning, estimate and prior approval of NABARD.

O. Removal of Garden wastes like leaves, trimmed branches, dead plants, broken pots etc. and their disposal in the appropriate environment-friendly manner as per the city municipal rules and practice.

2. Requirement of Materials:

i. Dump manure: Dump manure shall be decayed organic or vegetable matter obtained in the dry state from any dump. The manure shall be free from earth, stone brick bats or other extraneous materials. The cost of manure / fertilizers and labour charges will be borne by the contractor during the maintenance period.

ii. Farmyard manure: It shall be decayed organic or vegetable matter obtained in the dry state from any manure farm. These shall be free from grit and any other extraneous materials.

iii. Oil cake or chemical manure: These shall be supplied by the contractor as required to the trees / plants during the maintenance period.

iv. No sludge from manhole / septic tank / soak pit shall be used as manure.

Manpower Assessment-
For carrying out the jobs detailed above in all the three premises, the contractor has to deploy manpower as per details below:

**Office -**
01 Gardener *(Semiskilled)* (26 days per month)

**Officers Quarter -**
One (01) Gardener *Semiskilled* and one (01) *Unskilled labour* (26 days per month)
Staff Quarter - 01 Gardener (Semiskilled) and 01 labour (Unskilled) (26 days per month)

All the manpower assessed should be deployed on a regular basis for 26 days a month for all three premises of the bank. The man-power as assessed above should be deployed in such a manner that no labour shall be required to work without a day’s weekly rest and for more than 26 days a month.

For any extra occasional work of special nature the contractor has to supply extra man-power as and when required with prior approval, for which additional payment, as per rule, shall be made.

**Service and Material Cost**

**Service Cost**
- i) The normal maintenance, expansion and improvement work of the gardens shall be done by the manpower assessed and sanctioned as above. The wages of the labour shall be paid to the agency as per the rate to be quoted vide this tender without violating the statutory provisions applicable to contract labours.

- ii) The cost of additional services like removing and disposing the garden wastes shall be paid on monthly basis at the rate to be quoted vide this tender in Price Bid under Establishment/Administrative/Material Charge for Gardening etc.

**Material Cost**
- i) The cost of materials like fertiliser, pesticides, hormones, oil cakes and similar materials of non-verifiable quantity shall be paid on monthly basis at the rate to be quoted vide this tender in Price Bid under Establishment/Administrative/Material Charge for Gardening etc.

- ii) The cost of major materials of verifiable quantity like garden earth, manure, pots, plants shall be paid on actual basis after obtaining prior approval from NABARD. However, the cost of new plants shall be paid after 15 days of plantation in case of seasonal variety and 30 days of plantation in case of permanent variety on the basis of survival with discount of average 5% and 2% mortality rate respectively.

**Place:** (SIGNATURE OF THE TENDERER)

**Name:**

**Date:** Seal:
SPECIAL CONDITIONS OF THE CONTRACT

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

2. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract."

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

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

5. Contractor shall maintain job cards and a proper Record/Register indicating reasons for not attending to any particular work time schedule. The periodicity and expected schedules are given in the scope of work and the amount of deduction/penalty beyond that period for pending work as well as for any substandard work will be as under:

<table>
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<tr>
<th>Nature of work</th>
<th>Time of completion</th>
<th>Penalty for delay</th>
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</thead>
<tbody>
<tr>
<td>All items indicated in scope of works based on their periodicity</td>
<td>As given in scope of works</td>
<td>Rs. 500 per day per pending work</td>
</tr>
</tbody>
</table>

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

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

If the contractor fails to deploy the number of manpower as required under the agreement/tender and such absence of manpower in each category of workmen exceeds 15% or more of total man days in a month, then a penalty of Rs. 500.00 per day shall be imposed on the contractor for all absent days including 15% of the absences during the month. The amount of penalty shall be adjusted from the amount payable to the contractor and shall not be deducted by the contractor from the wages payable to the workmen. But repeated failure by the agency may render the contract liable for termination and forfeiture of RMD.
7. The responsibility of engaging and maintaining sanctioned strength of skilled/semi skilled/unskilled workers for sweeping, cleaning, sanitary, plumbing, gardening and landscaping lies with the Contractor in view of timely attention and completion of the routine works within the given time frame. In case of non-attendance or non-timely attendance or below-standard carrying out of any work by the contractor, the Bank shall get the work satisfactorily carried out through its other agencies at the risk and cost of the contractor. Apart from making payments to the said other agencies from the dues of the contractor, the Bank shall also levy a penalty of 15% of all such payments made to other agencies.

8. Additional Penalty: If the contractor continues to fail to engage sufficient workers and does not show sufficient progress in attending to the works, NABARD may, after issuing written notices, levy additional penalty at its discretion, which will be recovered from the Contractor’s bill.

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

10. NABARD reserves the right to change scope of work or the number of labours during the contract period.

Declaration by the Contractor

We / I have read and understood the Scope of Work and special terms and conditions for the Cleaning, Sweeping, Caretaking Services of VOF/VEF, Sanitary, Plumbing, Gardening and Landscaping works in the entire Office premises and Officers Quarters and Staff Quarters and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Further, we / I also declare that no prohibitive things/banned chemicals will be used, which are harmful to human life.

Place (Signature of the Tenderer)

Date

Address Name and Seal:
SAFETY CODE

1. The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilised dressings and cotton wool at all three premises.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. It is entirely the responsibility of the contractor to follow the safety procedures such as using safety belts, life lines, helmets, rubber gloves etc. depending upon the nature of works Contractor is free to approach NABARD for any suggestion in this regard. However any lapse in this regard will be viewed seriously.
4. No portable single ladder shall be over 8 metres in length. The width between the side rails shall not be less than 30 cm. Clear and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. A penalty of **Rs. 1,000/-** shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of **Rs. 2,000/-** shall be levied if violation is repeated.
6. Penal action will also be taken if the contractor’s supervisors and workmen do not wear the uniforms and photo identity cards issued by the contractor and thus pose a security risk to the safety of the Bank’s establishments, its officers and the families of its officers residing in flats. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.
7. An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work.

1. Declaration by the Contractor

We / I have read and understood the Safety code for the Cleaning, Sweeping, Caretaking Services of VOF/VEF, Sanitary, Plumbing, Gardening and Landscaping AMC works in the entire Office premises, Officers Quarters and Staff Quarters and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Place :

Date : (Signature of the Tenderer)

Address :

Name and Seal :
APPENDIX – A
(Form of Bank guarantee in lieu of Chapter security)

To

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In consideration of National Bank for Agriculture and Rural Development (NABARD) having Head Office at C-24, G-Block, Bandra-Kurla Complex, P.O. Box No.8121, Bandra (E), Mumbai – 400 051 and having Odisha Regional Office at 2/1, Civic Center, Nayapalli, Bhubaneswar – 751015 (hereinafter referred to as “Purchaser”) having agreed to obtain “Annual Maintenance Contract for Cleaning, Sweeping, Caretaking Services of VOF/VEF, Sanitary, Plumbing, Gardening and Landscaping Services at NABARD Odisha Regional Office, Officer Quarters and Staff Quarters, Bhubaneswar” (hereinafter referred to as “Services”) from __________________________ (hereinafter referred to as “Contractor”) on the terms and conditions contained in the tender Ref.No. NB.ODI/_____/AMC-Housekeeping/ 2021-22 dated 29th December 2021 and their agreement (hereinafter referred to as the “Contract”) and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the “Annual Maintenance Contract for Cleaning, Sweeping, Caretaking Services of VOF/VEF, Sanitary, Plumbing, Gardening and Landscaping Services at NABARD’s Odisha Regional Office, Officer’s Quarters and Staff Quarters, Bhubaneswar” (hereinafter referred to as “Proposed Services”) as per the terms and conditions as set forth in the said contract and also guaranteeing the Proposed Services as per the terms and conditions of the said contract;

1) We, (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to 31st March 2023 (validity date of BG) money or monies not exceeding a total sum of Rs.____/- (Rupees____________________only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser on failure of the contractor to provide proposed services as per the terms and conditions of the said contract.

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

3) This Guarantee shall expire on 31st March 2023 without prejudice to the purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e 31st March 2023.
4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

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

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

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

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

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

10) Notwithstanding anything contained herein:
   i. Our liability under this Bank Guarantee shall not exceed Rs._________/-(Rupees___________________________only);
   ii. This Bank Guarantee shall be valid up to 31st March 2023;
   iii. Unless actions to enforce the claims is filed on or before 31st March 2023 all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.
iv. The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serves upon the Bank a written claim or demand on or before 31st March 2020.

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

Date this...........day of..................2022 at..................

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

sd/..............................................................................
APPENDIX-B
Previous experiences

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

| Sr. No. | Name & Location of work | Cost of work | Name of owner | Full address | Name of the contact person from owner's side for whom work was executed | Contact no. of the contact person of the owner (Mandatory) | Email id of the contact person (Mandatory) | Whether the work was left incomplete (reasons if any for delay in completion of work) or contract was terminated from either side (give full details) | Any other relevant information |
|---------|-------------------------|--------------|===============|--------------|---------------------------------------------------------------------|--------------------------------------------------------|------------------------------------------|---------------------------------------------------------------------------------|----------------------------------|
| 1       |                         |              |               |              |                                                                     |                                                        |                                          |                                                                                 |                                  |
| 2       |                         |              |               |              |                                                                     |                                                        |                                          |                                                                                 |                                  |
| 3       |                         |              |               |              |                                                                     |                                                        |                                          |                                                                                 |                                  |
| 4       |                         |              |               |              |                                                                     |                                                        |                                          |                                                                                 |                                  |
| 5       |                         |              |               |              |                                                                     |                                                        |                                          |                                                                                 |                                  |
| 6       |                         |              |               |              |                                                                     |                                                        |                                          |                                                                                 |                                  |

NOTE: Contractor shall submit the work order/completion certificates of all mentioned work issued by before the above respective clients and shall produce NABARD whenever called.
b. List of important works ON HAND

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

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

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<thead>
<tr>
<th>Sr.No.</th>
<th>Name</th>
<th>Age</th>
<th>Qualifications</th>
<th>Work experience</th>
<th>Nature of works handled</th>
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ANNEXURE I

BASIC INFORMATION ABOUT THE TENDERER

1. Names, address of firm/Agency : 

2. Company and Telephone : 

3. Name, Designation, Address and Telephone No. of authorized person : 

4. Please specify as to whether Tenderer is sole proprietor Partnership firm/Private or Limited Company : 

5. Name, Address and Telephone No. of Directors/partners : 

6. Registration No. : 

7. Copy of PAN card issued by Income Tax Department and Copy of previous Financial Year’s Income Tax Return. : 

8. Provident Fund Account No. : 

9. ESI Code Number : 

10. License number under Contract Labour (R&A) Act1970 of the Employer

(a) Details of Bid Security/ Earnest Money deposit : 

(b) Amount : 

(c) UTR Number of the amount deposited in NABARD account : 

(d) Date of Deposit : 

(e) Name of Bank transferred from : 

12. Any other information : 

13. Declaration by the bidder : 

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of the bidder) (With seal)
Name and Address
## ANNEXURE-II

### CHECK-LIST FOR PRE-QUALIFICATION BID FOR Annual Maintenance Contract

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Documents asked for</th>
<th>Page number at which document is placed</th>
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<tbody>
<tr>
<td>1.</td>
<td>Earnest money</td>
<td></td>
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<tr>
<td>2.</td>
<td>One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation address and office telephone numbers. If the bidder is a partnership firm/private or limited company, name designation, address and office telephone numbers of partners/Directors also.</td>
<td></td>
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<tr>
<td>3.</td>
<td>Undertaking on a letter head (as per format prescribed in Annexure-V).</td>
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<tr>
<td>6.</td>
<td>Self-attested copy of valid Registration number of the firm/agency.</td>
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<td>7.</td>
<td>Self-attested copy of the License under Contract Labour (R&amp;A) Act 1970, of the employer for whom the Agency is currently undertaking the work.</td>
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<td>8.</td>
<td>Self-attested copy of valid Provident Fund Registration number.</td>
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<tr>
<td>9.</td>
<td>Self-attested copy of valid ESI Registration No</td>
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<td>10.</td>
<td>Proof of experiences of last three financial years as specified in clause 2.1 &amp; 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.</td>
<td></td>
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<tr>
<td>11.</td>
<td>Annual turnover of last three financial year duly certified by the Statutory Auditors.</td>
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<tr>
<td>12.</td>
<td>Any other documents, if required.</td>
<td></td>
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</table>

### Signature of the Bidder

(Name and Address of the Bidder)  
Telephone No.
## ANNEXURE-III
### CHECKLIST FOR TECHNICAL EVALUATION

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Information to be provided</th>
<th>To be filled by</th>
<th>For office use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Annual Turnover (in Crores) for the last three financial year duly certified by the Statutory Auditors (Para 2.1 b)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Experience of running Annual Maintenance Contract/ Services (in years) (Para 2.1) Attach copies of work order and completion certificate</td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td>Manpower on roll</td>
<td></td>
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<tr>
<td>4.</td>
<td>Details regarding Experience</td>
<td></td>
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<tr>
<td>5.</td>
<td>Has your Agency has ever been Blacklisted? (Y/N) (Para 7.2.2)</td>
<td></td>
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<tr>
<td>6.</td>
<td>EMD Attached (Para 5.5.1)</td>
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<tr>
<td>7.</td>
<td>Documents (as under 12.5) attached (Y/N)</td>
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</table>

**Note:** Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided.

**Signature of the Bidder**
**Name and Address of the Bidder** Telephone No.
To

The Chief General Manager
NABARD
Odisha Regional Office
2/1 Civic Centre
Nayapalli
Bhubaneswar -751015

Subject: Tender for providing Annual Maintenance Contract for Cleaning, Sweeping, Caretaking Service of VOF/VEF, Sanitary, Plumbing, Gardening and Landscaping Services at NABARD Odisha Regional Office, Officer’s Quarters and Staff Quarters, Bhubaneshwar— for one year with effect from the date of awarding the contract.

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.

2. This is to certify that I/We before signing this bid have read and fully understood all the terms, conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.

3. I/We abide by the provisions of Central Minimum Wages Act, Contract Labor Act and other statutory provisions like Provident Fund Act, ESI Act, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Central Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.

4. I/We shall provide required labours as and when required.

5. I/We do hereby undertake complete Annual Maintenance Contract for Cleaning, Sweeping, Caretaking Service of VOF/VEF, Sanitary, Plumbing, Gardening and Landscaping Services at NABARD Odisha Regional Office, Officer’s Quarters and Staff Quarters, Bhubaneshwar and shall be ensured by our Agency, as well as any other assignment considered by the Bank.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No.
CLIENT'S REPORT

(On Client's Letter Head)

Performance details of the Firm: M/s

Located at:

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1</td>
<td>Work order/reference No.</td>
</tr>
<tr>
<td>2</td>
<td>Gross Value of the Contract (in Rupees)</td>
</tr>
<tr>
<td>3</td>
<td>Date of commencement of Contract</td>
</tr>
<tr>
<td>4</td>
<td>Whether the Service carried out as per agreement and the scope of the work entered with the Firm</td>
</tr>
<tr>
<td>5</td>
<td>Reason for delay (if any and whether any penalty/liquidated damage, if any, was imposed on the firm</td>
</tr>
<tr>
<td>6</td>
<td>Comments on capabilities of the firm (indicate grading)</td>
</tr>
<tr>
<td>a</td>
<td>Quality of Service provided by the firm</td>
</tr>
<tr>
<td>b</td>
<td>Technical proficiency/competence</td>
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<tr>
<td>c</td>
<td>Integrity and reliability of the partners/proprietors of the firm</td>
</tr>
<tr>
<td>d</td>
<td>Integrity and reliability of the Personnel deployed</td>
</tr>
<tr>
<td>e</td>
<td>Dealings in the execution of the work, adherence to schedule and time</td>
</tr>
<tr>
<td>7</td>
<td>Did the firm go for arbitration?</td>
</tr>
<tr>
<td>8</td>
<td>Any other information in your view will help us in making our decision.</td>
</tr>
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</table>

Signature of the Reporting Officer Place

(Office Seal)

Place:
ANNEXURE VI

Draft ARTICLES OF AGREEMENT

On Non-judicial stamp paper

AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

THIS AGREEMENT is made at Bhubaneswar on this .....................day of .............2022

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development having its Odisha Regional Office at 2/1 Civic Centre Nayapalli Bhubaneswar-751015, hereinafter referred to as “NABARD” (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the ONE PART

AND

M/s. ......................................................, a firm/society/company registered/incorporated under the Companies Act, 1956 Act and having its registered office at .................................... .......hereinafter referred to as the ‘Contractor’ which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, liquidators, administrators and assigns) of the OTHER PART.

(NABARD and the Contractor are collectively hereinafter referred to as “the parties”)

2. WHEREAS

(1) NABARD, being desirous of outsourcing the works relating to Annual Maintenance Contract for Cleaning, Sweeping, Caretaking Services of VOF/VEF, Sanitary, Plumbing, Gardening and Landscaping Works at NABARD’s Odisha Regional Office, Officers Quarters and Staff Quarters, Bhubaneswar (hereinafter referred to “the said works”) at its Office premises at 2/1 Nayapalli Civic Centre Bhubaneswar-751015 and at NABARD Officers and Staff Quarters at Chandrasekharpur, Bhubaneswar-751015 (hereinafter collectively referred to as “the said Premises”) for the period 01.02.2021 to 31.01.2023 (one year with effect from the date of awarding the contract) had, vide its letter No................................dated......................, issued a “Notice Inviting Tender” (hereinafter referred to as “the NIT”) inviting bids for providing the said works at the said Premises. A copy of the NIT is annexed herewith as “Annexure” and to be read as part and parcel of this Agreement.

(2) The Contractor had, vide its letter dated...............2021, submitted its Tender for undertaking the said works at the said Premises.

(3) NABARD, vide its Letters of Intent No......................dated......................2022 had selected the Contractor for carrying out the said works at the said Premises.
NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The contract shall commence with effect from the date of awarding the contract till one year unless it is curtailed or terminated by NABARD owning to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of Rs. per month for the period from 01.02.2022 to 31.01.2023 to the Contractor for carrying out the said works in the said Premises as per the details given in the scope of work. The rate will remain fixed throughout the entire period of contract i.e. till 31.01.2023 and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled/semiskilled/unskilled labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/Central Govt. whose rates are adopted. NABARD will make payments only after the satisfactory completion of the periodic services on monthly / quarterly basis as indicated in the tender document.

2. The contract may be extended for further period/s after the expiry of the initial period i.e. 31.01.2023 as indicated in the tender document. NABARD shall, in that event, make a request in writing in this behalf to the Contractor one month prior to the expiry of the current contract/extended contract and upon such request, the Contractor shall provide the said works at the said Premises, on the same terms and conditions or with some addition /deletion/modification, for a further specific period, mutually agreed upon by the parties.

3. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.

4. The Contractor should make discreet inquires about the character and antecedents of the persons whom they are deploying in NABARD. The Contractor shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.

5. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by:
   - i. List of individuals deployed
   - ii. Bio-Data containing educational qualifications and previous experience/s, date of birth, etc.
   - iii. Certification of verification of antecedents of persons by local Police authority.
   - iv. Identity Cards bearing photograph.

6. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in Annexure of the tender document. No
additional payment shall be made if the contractor keeps more staff for completing the pending work or if minimum staff strength is not able to perform satisfactorily as per the contract provision. All deployed manpower shall wear Identity card/s.

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

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

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

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

11. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.

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

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

14. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest
15. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD.

16. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.

17. The Contractor, wherever and whatever material is provided by NABARD, shall use it properly. Any improper use leading to wastage / pilferage shall be made good by the Contractor to NABARD.

18. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed by the Contractor if they sustain any injury etc., while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD. The CAR policies are required to be at least for 1.25 times of the contract value.

19. The Contractor’s personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, administrative/organizational matters as all are of confidential/secret nature.

20. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.

21. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.

22. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the Officers of Department of Premises, Security and Procurement, NABARD so that optimal services of the persons deployed by the Contractor could be availed without any disruption.

23. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case of delay in attending the work or providing the
substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank’s decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.

24. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/conflict of interest/improper conduct.

25. In case, the manpower deployed by the Contractor commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD, remove him/them from the said Premises.

26. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in the State of Odisha/GoI, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.

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

28. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are on time, irrespective of receipt of payment from NABARD. The bank deposit statement should be mandatorily furnished if asked for from time to time.

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

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

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

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

33. The EMD and balance amount of the RMD (i.e. 5% of the contract value minus EMD already deposited) received from the Contractor will be retained by NABARD towards Security Deposit.

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

35. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Contractor, to the extent of the loss or obligation in monitory terms. If the adjustment is not possible, then the same may be recoverable from the contractor.

36. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.

37. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement, then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.

38. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.

39. If the services of the contractor are not found satisfactory, the contractor will be given one month’s notice to improve his services. If the contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the contractor firm can terminate the agreement by giving three months’ notice in advance. If the Contractor fails to give such three months’ notice in writing for termination of the agreement, then the Security Deposit will be forfeited. Notwithstanding anything contained in this Agreement, the Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till the date of termination of this agreement.

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

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

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

41.3 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties."

41.4 The venue of the arbitration shall be at Bhubaneswar.

41.5 The language of arbitration shall be English.

41.6 Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

42. Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

43. This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

44. This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.
45. The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies.

In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorised officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered
By Shri
DGM/ GM
For & on behalf of NABARD
In the presence of
1
2

Signed, sealed and delivered
by Shri
the duly authorized signatory for & on behalf of the Contractor
In the presence of
1
2
ANNEXURE - VII

PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the contractor/service provider for effecting payment

Name and address of contractor/service provider with phone nos.

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

Please attach (1) photocopy of one cancelled cheque leaf of the above Bank account and (2) copy of PAN card and (3) allotment letter/registration letter under GSTN.

Place: 
DATE: 

(SIGNATURE OF THE TENDERER) ADDRESS: 
NAME
## Annexure

### Manpower Requirement

<table>
<thead>
<tr>
<th>Area/location</th>
<th>Number of labour for Gardening and Landscaping work</th>
<th>Number of labour for Sanitary and Plumbing work</th>
<th>Number of labour for Cleaning and Sweeping work</th>
<th>Number of labour for catering service of VOF/VEF</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>NABARD, Odisha Regional Office, Bhubaneswar</td>
<td>Semi Skilled-01 (26 days per month)</td>
<td>Semi Skilled-01 (22 days per month)</td>
<td>Unskilled-07 (22 days per month)</td>
<td></td>
<td>Cleaning and Sweeping staff shall include at least one lady worker</td>
</tr>
<tr>
<td>NABARD Officer’s Quarters, Chandrasekharpur, Bhubhaneshwar</td>
<td>Semi Skilled-01 (26 days per month)</td>
<td>Semi Skilled-01 (26 days per month)</td>
<td>Unskilled-05 (26 days per month)</td>
<td>Semi-Skilled-02 (for both quarters) (26 days per month)</td>
<td></td>
</tr>
<tr>
<td>NABARD Staff Quarters, Chandrasekharpur, Bhubhaneshwar</td>
<td>Semi Skilled-01 (26 days per month)</td>
<td>Semi Skilled-01 (26 days per month)</td>
<td>Unskilled-05 (26 days per month)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>5</td>
<td>5</td>
<td>18</td>
<td>02</td>
<td></td>
</tr>
</tbody>
</table>

NABARD Officer’s Quarters, Chandrasekharpur, Bhubhaneshwar:
- Semi Skilled-01 Unskilled-01 (26 days per month)
- Semi Skilled-01 Unskilled-01 (26 days per month)
- Semi Skilled-01 (Supervisor for both quarters) (26 days per month)
- Cleaning and Sweeping staff shall include at least one lady worker
- Semi-Skilled-02 (for both quarters) (26 days per month)
Price Bid
Part – 02
Bill of Quantities

National Bank for Agriculture and Rural Development

Annual Maintenance Contract for providing Cleaning, Sweeping, Caretaking Services of VOF/VEF, Sanitary, Plumbing, Gardening and Landscaping Works at NABARD Odisha Regional Office building, Bhubaneswar, Officers Quarters and Staff Quarters, Chandrasekharpur, Bhubaneswar, for the period from 01.02.2022 to 31.01.2023 (one year from the date of award of contract) as per details given in the Annexure (Manpower Requirement) & consistent with the scope of work and the terms & conditions of this tender.

Description of Property: NABARD Odisha Regional Office, 2/1, Civic Centre, Nayapalli, Bhubaneswar- 751015 & NABARD Officers and Staff Quarters, Chandrasekharpur, Bhubaneswar

Period of AMC – 01st February 2022 to 31 January 2023 (One year with effect from the date of awarding of the contract) (which can be renewed subsequently at the sole discretion of NABARD, if services are found satisfactory for further period of two years, one year at a time).

Rates to be quoted based on the scope of works and specification/description of items as well as terms and conditions contained in the Tender Document. The rates to be quoted taking into consideration the details contained in the Annexure II provided in the price bid.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description of Item</th>
<th>Quantity</th>
<th>Rate per Month per labour (Rs.)</th>
<th>Amount/ Month (Rs.) ( iii x iv )</th>
<th>Amount for 12 months ( v x 12 )</th>
</tr>
</thead>
<tbody>
<tr>
<td>i</td>
<td>Providing the services of Seven (07) unskilled labour including one (01) lady worker for carrying out the works as indicated in the scope of AMC works (Cleaning &amp; Sweeping) in NABARD Office Premises, Bhubaneswar as per the schedule given in terms and conditions, complete as directed. (22 working days per month)</td>
<td>07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Providing the services of Fourteen (14) unskilled labours for carrying out the works as indicated in the scope of AMC works (Cleaning, Sweeping, Sanitary, Plumbing, Gardening and Landscaping Works) in NABARD Officer’s and Staff quarters, Chandrasekharpur Bhubaneswar on all days on rotation basis as per the schedule given in terms and conditions, complete as directed. (26 working days per month)</td>
<td>14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Providing the services of One (01) Semiskilled labour for carrying out the works as indicated in the scope of AMC works (Sanitary &amp; Plumbing) in NABARD Office Premises, Bhubaneswar as per the schedule given in terms and conditions, complete as directed. (22 working days per month)</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Providing the services of One (01) Semiskilled labour for carrying out the works as indicated in the scope of AMC works (Gardening) in NABARD Office Premises, Bhubaneswar on all days on rotation basis as per the schedule given in terms and conditions, complete as directed. (26 working days per month)</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Providing the services of Six (06) semiskilled labours for carrying out the works as indicated in the scope of AMC works (Caretaking Services of VOF/VEF, Sanitary, Plumbing, Gardening and Landscaping) in NABARD Officer's and Staff quarters, Chandrasekharpur, Bhubaneswar on all days on rotation basis as per the schedule given in terms and conditions, complete as directed. (26 working days per month)</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Providing the services of One (01) Skilled labour-Supervisor for carrying out the works as indicated in the scope of AMC works (Cleaning, Sweeping, Caretaking Services of VOF / VEF Plumbing, Sanitary, Gardening &amp; Landscaping) in NABARD Officers and Staff quarters, Chandrasekharpur Bhubaneswar on all days on rotation basis as per the schedule given in terms and conditions, complete as directed. (26 working days per month)</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>G</strong></td>
<td><strong>Sub Total (A+B+C+D+E+F)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Uniform Charge (minimum Rs 2000/per annum per labour i.e. Rs.166.67 per month)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>Total (G+H)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>Add Establishment Charge/ Administrative / Overheads Charges/Material Charges for Gardening <em>(Ref Clause 1 of Material Cost under Scope of Work for Gardening)</em> etc @____% on I</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K</td>
<td>Total (I+J)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L</td>
<td>Add Contractors Profit/Service Charge @___% on K (Should not be less than applicable rate of IT-TDS)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>M</td>
<td>Grand Total = K+L</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N</td>
<td>Mention GST % &amp; amount</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Total ( M+N)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Specify the % on (I) and (K) under the head “Description of Items” in Sl.No. J and L respectively.

Total Amount including GST in words .................................................................

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

Total Amount Excluding GST in Words.................................................................

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

Signature:

Name:

Address:

Phone No:

Date:

Seal:
Annexure II
Calculation Sheet

(Per Month Calculation as per applicable category)

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Details</th>
<th>Rate per month (22 days)</th>
<th>Rate per month (26 days)</th>
<th>Rate per month – (22 days)</th>
<th>Rate per month (26 days)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unskilled Labour (Office)</td>
<td>Unskilled Labour (Quarters)</td>
<td>Semiskilled Labour (Office)</td>
<td>Semiskilled Labour (Quarters)</td>
</tr>
<tr>
<td>A</td>
<td>Basic wage-</td>
<td>Minimum wages (as per Central Govt. or Odisha State Govt. whichever is higher) inclusive of Special Allowance / VDA.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>EPF (Employer portion) –  Shouldn’t be less than 13% on basic wage – max 15000/- per month</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>ESI Contribution (Employer portion) –  Shouldn’t be less than 3.25% on basic wage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Bonus-  Shouldn’t be less than 8.33% on basic wage.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Sub Total= (A+B+C+D)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Other Charges including statutory payments (please specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Grand Total (E+F)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:

The filled Annexure I should be uploaded along with Price bid.

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

Signature :

Name : Address & Phone No:

Date : Seal :
Note:

1. The quote for items A,B,C,D,E & F shall be based on the information furnished in Annexure II, which is to be enclosed with Price Bid.

2. (i) The base rates quoted should include the cost of manpower and their uniform, cost of equipment/machinery/material, if any; and contractor's establishment/administrative/overhead charges and service charges/profit and any other charge to be specified, exclusive of GST. GST applicable on the base rates should be mentioned separately. Only the base rates quoted shall be considered for comparison. The rate quoted should be rounded off to the nearest rupee at every stage; if not done, shall be deemed to have been done so.

   (ii) Rates are to be quoted as per scope of works & BOQ and after visiting the site.

   (iii) The sum total of the rates quoted for all the components shall be reckoned for comparing the lowest rate for awarding the tender. In case of tie in rates quoted by various bidders the decision of the competent authority of NABARD for awarding the contract as per its procurement policy to one of such parties shall be final.

3. No escalation or increase in the rates will be given during the Contract period. The rates will be considered for revision only in case of (i) revision of minimum wages and (ii) revision of statutory taxes like GST to the relevant extent.

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

5. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.

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

7. Before deployment of staff, their bio-data/competence shall be verified by the Bank's official in the beginning of AMC as well as on changing the staff/labour.

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

9. The contractor has to submit one monthly bill.

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

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

   (ii) The agency is required to strictly comply with all the statutory requirements relating to labour like payment of minimum wages, ESI, PF, bonus, workmen compensation etc. and complying with all such requirements shall be the sole responsibility of the agency.
and NABARD, in no way, shall be liable for non-compliance with such statutory obligations

(iii) In no case the minimum wage for the persons engaged should be less than the central or state rate whichever is higher, for 22 or 26 days a month (as applicable), as per manpower assessed in the tender document (Annexure). The contractor shall be entitled to claim the differential wage as and when the minimum wage is revised by the appropriate government authority.

iv) Besides the minimum wage EPF, ESI and bonus at the statutory rates has to be paid to all the contract labours.

12. The quotation shall be summarily rejected if the amount quoted, after providing for committed non-labour components in the tender like material charges, contractors administrative cost, contractor’s profit and all the statutory recoveries like IT-TDS etc., is not sufficient to pay the statutory labour components like minimum wage, EPF, ESI, Bonus etc.

13. Minimum Establishment/ Administrative /Overhead charges including insurance and other risk coverage of labours quoted shall not be less than 1% (one percent).

14. Minimum Service Charges/Profit of the contractor quoted shall not be less than the percentage of IT-TDS applicable to the vendors.

15. Minimum Cost of Uniform shall not be less than Rs.2000/per annum per labour.

16. The tenders with rates quoted less than the minimum rates specified shall be summarily rejected.

Accepted all terms & conditions of price bid

Place

Date

Signature of the Tender

Address

Name and Seal