



राष्ट्रीय कृषि एवं ग्रामीण विकास बैंक
NATIONAL BANK FOR AGRICULTURE
AND
RURAL DEVELOPMENT

हिमाचल प्रदेश क्षेत्रीय कार्यालय, शिमला
Himachal Pradesh Regional Office, Shimla

**Tender for providing Maintenance and Operation of Visiting
Officers Flat, Visiting Employees Flat, Officer's Lounge and Staff
Canteen**

निविदा संख्या :03/2025-26
Tender No:03/2025-26

Earnest Money Deposit:

Signature and Seal of Tenderer

TABLE OF CONTENTS

S.No	Particulars	Section / Annexure
	PART I - TECHNICAL BID	
1	Important Definitions	----
2	Disclaimer	----
3	Notice Inviting Tender	Section 01
4	Terms and Conditions –General	Section 02
5	Terms and Conditions –Special	Section 03
6	Safety Code	Section 04
7	Scope of Work	Section 05
	Pre- Qualification Criteria	Section 06
8	Submission of Bids	Section 07
9	Selection and Evaluation of Bids	Section 08
10	Draft of Article of Agreement	Section 09
11	Format for Technical Bid	Annexure I.I
12	Details of EMD Deposited	Annexure I.II
13	Letter of Authorisation to Bid	Annexure I.III
14	Pre- Contract Integrity Pact	Annexure I.IV
15	Letter of Undertaking from the Contractor	Annexure I.V
16	Non-Disclosure Agreement Form	Annexure I.VI
17	Form of Self-Affidavit/Declaration	Annexure I.VII
	PART II- FINANCIAL BID	
18	Financial Bid / Bills of Quantities	Section 10

TENDER PROCESS SCHEDULE

Activity	Date and time
Date of Issue of Tender	01 July 2025 at 1630 hrs
Last date for submission of the Bid	22 July 2025 till 1600 hrs
Date of Pre – Bid Meeting	08 July 2025 at 1500 hrs at NABARD Shimla RO.- Kindly submit queries prior to this date.
Date and Time of Opening of Technical Bid	22 July 2025 at 1630 hrs
Date and Time of Opening of Financial Bid	To be communicated later

Note: Any change in above schedule, on account of reasons, whatsoever, shall be informed to the bidders by e-mail. Tenderers are advised to periodically check their e-mails for latest updates related to this Tender.

Signature and Seal of Tenderer

Important Definitions

1. “NABARD” means National Bank for Agriculture and Rural Development.
2. “The Bank” means NABARD, Himachal Pradesh Regional office Shimla.
3. “Recipient”, “Respondent”, Tenderer and “Bidder” means respondent to the Tender Document.
4. “RO” means Regional Office.
5. Selected Bidder and Bank shall be individually referred to as “Party” and collectively as “Parties”.
6. “Bid” means response to this Tender Document.
7. “Tenderer” or “Contractor” shall mean the individual, or Manager of the firm or company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assignees of such firm or company.
8. “VOF” means Visiting Officers Flat.
9. “VEF” Means Visiting Employees Flat.
10. “Contract Price” shall mean the final accepted rates in the Bill of Quantities. "
11. “Accepting Authority” shall mean the Deputy General Manager, Department of Premises Security and Procurement, National Bank for Agriculture and Rural Development, Himachal Pradesh Regional Office, Shimla. 'Approval' wherever used in the specifications or scope of work shall mean, approved by or approval of the 'Accepting Authority' in writing.
12. “Appellant Authority” shall mean the General Manager (Officer- in-charge), National Bank for Agriculture and Rural Development, Himachal Pradesh Regional Office, Shimla, who shall also be the authority to consider any extension of time or compensation as detailed in clause hereunder.
13. Notice in writing or written notice shall mean a notice in writing typed or written characters delivered to or sent by contractor, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.

Signature and Seal of Tenderer

14. "Drawing" shall mean all drawings and/or design drawings of the installations and manual of operation of various equipments or any such reference for operation and maintenance furnished by the tenderer/sketches duly signed by the authorised Bank Officer on behalf of the employer during the progress of the work.
15. "Letter of Acceptance" shall mean an intimation by a letter issued by the Accepting Authority of the Employer to tenderers that his tender has been accepted in accordance with the provisions in the said letter.

Disclaimer

The information contained in this Tender Document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of National Bank for Agriculture & Rural Development (NABARD), Himachal Pradesh Regional Office is provided to the bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is not an offer or invitation to bid by NABARD, to any party other than the applicants who are qualified to submit the bids ("bidders"). The purpose of this Tender Document is to provide the bidder(s) with information to assist them in formulation of their proposals. This Tender Document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis regarding any information contained in the Tender Document and the meaning and impact of that information and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice. National Bank for Agriculture & Rural Development, Himachal Pradesh RO, makes no representation or warranty, express or implied, and shall incur no liability under any law, statute rules or regulations as to the accuracy, reliability or completeness of this Tender Document. National Bank for Agriculture & Rural Development, Himachal Pradesh RO, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this Tender document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Signature and Seal of Tenderer

This Tender Document has been prepared solely for the purpose of enabling the Bank in defining the requirements for engaging the Services of an Agency for Maintenance and operation of Lounge and Canteen at (Block 32, SDA Complex, Kasumpti, Shimla), Visiting Employees Flat(VEF) and Visiting Officers Flats(VOF) at (Block 42, Sector 3, New Shimla, Shimla) as mentioned in the Scope of Work.

The Tender Document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process.

Signature and Seal of Tenderer

Section 1

Notice Inviting Tender (NIT)

Ref. No. NB. ND./ 03 / 2025-26

01 July 2025

Madam/ Sir

Notice Inviting Tender – Annual Maintenance Contract of Visiting Officers Flat (VOF), Visiting Employees Flat (VEF), Lounge and Canteen.

1.1 Invitation for Bids

National Bank for Agriculture and Rural Development (NABARD), is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "The Bank") having its Head Office at Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.

NABARD, Himachal Pradesh Regional Office, Shimla intends to invite Techno-Financial Bids for Annual Maintenance and Operation contract of Lounge and Canteen, Visiting Officers Flat(VOF) and Visiting Employees Flat(VEF), from 01 August 2025 to 31 July 2027. A complete set of the Tender Document can be obtained from NABARD website www.nabard.org and GeM portal.

1.2 Objectives of the Tender

The Bank has floated this tender to invite techno-financial (Two bid system) bids through GeM portal, to engage a reputed agency for operation and maintenance of Officers' Lounge & staff canteen in NABARD HP RO, Block No.32, SDA Complex, Kasumpti, Shimla for the period from 01/08/2025 to 31/07/2027 and executing an Annual maintenance contract from 01/08/2025 to 31/07/2027 which can be further renewed for further one years only on existing terms and conditions subject to review of annual performance of the agency. The extension will be given on sole discretion of NABARD.

1.3 Tender Submission

Both bids (technical& financial) have to be submitted on GeM portal only for the aforesaid Tender as per detailed technical specifications and other requirements as per customized bid on GeM portal. The bidder shall submit all the documents pertaining to PQ criteria on GeM portal. The price bid of technically qualified bidders will be opened after completion of technical evaluation.

The price bid shall be submitted in the format of given excel sheet (on GeM portal) and whose printout with agencies seal & signature shall be uploaded as price bid details . The total amount (as evaluated from excel sheet) maybe mentioned as Price bid amount in GeM portal for assessment of L-1 agency. The overall calculation will be done on LCS method basis. In case of

Signature and Seal of Tenderer

multiple L-1 agencies, the final selection of L-1 agency will be done by GeM portal itself. The tender details are also available on nabard website www.nabard.org. However, tender has to be submitted through GeM portal only, no other mode of submission will be accepted.

1.4 Tender Schedule

The details related to Bid Collection and submission are given below:

Bid Reference number	NB.HPRO/ 03 / DPSP / 2025-26
Earnest Money Deposit (Refundable)	<p>₹ 95,097/- (Rupees Ninety Five Thousand Ninety Seven only) by way of NEFT to NABARD current A/c as per the bank details below:</p> <p>Name of the A/c Holder: National Bank for Agriculture and Rural Development</p> <p>A/C No : NABADMN28</p> <p>IFSC : NBRD00000002</p> <p>Bank : NABARD Head Office, Mumbai</p> <p>Type of A/c : Current (To be paid before submission of the Bid)</p>
Date of issue of the Tender	01st July 2025 at 1630 hrs
Pre-Bid Meeting	08th July 2025 at 1500 hrs at NABARD HPRO.
Last date and time for submission of Bids	22nd July 2025 till 1600 hrs.
Opening of Technical Bid	22nd July 2025 at 1630 hrs.
Opening of Financial Bid	Date to be advised separately to the shortlisted bidders
Contact Persons	Mr Vipin Tongar, AM +91 9891292221, Mrs Renu Bhalwal, AM +91 9876144782
E- mail	dpsp.shimla@nabard.org

- 1.5 For any clarification, you may contact on above-mentioned Phone/Mobile no and email ID.

--SD--
(Deputy General Manager)
Himachal Pradesh Regional Office
Shimla

Signature and Seal of Tenderer

Section 02

Terms and Conditions -General

2.1 Information Provided

The Tender Document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this Tender Document. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers have carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the Tender Document.

2.2 For Respondent Only

The Tender document is intended solely for the information of the participating bidders who (“the Recipient” or “the Respondent”) are interested to participate in tendering process.

2.3 All Costs to be Borne by the Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient /Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent. Stamp duty that may be incurred towards entering in to agreement with the successful Bidder for awarding the contract will be borne by the successful Bidder.

2.4 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

2.5 Bidder’s obligation to Inform Itself

The Recipients are advised to study the Tender Document carefully. Submission of the bids will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the Tender Document with full understanding of its implications. Bids not complying with all the given clauses in this Tender Document are liable to be rejected. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in all respects may result in the rejection of the bid. The Recipient must apply its own care and conduct its own investigation and

Signature and Seal of Tenderer

analysis regarding any information contained in the Tender Document and the meaning and impact of that information.

2.6 Errors and Omissions

Each bidder shall notify the Bank of any error, omission, or discrepancy, if any, found in this Tender Document.

2.7 Acceptance of Terms

The bidders will, by responding to the Bank's Tender Document, be deemed to have accepted the terms as stated in this Tender Document.

2.8 Earnest Money Deposit and Initial Security Deposit

2.8.1 The Bidders shall deposit an amount of Rs 95097/- towards Earnest Money Deposit by way of NEFT to the Account of NABARD as per the details given below:

Name of the A/c Holder	National Bank for Agriculture and Rural Development
A/C No	NABADMN28
IFSC	NBRD00000002
Bank	NABARD Head Office, Mumbai
Type of A/c	Current

(To be paid before submission of the Bid)

The option of submitting EMD as Bankers Cheque/Demand Draft is not available.

2.8.2 The EMD is to be paid before submission of the bid.

2.8.3 However, MSMEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations and empaneled with NABARD itself are exempted from clause of EMD subject to the providing of copy of such Registration Certificate.

The EMD receipt or certificate of registration (as MSME) with Central Procurement Organizations should form part of the Technical Bid Document submitted by the Vendor/Bidder. Failure to comply with this condition shall result in summary rejection of the Quotation/Bid.

2.8.4 The EMD shall be forfeited if:

- i.) A Vendor/Bidder withdraws the offer during the period of validity of the bid.
- ii.) The successful Vendor/Bidder fails to execute the work satisfactorily within the stipulated time schedule. NABARD's decision in the above cases will be final.

Signature and Seal of Tenderer

2.8.5 No interest shall be paid on the EMD deposited by the tenderer . EMD of the successful bidder shall be refunded after the successful completion of the work, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder

2.8.6 The EMD of the unsuccessful Bidder shall be returned within four weeks of the successful completion of the Bid Process.

2.8.7 The EMD of the successful Bidder shall be retained as Initial Security Deposit payable at the end of the Contract Period.

2.9 Indemnity

- i. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to labour act, minimum wages act, engaging the manpower laws etc.
- ii. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.
- iii. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- iv. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making a decision in respect of such loss or damage.

2.10 Liability of the Selected Bidder

Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non- fulfilment of any obligations under the Contract.

Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the firm and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this Tender Document. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.

"Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect, special, punitive,

Signature and Seal of Tenderer

exemplary, speculative or consequential damages, including but not limited to loss of income or profits."

2.11 Negligence by the Bidder

In connection with the work or contravening to the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such time as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf.

2.12 Obligations of the Bidder

The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

2.13 Termination of the Contract

The Bank reserves its right to cancel the entire contract by giving one month advance notice in whole or part at any time without assigning appropriate reasons in the event of one or more of the following conditions:

- i. Delay in completion of the work beyond the specified periods for reasons solely ascribed to the bidder.
- ii. Serious discrepancies noted in the conduct of the work.
- iii. Breaches in the terms and conditions of the contract.
- iv. If the bidder fails to perform any other obligation(s) under this Tender/and subsequent agreement.
- v. Approval of CGM HP RO with respect to termination of contract

2.14 Effect of Termination

The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

Signature and Seal of Tenderer

2.15 Publicity

Any publicity by the selected bidder in which the name of the Bank is to be used should be one only with the explicit written permission of the Bank.

2.16 Inspection of Records

All bidder's records with respect to any matter covered by this Tender Document shall be made available to the Bank or its authorized officials at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.

2.17 Integrity Pact

As per Central Vigilance Commission guidelines, all PSBs/Insurance Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors / bidders and the buyer (i.e. NABARD), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the buyer and all bidders and stipulates rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the Pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished in Annexure IV. The Prospective bidders have to submit the same duly signed on a non-judicial stamp paper of Rs.200/- at the time of submission of the Bid. Non-submission of 'Integrity Pact' shall disqualify the prospective bidder at the initial stage and their Technical/Financial bids shall not be opened.

The IP also envisages appointment of Independent External Monitors (IEMs), persons having high integrity and reputations, who will examine any complaint received regarding tenders and submit their report to the Chief Executives and also to the Chief vigilance Officer of bank in case of suspicion of irregularities.

2.18 Compliance with Laws

Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or

Signature and Seal of Tenderer

required for any of the purposes for providing the Electrical Operation and Maintenance Services under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

2.19 Resolution of Disputes

In case of failure to resolve the disputes and differences amicably, the matter may be referred to a single arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out the specific disputes therein. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party, and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the Arbitration. The venue of the arbitration shall be Shimla under the exclusive jurisdiction of the courts at Shimla. The language of arbitration shall be English. The award shall be final and binding on both the parties. Work under the contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by NABARD or 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 contract, no payment due, or payable by NABARD, to the bidder shall be withheld on account of the on-going arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters, thereof. The cost of arbitration (except the cost and fee of advocates) shall be borne by the contractor. The cost of the advocates shall be borne by respective party appointing the advocates.

2.20 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution and "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, for award of contract, if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Signature and Seal of Tenderer

2.21 Violation of Terms

It is clarified that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Tender Document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

2.22 Non-disclosure of Information

The Selected Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them.

2.23 No Commitment to Accept any Bid

Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank has the right to re-issue tender/bid. Bank reserves the right to make any changes in the terms and conditions of Tender Document that will be informed to all bidders. Bank will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder.

2.24 Signing of the Bid

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

2.25 Exit Option

The Bank reserves the right to cancel the contract in the event of the failure of the bidder to agree on the terms of the contract within 30 days from the date of communication of award by the Bank and sharing of terms of contract by the Bank and subject to a cure period of 30 days. If the bidder does not meet these criteria, then the Bank may at its discretion declare the next best bidder as the successful bidder. The contractor will have an option to exit from the contract if felt so, by serving a notice period of 90 days on a mutually agreeable date.

2.26 Force Majeure

In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, systemic breakdown, failure of electricity supply, accident and labour

Signature and Seal of Tenderer

trouble, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives 10 days' notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented.(In case, Force Majeure continues more than 30 days, both the parties should discuss to find out mutually agreeable solution to the problem. In case, it is decided to terminate the contract, the Bank shall be required to pay the bidder only such amounts as due to it on account of completed items. The bidder shall not be liable for any loss, damage or claims under this Agreement for termination due to Force Majeure clause).

2.27 Disqualification

Any form of canvassing/lobbying/influence/query regarding short-listing, status, etc. will be a disqualification.

Signature and Seal of Tenderer

Section 03

Terms and Conditions- Special

3.1 In the event of the bidder / tenderer quoting NIL charges (which includes all derivatives of zero / consideration), the bid shall be treated as unresponsive and will not be considered.

3.2 The Bank 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 the Bank. If required, the Bank may call written clarification from the 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 the Bank within a stipulated time. The Bank reserves the right to reject the bid if it is found to be abnormally low to deliver/perform the contract.

3.3 Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions and nature of work requirements to their utmost satisfaction before quoting.

3.4 All appropriate taxes including Goods and Service Tax, minimum wages will be paid as per relevant Act etc. as applicable from time to time for the entire Contract period. Under any circumstances, no price escalation, whatsoever, shall be entertained/permitted/allowed during the contract period.

3.5 Monthly payment will be made based on bill submitted by the contractor and Certified by the concerned officer or any other person authorised by NABARD to the effect that the complaints recorded in the Registers are attended to and as per the scope of the work. The Contractor has to get the signature of the concerned officer or any other person authorised by NABARD after completion of the respective work on the formats enclosed/given for respective work and should submit all these with the bill. NABARD will only reimburse monthly wages based on production of bank a/c statement of employed manpower, ESIC/EPF challans copy, attendance sheet and other necessary documents as deemed fit by NABARD HP RO.

3.6 GST-TDS, Income Tax, Works Contract Tax and other taxes as applicable, will be deducted at Source from total payments due to the Contractors.

3.7 NABARD will not be under any liability whatsoever, to pay any compensation to the persons deployed by the contractor if they sustain any injury etc. while discharging the duties in the said premises. The contractor shall get them insured against any liability under the Employee Compensation Act or any accident at his (contractor's) own cost. 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 Contractor shall be fully responsible and shall compensate NABARD with suitable Insurance cover in the event of any damage to persons 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 workforce.

Signature and Seal of Tenderer

3.8 The contractor shall deploy experienced staff as indicated in Scope of work to ensure the delivery of required service. Experience certificates especially wrt Head cook(Skilled) and Cook cum attendant(Semi-skilled) should be uploaded along with the documents.

3.9 All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules.

3.10 The contractor shall pay the personnel deployed in NABARD, their wages in accordance with the minimum Wages Act, 1948 on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed in NABARD. Tenders/bids not complying with the minimum wages payment are liable to be rejected.

3.11 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.

3.12 The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be responsible in any manner in the event of non-compliance with various labour laws in force by the contractor and the onus of compliance lies solely with the contractor. The contractor is advised to maintain attendance register of his staff employed at various sites and wage register for payment (at least minimum wages as per Central Govt. (GOI) shall be paid) with all records up to date as per the labour regulations. The contractor may be asked to submit the monthly payment records to the staff employed by him. The contractor is advised to ensure that the payment is regularly credited to the bank account of the individual staff employed and payslips for respective payments are duly issued regularly. NABARD will ask for past payslips and payment records to be submitted along with the monthly bill. In case wages are required to be disbursed in cash, same may be done in the presence of authorized representative of NABARD as required under relevant law.

3.13 Contractor shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract, if ESI & EPF Act is applicable to the contractor as per law. The contractor should submit proof of payment (counterfoils) as and when called for by NABARD towards ESI & PF with monthly bill & other documents such as registration number, photo card etc.

Signature and Seal of Tenderer

3.14 The Contractor should be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.

3.15 The Contractor shall ensure regular payment to his staff posted for the captioned work and the payment made to staff should not be less than the minimum wages notified by the Central Govt. from time to time and Proof for the same may be submitted to NABARD.

3.16 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 Training should be done by the contractor before posting the staff at site. The Contractor shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously. No additional payment shall be made if contractor keep more staff at site for completing the pending work or if the minimum staff strength deployed is not able to perform satisfactorily as per the contract provision. Further, contractor has to seek permission from NABARD for deployment of additional manpower, if any as per requirement.

3.17 The Contractor's workmen should report to concerned officer or any other person authorised by the Bank as per timings mentioned in the scope of work. A register will be kept at site showing attendance on day-to-day basis and which will be countersigned by the security guard on duty the time when contractor's worker arrives & signs at site. The same shall also be signed by ACT & the same or copy shall be presented along with the Contractor's monthly bill.

3.18 The Contractor shall abide by the requirements of Security from time to time and shall strictly follow the obligations required by NABARD.

3.19 The Contractor should obtain necessary permission that may be required for the purpose of this Contract/service from such authorities as may be prescribed by Law from time to time.

3.20 The Contractor or his authorised representative should visit the site frequently as required by NABARD and meet Officials for any clarifications and to receive instructions.

3.21 The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of NABARD. In the event of any damage / loss of life and property of NABARD, the contractor shall fully compensate NABARD for such damage/loss. The decision of NABARD in this regard shall be final and binding on the contractor.

3.22 Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients in kind or cash will be viewed

Signature and Seal of Tenderer

seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary without any notice.

3.23 In case of any default or failure on Contractor's part to comply with anyone / all of the Terms / Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.

3.24 If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.

3.25 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.

3.26 The cleaning work and cooking should be carried out with least inconvenience to the occupants of guestrooms/ staff members of NABARD. The workmen employed by the Contractor should abide by the Rules and Regulations prescribed by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, wearing of uniforms, interpersonal relation with the occupants of guestrooms. The contractor shall provide photo identity card to its workers including the leave reserves. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site. Contractor has to maintain a register of his manpower deployed with photo, ID card no. and permanent address, which needs to be modified/verified periodically.

3.27 The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. NABARD will provide necessary assistance in the matter.

3.28 The Contractor shall provide documentary proof of police verification for each and every person deployed with NABARD and replacement, if any, shall also be brought into effect.

3.29 EXIT: The first three months of the contract shall be on a trial basis. If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 30 days, to improve his services. If the contractor fails to improve his services within the notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period.

3.30 The contract is liable for termination vide one month's notice from NABARD and three months' notice by contractor.

Signature and Seal of Tenderer

3.31 Contractor to ensure the manpower deployed at workplace should wear proper uniform during duty hours and maintain the personal hygiene. A declaration for individuals' health to be submitted by the contractor that he/she is not suffering with any contagious disease.

3.32 The contractor shall ensure to provide an alternate manpower or replace with a suitable standby in case any of the regular staff deployed is absent or is on leave, so as to ensure suitable services.

3.33 On-site storage space will be provided to the Contractor at workplace for day to day work. NABARD will not be responsible for contractor's materials. The contractor will be required to vacate the storage space as per the exigency arising without any extra cost to NABARD.

3.34 The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof, without written permission of NABARD.

3.35 While submitting the monthly bill, the contractor have to submit detailed information on the complaints received, pending and the reasons there for and likely date of attending the same. Bill will be considered for payment after receiving the statements. Contractor will not link payments to his labourers with the settlement of bills by NABARD.

3.36 If in the opinion of NABARD, the work done by the contractor is not satisfactory, NABARD may decide, depending upon the merit of the work, to deduct such amount from the monthly bill amount, as it may deem fit.

3.37 The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.

3.38 The Contractor shall extend necessary help to other Contractors engaged by NABARD under separate contract for their respective work.

3.39 The Contractor shall be required to furnish NABARD, as and when required, the following:

- i. The Power of Attorney, name and signature of his authorized representative, who will be in-charge of execution of this contract.
- ii. Registration certificate copies.
- iii. Wage Book, Muster Book pertaining to labourers engaged under this contract.
- iv. Validity of Insurance Policies, Labour Contract License relating to staff engaged at NABARD site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.
- v. The Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by him. Any damage caused wilfully or any negligence to the works executed, shall be borne by him.

3.40 The contractor shall remove from work any worker who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of NABARD. (Contractor shall not use NABARD work site for commercial purpose), outside the scope of work.

Signature and Seal of Tenderer

- 3.41** The manpower deployed by the contractor for discharging the contractual obligations under the contract shall be the employees of the contractor. NABARD shall in no way be connected with such manpower and they shall have no claim what-so-ever against NABARD.
- 3.42** This tender is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their bids/ offers. The purpose of this tender is to provide the bidders with information to assist the formulation of their bids/ proposals. This tender does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and, wherever necessary, may obtain independent advice. Bank makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.
- 3.43** The **contract shall be valid up to 31st July 2027**. The bank also reserves the right/option to extend the validity of this contract at the same rates and on the same terms and conditions for a period of maximum 01 year. Extension of the contract depends on the satisfactory report given by the NABARD, on the mutually agreeable terms.
- 3.44 Forfeiture clause:** In case of negligence/derelection of duty by contractor's staff, the Bank shall terminate the above contract without giving any notice and the security deposit shall be forfeited.
- 3.45** Recovery of income tax, education cess, work contract tax, goods and service tax etc. as applicable & in force shall be deducted from the bill during the currency of the contract.

Note: The property shall be handed over to contractor for AMC on as-is-where-is basis.

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

DATE:
PLACE:
ADDRESS:

Signature of the Tenderer
NAME AND SEAL

Signature and Seal of Tenderer

Section 04

Safety Code

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

4.2 The Contractor shall maintain in a readily accessible place first-aid equipment including adequate supply of sterilized dressings and cotton wool. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.

4.3 Smoking and chewing pan/tobacco/gutkha, consuming alcohol any other drugs etc. by persons deployed by Contractor are strictly prohibited in the building premises.

4.5 The Contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding the safety during working of his staff in the premises/site. The contractor has to ensure that the persons deployed at the site should wear proper uniform and carry ID cards within NABARD premises.

4.6 It is entirely the responsibility of the contractor to follow the safety procedures depending upon the nature of works and the Contractor is free to approach NABARD for any suggestion in this regard. However, if there is any lapse in following the safety procedures, the same will be viewed seriously.

4.7 Penal action will be taken if the deployed manpower do not wear uniforms and photo identity cards issued by the Contractor and thus pose a security risk to the safety of the Bank's establishments.

4.8 The decision of the Bank in all cases attracting penalties shall be final and binding on the contractor.

4.10 Adequate insurance cover 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 performing the work and Bank should be kept indemnified from any such eventualities. In case of fire emergency, it should be ensured by the contractor that the staff deployed by him/her should be able to handle.

4.11 Any Manpower employed by the contractor if found to be in misconduct, stealing, theft or any fraudulent activities will immediately be removed from place by NABARD, without assigning/justifying any reason thereof.

4.12 If contractor is not able to adhere to the terms and condition of contract it will attract penalties as follow: -

4.13 On violation of mentioned clauses and conditions for the first time, which includes scope of work etc. and complete tender document, written communication on the subject to contractor will attract 10% of deduction of amount or any other % as the department may deems fit from the monthly bill. On second violation, termination clause will be enforced for which the contractor firm shall be liable itself.

Signature and Seal of Tenderer

Section 05

Scope of Work

5.1 Description of site

The Office building has Ground+03 floors. The Officers' Lounge includes Staff Canteen, and kitchen which is located on the 01st floor of the Office building. Various Meetings are held in the Conference Hall, which is located on the 2nd floor and top floor of the Office Building. The catering for the same is arranged at the Officers' Lounge(01st floor) on the date of the meeting or in the conference halls itself. Visiting officers Flats (VOF) and Visiting Employees Flats(VEF) are located at Block 42, Sector-3, New Shimla, Shimla . These flats temporarily accommodate the officers, staffs and their families during their transit for official and personal requirements.

5.2 The Vendor has to provide following services at indicated places in below table: -

Location	Office/facilities	Services Required
Block 32, SDA complex, Kasumpti, Shimla	i. Officers Lounge for NABARD Officers ii. Staff canteen	Tea/coffee/Beverages, etc Snacks, Breakfast and Lunch or any items demanded by NABARD staff.
Block 42, Sector 3, New Shimla, Shimla	i. Visiting Officers Flat (04 no.) ii. Visiting Employees Flat (01 no.)	Tea/coffee/Beverages etc Snacks, Breakfast, Lunch and Dinner or any thing demanded by the guest

5.3 Manpower required:-

Location	Manpower required	No required	Working week	Remarks
SITE - I				
Officer's lounge & staff canteen, pantries as well as office of NABARD Himachal Pradesh Regional Office Shimla at Block No. 32 SDA Complex, Kasumpti, Shimla,HP	Head Cook(Skilled)	01	Monday to Friday(i.e. Working days) at Office premises. 0900 hrs to 1800 hrs.	Responsible for the overall supervision of cooking/maintenance/execution in Officer's Lounge and canteen- In NABARD Office building.
	Cook cum attendant(Semi skilled)	01	Deep cleaning of premises on Saturday	Responsible for preparing the food alongwith attending to the RO

Signature and Seal of Tenderer

			(08 hour shift within the timing indicated above)	staff/guests/members and other responsibilities as delegated by NABARD.
	Serving/Multitasking Staff(Unskilled)	01		Required to serve to NABARD staff/guests/members etc. Cleaning of kitchen, pantries, lounge, canteen premises and other miscellaneous works.
SITE-II				
Block 42, Sector 3, New Shimla, Shimla (VOF flat no- 583,591,594,590 VEF No.- 584 and Reception area- 587)	Cook cum attendant(Semi skilled)	02	Duty hours of attendant cum cook as well as helper shall be on scattered/split basis so that they are not deployed beyond 8 hours per day and shall get four days leave through arrangement of reliever. In case of exigency, they are supposed to stay over working hours. They will be paid overtime allowance in such cases. Preferably, 01 cook cum attendant will be deployed between 5 AM to 2 PM and second cook cum attendant will be deployed	Responsible for preparing the food. The duty hours of cook shall be on scattered/split basis so that they are not deployed beyond 8 hours per day and shall get four days leave through arrangement of reliever. The person should also be responsible for catering to cleanliness of rooms alongwith toilets, reception area including dining and kitchen alongwith toilets etc. Further, changing of bedsheets/pillow covers etc. alongwith all other miscellaneous works deemed required for smooth maintenance of VOF/VEF required will be carried out through cook cum attendant. All registers will be required to be updated and maintained properly by this staff.

Signature and Seal of Tenderer

			between 2 PM and 11 PM. (08 hour shift within the timing indicated above)	
	Serving/Multitasking Staff(Unskilled)	01	Maybe deployed for 8 hour shift, preferably between 9 PM to 6 AM (08 hour shift within the timing indicated above)	All works as stated above for Cook cum helper except cooking. Further, any additional duties as allocated by the department within the shift hours.

* Rotation of manpower may be done as per work requirement from time to time.

5.4 Services required are as following: -

5.4.1 Scope of work at NABARD HP RO

i. Regular services to be ensured by the Vendor

The required services include providing Tea/coffee/green Tea/beverages etc. to all the staff members/Officers on all the working days including Saturday/ Sunday when office is open and as and when required. The vendor will be required to provide a full cup (200 ml) of Tea/Coffee/Green Tea to Officers/staff as indicated below: -

Details of staff	No. of serving	Remarks
NABARD staff/consultants	Twice in a day	Price for per cup of Tea/coffee/green t will
Contract staff or vendors	Twice in a day	be FILLED IN Part-B of financial bid. T rates should be quoted in the price ran of Rs 12 to Rs 15. Amount quoted decimals will be round off to next high rupee. Approx. 2420 cups monthly (55 staff members* 2 times* 22 working days). These figures will vary from time to time.

Signature and Seal of Tenderer

ii. **Timings:** The lunch hour is from 01:00 PM to 02:00 PM. The contractor shall arrange for tea/coffee etc. being served to the Bank's staff at their desks/table during office hours, on all working days or any other day as specified by the Bank, or wherever required. Additionally, they also have to serve tea/coffee etc. to all other staff as desired by the specific department from time to time. However, if required by the bank, services will have to be provided beyond office hours as well.

iii. **Infrastructure:**

- Pantries along with required utensils and water.
- Dining area with tables, chairs, refrigerator, microwave, water purifier etc.
- Electricity connections/points for electrical equipment etc.
- Crockery/cutlery

Note:

a. All crockery and cutlery items, etc. will be provided by the Bank. The same shall be maintained by the Contractor. The agency shall be responsible for cleaning and washing of the cutleries, crockeries and other utensils used for serving coffee/tea/breakfast/lunch. The agency shall ensure high standards in the food service. Broken/chipped and stained plates/bowls/cutleries must not be used.

b. It is the duty of the Contractor to properly handle the crockery/cutlery/various equipment's, etc., provided by the Bank. Verification of such items can be done by Bank at any time and if any item is found missing/ broken or in ill-condition, recovery will be made at actual price excluding the permissible breakage due to normal wear & tear. The decision of the Bank will be final in this regard.

c. No item shall be taken out of the Lounge/ Canteen without written permission of the designated officer nominated by the Bank. Normally no inventory shall be shifted from one room/ place to another, without approval of AGM/ AM - Lounge/designated officer and making valid entry in the stock register of the inventory.

d. The contractor has to ensure that the dining halls/ pantry area and all the crockery/ cutlery are cleaned and stacked properly every day prior to the closure Lounge/ Canteen.

iv. **Menu:** The contractor is expected to provide good quality vegetarian/ non-vegetarian lunch in proper hygienic condition to officers. Tea/ Coffee/ Lunch/ Special Lunch/ High Tea will be served as per the indicative menu given in Scope of Work.

Dishes served in lunch shall not be repeated. The items shall be rotated in such a manner so that the food is palatable. Overall quantity of menu shall remain sufficient to the satisfaction of the Guests. Surplus food shall be disposed of and not used in the next meal. The menu for each week must be pre-approved by the Bank.

v. **On demand services to be provided by the Vendor**

- Providing Tea/Breakfast/ Meals/ Lunch/ Snacks to the staff members/ officers on their demand. Apart from (i) above, officers will directly settle their bills with the contractor as per the rates

Signature and Seal of Tenderer

decided between the lounge committee and the vendor.

- Supply of Tea/Coffee/High Tea/Snacks/Lunch in the official meetings/ other occasions, conducted by NABARD from time to time.
- Conference Catering for the High-Level Meetings and Conferences hosted by NABARD will also be done by the Vendor on demand of NABARD.

vi. Rates for providing special catering services (Festival Lunch, High Tea/ Snacks, etc.) on special occasions may be decided by the Lounge committee formed by the Bank after discussions with vendor.

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

Bills for Tea/Catering services provided in the meetings, functions, programmes, events organized by NABARD will be settled as per the menu rates fixed by the Lounge Committee.

viii. Tea/Breakfast/Lunch supplied to the Staff members/ Officers on their demand (except Official meetings, functions, programmes) will be paid to the vendor directly by the Staff/ Officer concerned for tea/snacks/food items consumed by them.

ix. For the purpose of supplying Tea/coffee/ Snacks/ Lunch etc., NABARD will provide required space for pantry/ dining and crockery/ working equipment and furniture in the dining areas. NABARD will also provide water and electricity free of cost. While quoting rates, this aspect may specifically be taken into account.

x. Vendors are advised to inspect the site/nature of service required in this regard and satisfy themselves before submitting their bids. However, no visits will be allowed after pre-bid meeting. The vendor shall be deemed to have full knowledge of the site/nature of services to be provided, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

xi. The Vendor will source food ingredients etc., at their cost, provide the prescribed type of items and quantities as approved by NABARD, in NABARD's specified space in its premises and serve the same in designated dining area/ cabins/ conference halls in a hygienic manner.

xii. Vegetarian and non-vegetarian items shall be provided and handled separately.

xiii. Tea/ Snacks/ Lunch Timings – Officers/ Staff members would be served tea / snacks/ lunch as per the timings advised by NABARD.

xiv. The Officials and staff of NABARD are required to work at times on weekends and Public Holidays. The Vendor will have to provide catering service to these Officials as per need.

Signature and Seal of Tenderer

- xv. The Vendor will have to depute sufficient number of service staff to ensure service of Tea/Coffee to Senior Officers in cabins during office time as and when required by them during the day.
- xvi. In order to ensure delivery of timely and quality services, the Vendor is required to engage qualified and experienced catering staff. In case any increase in manpower for efficient running of the Lounge services, the Vendor shall not be entitled to additional remuneration.
- xvii. The cost of edible materials, uniform of staff, good quality table cloth & frills, refilling of cylinders/cooking fuel, napkins, mouth freshener, cleaning material for crockery/Dining area/pantry etc. and its transportation as required will be borne by the contractor. Use of Kerosene is prohibited in Bank's premises.
- xviii. The contractor has to provide services to the officers who bring their own lunch in Officers lounge or staff canteen such as arranging for clean crockery/cutlery on tables and providing drinking water etc.
- xix. The contractor shall be required to fill and replenish jugs with water from water purifier dispensers installed on each floor, through floor level pantry boys to the Bank's officers at their desk on various floors.
- xx. **Canteen and Lounge Cleanliness and Hygiene:**
 - a. The Vendor shall ensure that the items served in the pantry meet highest standard of hygiene. The cleanliness and maintenance of the utensils is to be strictly ensured besides proper maintenance of fridge, water cooler etc. The Vendor will have to bear the cost of cleaning materials. The Vendor is required to ensure use of quality cleaning materials. The staff is also expected to be reporting for duty with good health and hygiene wearing washed & ironed uniforms. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, and Sweater 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.
 - b. The Contractor shall perform the Service to the satisfaction of NABARD officials. If any shortcoming is found then on instruction from NABARD officials, the Contractor shall be bound to rectify the shortcoming immediately.
 - c. The vendor shall take full responsibility of cleaning and upkeep of Officers' lounge and Staff canteen.
 - d. The Vendor has to ensure that every day before and after operations, the pantry/ dining halls and all the crockery and cutlery are cleaned and kept in order before closing for the day.
 - e. The Vendor has to ensure proper disposal of waste and ensure that the outlets/ ducts provided in the canteen/ pantry/ lounge are not blocked/ damaged, etc.
- xxi. The Vendor will be responsible for removal of the garbage and keeping the assigned premises neat and clean.

Signature and Seal of Tenderer

- xxii. The Vendor shall ensure that the food shall be good, wholesome and of high quality and the ingredients used shall be branded (should have ISI/ Agmark). Moreover, before using the raw materials and other ingredients for food preparation, the Vendor shall ensure their quality and wholesomeness. NABARD through its authorised representatives shall have the authority to carry out tests and checks at their convenience, the raw materials, ingredients used for service arrangements and the finished eatables and will have absolute right to reject the items if they do not meet the required standard at its sole discretion and the same would be destroyed at the cost of the Vendor.

Details of Raw Materials to be used

S.No.	Items	Brands
1	Edible rice bran oil	Saffola/ Sundrop/ Fortune/dhara only.
2	Edible Mustard Oil	Sohna/ P Mark/ Fortune/only.
3	Spices	Catch/ MDH/ Everest
4	Wheat Flour	Aashirwad/ Annapurna/ Nature Fresh/ Pillsbury/ Shakti Bhog
5	Rice	Dubar and Basmati of branded companies like Daawat/ Kohinoor/ India Gate/ Lal Mahal only.
6	Cereals	Tata, Rajdhani or equivalent brands
7	Milk/ Ghee/ Dahi/ Dairy products	Amul/ Goverdhan/ Mother Dairy
8	Seasonal Fresh Vegetables/fruits	Should be of good quality. Perishable items may be procured on daily basis

Details of Tea/ Coffee/ Beverages

S.No	Menu	Qty.	Brand & other specifications
1.	Tea (1 cup)	150 ml	(Brooke Bond/ Lipton/ Taj Mahal/ Tata Tea/ Tetley), sugar, sugar-free sachets on demand
2.	Green Tea/ Lemon Tea (1 cup)	150 ml	Tea bag (Lipton/ Organic India/ Twinings) and fresh lemon wedge, sugar, sugar-free sachets on demand
3.	Coffee (1 cup)	150 ml	Nescafe, Tata coffee Grand, sugar, sugar-free sachets on demand
4.	Fresh Lime water	200 ml	Fresh Lemon
5.	Butter Milk / Lassi	200 ml	Amul/ Verka/ Ananda/ Mother Dairy

Note:

Signature and Seal of Tenderer

- *Tea/Coffee to be served in a tray on desks of officers/ staff members every day and only the brands mentioned above should be used.*
- *Packed Juice/ Coconut Water/ Soft Drinks at MRP*

5.4.2 Operation of VOF /VEF

Contractor has to give services on 24*7 basis and at any time guest may arrive and depart from there.

i. Receiving of Guest:-

- a. Manpower deployed at VOF/VEF/Medical Flat has to do the proper entry in the visitor register and issues the arrival kit to Guest and internet (wi-fi) password.
- b. He has to ensure that the room allotted is given to the correct person after identification verification and handover the room in ready condition to guest on arrival and on departure take possession of the room.
- c. He has to ensure that before arrival/after departure of the guest, rooms are kept ready/as per the described norms on 24*7 basis.
- d. He has to collect the applicable room rent from the guest if not allotted through empower.
- e. He has to take record of daily booking from the concerned office of bank and submit a report weekly about occupancy as per the actual arrivals.
- f. To ensure that all the equipment like TV, AC, Phone, internet, geyser and other fittings in guest room are in working condition.

ii. Kitchen

- a. Food for the VOF guests will be prepared and served at Dining room or their respective rooms as per demand.
- b. Contractor shall be able to prepare the food as per the menu given by the bank or on demand of the guest at price decided by the bank/Lounge Committee.
- c. Contractor should ensure that the deployed cook is able to make the all type of Indian dishes.(North as well as South) as well as continental cuisines for dinner/lunch/breakfast items.

iii. Guest Room

- a. Ensure the complete cleaning of the guest room and attached washroom, balconies etc. The cleaning activity will include the dusting sweeping moping, washing etc, on daily basis. Additionally, if cleaning of rooms/toilets/washroom etc. is required during the day, the same shall be done by the manpower deployed by the contractor.
- b. Ensure the dusting and maintenance of furniture kept in rooms.
- c. Ensure change of linen its washing, ironing and issue as per bank instructions.
- d. Vacuum cleaning of window carpets, curtains, door mats etc when rooms are vacant. The vacuum cleaner is to be provided by the contractor even its consumables. The vacuum cleaner shall have necessary attachments/accessories to carry out the cleaning properly.
- e. Supply of food and water to guest. Water bottles / Jug shall be filled by the attendants from the aquaguard water and to be placed in each room.
- f. Putting lights, geysers, coolers AC, etc, in room on and off as per requirement.
- g. Alcoholic drinks are prohibited to be supplied by the contractor to guests.
- h. Attendants have to ensure watering of plants and ensure cleaning of those area.

Signature and Seal of Tenderer

iv. Other facilities or services provided by the contractor in VOF/VEF on reimbursement basis are as follows: -(The same shall be done with prior approval of RO DPSP)

- Providing, supplying and doing the arrangement (by engaging the unskilled manpower) for daily cleaning of toilets, sweeping & mopping of floors , collection & disposal of solid waste, unblocking of waste pipes etc. including the cost of cleaning material (like broom, harpic, phenyl, moping cloth, moping machine & its consumables, cleaning material for kitchen utensils etc.) and need based cleaning for SRA all complete.
- Doing dry cleaning/ shampoo cleaning of sofa sets, dining chairs & carpet twice a year(Once in 6 months) in the VOF . One set means all these items in one flat.
- Doing dry cleaning and ironing of curtains(quarterly) of each flat by removing them and re-installing again properly. Rate shall be quoted for complete set of curtains of one flat.
- Providing and carrying out bug treatment for mattress & pillow on half yearly basis in all three flats
- Providing of mosquito repellent machines with Liquid refill in each occupied room (5 nos.) & drawing/dining room (01 nos.) as & when required
The cost incurred towards above will be reimbursed by bank on production of bills. The rates for relevant heads is included in Part-D for price bid

- Sachets of sugar, tea, coffee and a basic kit as decided by the bank.
- Dry cleaning of blankets/ AC quilt on monthly basis.
- Preventive maintenance of equipment in VOF/VEF.
- Other relevant items pertaining to maintenance of VOF/VEF as RO may deem necessary.

This will be reimbursed based on actual expenditure & production of bills.

v. Facilities provided by the NABARD for maintenance and operation of VOF and VEF.

- Kitchen with all necessary facilities like gas stove, cylinders, grinder, mixer, refrigerator, microwave, etc.
- Crockery, cutlery and all cooking utensils/pan, pressure cooker etc.
- Containers for storage of items in kitchen and refrigerators.
- Required furniture in rooms, reception and in dining area.
- Appliance like TV, Geyser, washing machine, water purifier, iron, phone etc.
- A welcome toiletries kit will be provided by the NABARD for the guest on arrival and keep its record.
- If any damage to the appliances provided by the NABARD will take place due to the negligence of the contractor's deployed manpower, its repair/replacement cost will be borne by the contractor.

Signature and Seal of Tenderer

Section 06

Terms and conditions of contract

General Instructions/Conditions to the tenderer/bidder / Agency

1. Intending applicants are required to submit the full bio-data giving details about their organization , experience , technical personnel in their organisation, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed form/format.
2. While deciding upon the selection of Tenderers/agency/contractor, emphasis will be given on the ability and competence shown in good quality work executed to meet PQ criteria in accordance with the specifications and within the time schedule as stated mentioned in the given Performa of tender.
3. Decision of the Bank in regard to selection/empanelment of contractor/agency/firm will be final. The bank is not bound to assign any reason thereof.
4. Each page of the application shall be stamped and signed by authorized signatory of the firm/agency/contractor as a token of acceptance or of self-certification. The authorized person shall have necessary authorization / power of attorney to do so.
5. If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper stated therein the part of the proforma and serial number of relevant row. Separate sheet shall be used for each part.
6. NABARD reserves the right to verify any or all the documents furnished by the Tenderers/applicant/agency/firm with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof.
7. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies. Any agency blacklisted /debarred by NABARD will be ineligible to participate in the tendering process. In case the debarred agency has been empaneled by NABARD in any office, the same may be mentioned.
8. Agency/contractor has to upload one sets of documents relating to PQ criteria on GeM portal.
9. While filling up the application with regard to the list of important projects completed or on hand, the applicants shall only include those works which individually cost not less than the specified tender/work order amount for PQ criteria.
10. Clarifications regarding applying for tender , if any required, may be obtained from Deputy General Manager, NABARD, HP RO, Shimla by sending email to dpsp.shimla@nabard.org till 11:00 AM of 08th July 2025.
11. Applicants shall have office in Shimla, H.P for participating in tender.
12. No mobilization advance will be given by NABARD, so necessary financial resources will be mobilized by agency/contractors.
13. Rates for the Item Rate Tender shall be quoted as per the stipulated technical specifications and in accordance with terms & conditions of tender and visiting the sites. Quoted rates shall be inclusive of all applicable taxes, latest minimum wages and charges for three cleaning machines as well as its consumables. Contractor shall ensure the desired quality in the work.

Signature and Seal of Tenderer

14. Interest free initial EMD (Earnest Money Deposit) amount of Rs. 95097/- shall be deposited in NABARD A/c before the last date of submission of tender. EMD amount of unsuccessful bidders will be refunded. The successful bidder EMD will be retained till the end of AMC period.
15. Validity of submitted tender will of 03 months. The work will be awarded on the basis of Least Cost System (LCS) on total quoted amount. The pre-bid meeting clarification & Integrity pact (IP) will be part of tender.
16. All the disputes will be settled amicably or through arbitration as per Arbitration and Conciliation Act with amendments upto 2019.
17. Successful bidder has to give Indemnity Bond to NABARD and Workman Compensation Policy for this AMC as insurance for engaged workers.
18. In the event of the bidder / tenderer quoting less than 3.85% as service charges under the head of “contractor profit & overhead charges(as in the given row of Price bid)” , the bid shall be treated as unresponsive and will not be considered. It should be kept in mind that the charges for supplying/arranging the machines and its consumables , dress/uniform cost, gratuity , conveyance charges, insurance expenses etc. shall be mentioned in the “overhead charges” in Price Bid.
19. The other charges to be quoted as in the given row of Price bid shall not be less than 1 % and greater than 5% otherwise your bid will be treated as invalid and will not be considered.
20. The Bank 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 the Bank. If required, the Bank may call written clarification from the 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 the Bank within a stipulated time. The Bank reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract viz the monthly charges are not calculated on the basis of highest prevailing minimum wages assessed from centre govt/state govt/ DC rates . Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
21. The responsibility of engaging and maintaining approved strength of required manpower lies with the Contractor. The Contractor shall ensure 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 penalties as per Bank’s sole discretion.
22. 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, a penalty of Rs. 50.00per 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 from the wages payable to the workmen by NABARD.

Signature and Seal of Tenderer

23. If the contractor continues to fail to engage sufficient workers and does not show sufficient progress in attending to the works, NABARD has right to cancel the AMC agreement.
24. In case of emergency / exigency, no extra payment for working in odd hours will be made. The property will be handed over to the Contractor for said AMC Works on 'as is where is' basis and the contractor shall be required to carry out pending works at his cost and continue to ensure proper service to a reasonably satisfactory level. In case the Contractor is asked to remove the garbage that has been collected on account of other activities not belonging to contractor, the removal charges shall be paid separately.
25. NABARD reserves to change scope of work or the number of workers during the contract period. NABARD may at its discretion increase or decrease the number of workers. The payment will be made on the basis of supplied manpower to NABARD/bank.
26. Rates are to be quoted inclusive of all prevailing taxes, levies like GST, etc. and as per scope of said AMC work & BOQ and after visiting the site.
27. I have understood the clarifications given during the pre-bid meeting and all are acceptable to me.
28. 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.
29. The quoted rates in price bid (for skilled/semi-skilled / un-skilled) will be considered for revision only in case of (i) revision of minimum wages by state govt./centre government and (ii) revision of statutory taxes like GST to the relevant extent. For any other reasons, there will not be any escalation or price increase during the Contract Period.
30. The contractor has to quote for all the items of BOQ in Price Bid. Incomplete BOQ will not be considered. No conditional bid/offer will be accepted.
31. The rates have to be quoted by including GST even if the contractor is not registered with GSTN. The rates will be compared only after comparing rates with taxes while evaluation of the price bids.
32. Before deployment of staff, their bio-data / competence shall be verified by the Bank's Officials/ designated official in the beginning of AMC as well as changing the staff/labour. The contractor will provide ID to engaged manpower/labour.
33. The contractor has to engage suitable agencies for specialised works etc. for operation of provided machines or provide the necessary training to engaged labour/workmen for operation of these machines. The contractor will ensure proper façade glazing cleaning etc.
34. The contractor has to give satisfactory services for all works AMC and bank reserves the right to remove/ delete any particular work from the awarded AMC.
35. The contractor has to submit monthly/ quarterly bill, as the case may be. Statutory & applicable deductions will be done in the bill payments as per the applicable penalty clauses in the tender document.
36. The contractor will comply all the Labour Law 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 and bank officials in the desired format for verification /checking or signing in these documents. All the payment to the

Signature and Seal of Tenderer

workmen/labour shall be made in their bank account and submit the bank the documentary evidences in this regard.

37. The working hours as mentioned in price bid includes one- hour lunch break.

38. The above list of work is illustrative and not exhaustive. NABARD may include works as per the requirement.

39. Any specialised machines/Tools to be used for cleaning purpose shall be maintained by the agency at its own cost as mentioned in Scope of Work. Bank will not pay any charges/ cost/rent for it as well as its consumables. All these charges (viz. for machines, dress/uniform, insurance, local conveyance etc.) shall be included as "Overhead Charges" in the price bid.

40. Cleaning material required for activities as per the scope of work will be provided by the contractor in VOF.

41. The cost of the stamp papers will be borne by the successful bidder/tenderer. The original documents will be kept by NABARD.

Declaration by the Contractor

We / I have read and understood the Scope of Work , general & special terms and conditions for the AMC for the above stated mentioned works in the entire NABARD HP Regional Office premises and VOF flats. 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.

Signature : Place:

Date :

Name and Seal

Signature and Seal of Tenderer

Section 07
Pre-Qualification criteria

S.No	Criteria	Qualification	Supporting Documents to be uploaded
1	Working Experience in Providing catering and hospitality services to Govt. Semi-Govt./ Govt. Undertakings / Autonomous bodies/ Corporate Sector/ Banks/Insurance Companies.	Minimum experience of Five (05) years as on 01 April 25 with 01 work executed in Himachal Pradesh, preferably Shimla	Copies of work Orders and copies of registration/formation of firm shall be submitted.
2	Annual turnover during each of the three years ending 31 March 2025 2022-2023 2023-2024 2024-2025	Not less than Rs 14.26 lakhs	Copies of Audited Account Statements (Balance Sheets / P& L A/c) 2022-23, 2023-25, 2024-25
3	Value of Works attended to as described.	Three works of the nature similar to Sr No 1 above of value not less than Rs 19.01 lakhs Or Two works of the nature similar to Sr No 2 above of value not less than Rs 23.77 lakhs Or	Copies of work Orders and proof of amount paid by the organisation to agency (copy income tax statement/ letter from the organisation mentioning the paid amount for services annually etc.

Signature and Seal of Tenderer

		One work of the nature similar to Sr No 2 above of value not less than Rs 38.04 lakhs	
4	Nature of Clients	At least one of the on-going contract with a Government Department/ Organisation/PSU/ Banks/Insurance Companies.	Copy of the work Order for ongoing works maybe provided.
5	Submission of pre-contract integrity pact on Rs 200/- stamp paper	As per annexure I.IV to be submitted by all bidders on stamp paper for technical evaluation	Original integrity pact uploaded on GeM portal
6	Own Office	Should have their own office within state of Himachal Pradesh	Copy of Telephone Bill / Rent Agreement, etc
7	Contractors/Agencies who are registered/empaneled with any Govt. Semi- Govt./ Govt. Undertakings / Autonomous bodies/ Reputed Corporate Sector Company /Banks. The agencies shall currently be operating longue/canteen in banks, Govt. institutions, training establishments etc.	Agency/ contractor shall be empanelled / registered with any of these institutions	Copy of registration (like PAN/GST) / empanelment may be submitted
8	Legal Structure Private Limited/Public Limited, Partnership, Proprietorship	-----	Copy of registration certificate firm or any other similar certificate.
9	In case of MSME or Section B company	----- -	Copy of certificate

Signature and Seal of Tenderer

PART-I
BASIC INFORMATION

Sl.No	Particulars	Bidder's/Contractor Response
1	Name of the organization/ Firm and address of Registered office	
2	Year of Establishment	
3	Type of Organisation (like Sole Proprietorship, Partnership, private limited company, Public limited company, co-operative society etc.)	
4	Name of the Proprietor/Partners/Directors in the organisation	1. 2. 3.
5	Details of Registration a) Whether registered as partnership firm or company etc. b) Name of Registering Authority c) Registration No. d) Date of Registration	a) b) c) d)
6	Whether registered/ empaneled for similar works with a) Government / Semi-Government / Municipal Authority / Public Organisation /reputed Private corporate company / Bank/ Autonomous bodies of Govt. (Yes/No) b) If Yes, name of authority; and c) Since When	a) b) c)

Signature and Seal of Tenderer

7	Details of experience in the field of running canteens/guest houses, lounge work as on 01/07/2025	- Years
8	a) Areas of business activities, other than catering/canteen, if any, and b) Place and address of such business	a) b)
9	a)Address of the existing office through which the proposed work of the bank will be handled; and b)Name and Designation of Officer-in-charge alongwith phone number	a) b)
10	Adequate and satisfactory evidence to indicate financial capacity of the person/organisation to undertake the said work like Certificates from Clients on timely completion of high value work, copy of few yearly bills raised of value more than 14.31 lakhs during last FY i.e 2024-25 etc.	
11	Name and Full address of the Bank/Bankers, Bank Code, IFSC code, Type of Account & Account no.	
12	Yearly turnover of the organization for the last 3years ending 31 st March 2025 (Please enclose copy of Audited Final Accounts in support.)	
	2024-25	
	2022-24	
	2022-23	
13	Whether working with any of the Govt./Semi Govt. Undertaking/se t c . As approved contractors and if so, furnish details in Part II as per PQ criteria	

Signature and Seal of Tenderer

14	Details of staff employed in the organization and if so, give details of their experience, qualification etc. PartIII	
15	<p>a) Indicate if involved in any litigation, arbitration or any civil suits pending in any of the works executed during last 05 years/being executed.</p> <p>b) If yes, please furnish the name of the project, employer, nature of work, work order and date, contract value, present stage of work and brief details of litigation. Attach a separate sheet if required.</p>	
16	Kindly mention if your firm/agency/company is blacklisted/ debarred by NABARD mention the relevant details. Also, the details of re-empanelment by NABARD of the previously debarred/blacklisted firm, if any	

Note- Please attach self-certified copies of the following documents :

- a) **Latest Income Tax Clearance Certificate**
- b) **Audited Balance Sheets and Profit & Loss Account for the past three years**

Signature of the applicant

(with seal) Address :

Signature and Seal of Tenderer

PART-II**COMPETENCE, CAPABILITY AND PREVIOUS EXPERIENCE**

**(a) LIST OF SIMILAR WORKS OF HIGHER VALUES EXECUTED BY THE
FIRM DURING THE LAST 3 YEARS UPTO 01/07/2025**

(Costing more than Rs. 19.08 lakhs as mentioned in the eligibility criteria)

***The Details of previous experience and work for NABARD in any of the centers may be
separately provided.(in tabular form).**

Sl. No	Name of the work & location	Nature of work Involved in the contract eg. Residential etc.	Name & address of the owner & Manager	The name & full address of the officer under whom the work was carried out.	Contract / Work order Amount	Contract period stipulated	Contract period actual	Whether the work was left incomplete or contract was terminated from either side. Give full details.	Any other relevant information including reason, if any, for delay in completion of work.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

SIGNATURE OF THE APPLICANT

(WITH SEAL)

***Attach a separate sheet, if required.**

Signature and Seal of Tenderer

(b) LIST OF IMPORTANT WORKS IN HAND/EXISTING/ON-GOING
(Costing more than Rs. 19.08 lakhs as mentioned in the eligibility criteria)

Sl. No.	Name of the work & Location	Nature of work Involved in the contract (e.g. residential, offices, industrial etc.)	Name & address of the owner & Manager	The name & full address of the officer Under whom the work was carried out.	Contract Amount	Contract period as per agreement	Actual Contract period	Whether the work Was left incomplete or contract was terminated from either side. Give full details.	Any other relevant information including reason, if any, for delay in completion of work.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

SIGNATURE OF THE APPLICANT
(WITH SEAL)

***Attach a separate sheet, if required**

Signature and Seal of Tenderer

PART-III**1. Details of key Administrative Personnel:**

S. No.	Name	Designation	Qualification	Professional Experience	No. of years associated with the firm

Please give reference with full postal address of two persons (Manager/Owner or top officials of an organisation for whom the applicant has been associated for running canteen/guest house/loungework), who may be directly contacted by the Bank or by the Bank's Official about the ability, competence or capability of the applicant's organization.

2.a Copies of client certificate for the executed and completed work as mentioned in Part II (a)

2.b. Self-certified copies of work order/ agreements , client certificates etc. for the executed and completed work as mentioned in Part II (a)

Number of sheets attached in this regard :

Signature of the applicant

Seal

***Attach a separate sheet, if required**

Section 08

Submission of the Bid

7.1 Who can submit the Bid?

The bid shall be submitted only by those agencies which should meet the Pre-Qualification Criteria of the tender indicated in section 06 and needs to be registered on C1 India Portal.

7.2 Technical & Financial Bids

The bids (Technical & Financial) must be submitted in form of E- bid in prescribed format by visiting the GeM- portal only.

7.3 Submission of the Bids

The Technical and Financial Bids shall be submitted as per the details given below:

7.3.1 The Technical Bid The interested bidders may submit the Technical Bid as per Annexure I of the tender Document on the portal. The following documents shall be uploaded with the Technical Bid:

- Part-I, II & III as per Section-7
- Details of EMD deposited – Annexure I. II
- Letter of Undertaking from the Contractor – Annexure I.V
- Pre-Contract Integrity Pact – Annexure I. IV (To be submitted along with Technical bid on the requisite stamp paper. No hard copy of contract is required). Bids without pre integrity pact in original at GEM will be rejected.
- Non-Disclosure Agreement – Annexure I.VI

7.3.2 The Financial Bid

The Financial Bid shall indicate the Financial quotes for the Services as per the terms and condition and format prescribed in Part II of E-Tender. Features of the Financial Bid are indicated below:

- i. The financial quote should be in Indian rupees and it should include all expenses proposed and applicable.
- ii. Rates must be quoted for all the items of BOQ. Incomplete BOQ will not be considered.
- iii. Bids quoted with administrative/service charges less than or equal to the applicable TDS (IT-TDS and/or GST-TDS) would be treated as unresponsive and invalid, which are liable for rejection.

- iv. Analysis for the scrutiny of rates will done 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.
- v. Rates should be quoted for a month.
- vi. 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,(on documentary evidence on the basis of manpower deployed.
- vii. In case of payment for supply of skilled/ semi-skilled/ unskilled labour, the rates will be revised proportionately as per the revision in the minimum wages as announced by Himachal Pradesh Govt., whose rates are adopted.
- viii. The rates have to be quoted by including GST even if the contractor is not registered with GSTN. The rates will be compared only after comparing rates with taxes while evaluation of the price bids.
- ix. Before deployment of staff, their bio-data / competence shall be verified by the Bank's / designated official in the beginning of AMC as well as changing the staff/labour.
- x. The contractor has to give satisfactory services for said AMC and Bank reserves the right to remove/ delete any particular service from the awarded AMC.
- xi. Deductions will be done in the bill payments as per the applicable penalty clauses in the tender document.
- xii. The contractor will comply Labour Law requirements and maintain the muster 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.
- xiii. 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.
- xiv. Validity of offer will be for 180 days from the date of opening of Price- Bid.

Section 09

Evaluation and Selection of the Bids

8.1 Opening of the Bids

Bids will be opened through E-Tendering Process (E-MODE). No separate intimation will be given in this regard to the bidders for deputing their representatives except electronic message.

8.2 Criteria for Evaluation of Bids

- i. The Bank will evaluate the bids as per the specified criteria for scrutiny to decide successful bidder. The decision of the Bank shall be final and the bidder shall have no right to challenge the decision of the Bank.
- ii. The Technical Bids shall be evaluated on the basis of their response and by applying evaluation criteria specified in this Section. If any requisite document is required, the same should be given to NABARD on short notice.
- iii. In the first stage of Technical Evaluation, a proposal would be rejected, if it is found deficient as per the requirements indicated in **Section 07** of this document.
- iv. The Technical Bids shall be evaluated first and the Financial Bids of qualified agencies will be opened later on. The overall process will be evaluated based on LCS method. The Evaluation Criteria for Technical Bids is as defined in para 8.3. On completion of Technical Evaluation of all proposals, the Financial Bids of the technically qualified bidders will be opened and tender will be awarded to the eligible bidder.

8.3 Evaluation criteria for Technical Bid

- i. The evaluation of Technical Bid will be completed on a maximum of 100 marks as indicated below:

Sr.No.	Criteria	Max. Marks
I	Past Work Experience of the Agency	15
A	≥ 5 < 7 years	5
B	≥ 7 < 10 years	10
C	≥ 10	15

II	Turnover (Rs lakh)	15
A	$\geq 10 < 20$	5
B	$\geq 20 < 30$	10
C	≥ 30	15
III	Work executed/ongoing in Government Departments / Organisations / PSUs /Banks/Insurance companies	15
A	$\geq 1 < 3$	5
B	$\geq 3 < 6$	10
C	≥ 6	15
IV	No of employee on role of company	15
A	$\geq 10 < 20$	5
B	$\geq 20 < 30$	10
C	≥ 30	15
V	Type of Legal Structure of firm	15
A	Proprietorship	5
B	Partnership	10
C	Private Limited/Public Limited	15
VI	Interview	25

- ii. The Bank may add any other relevant criteria for evaluating the proposals received in response to this Tender at its sole discretion, to seek more information from the Respondents in order to normalize the Bids.
- iii. All those Bidders who attain a minimum of 50 marks on Technical Evaluation score will be eligible for Financial Bid Evaluation. The Bids meeting the

minimum qualifying marks shall be called 'Qualified Bids' and shall be eligible for financial evaluation of the bid.

- iv. Please note that in case sufficient bids (at least 3) meeting 50% qualifying marks are not received, NABARD reserves its right for providing additional relaxation for minimum marks by maximum 10 (new norm at 40%). Even after such relaxation, atleast 03 Bids does not meet the minimum qualifying marks, NABARD will go ahead with actual number of bids with atleast 40% marks i.e. even with bids less than 3.
- v. 'Qualified Bids' (meeting the minimum Qualifying Marks) and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered based on LCS method.

7.4 Evaluation of the Financial Bid

- i. The proposal (as per prevailing minimum wages act) of the successful bidder/s of the Technical Bid with the lowest Financial Bid will qualify as the L1 Bidder which will be evaluated on LCS method.
- ii. In the case of a tie between two or more Bidders on the basis of above methodology, contract will be awarded as per the GeM algorithm.

7.5 Execution of Agreement

The selected Bidder will be required to execute (a) Agreement (PA), which must include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank. The selected Bidder will be required to execute the agreement within 15 days from the date of issues of work order. A specimen of contract proposed to be executed with the successful bidder is given in Section 09.

7.6 Professionalism

The selected Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

7.7 Adherence to Standards

The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the selected Bidder. The Bank reserves the right to ascertain information from the other banks and institutions to which the Bidders have rendered their services for execution of similar projects.

Section 10

Draft of Article of Agreement

(On Non- Judicial stamp paper of Rs 200/-)

AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

THIS AGREEMENT is made at Shimla on this _____ day of 2025

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 Act, 1981 having its Head office at C-24, 'G' Block, Bandra Kurla Complex, Bandra (East) Mumbai-400051, hereinafter referred to as **NABARD** (which expression shall, unless repugnant to the context of 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 having its registered office at _____

_____ hereinafter referred to as the 'Contractor' (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the **OTHER PART**.

(NABARD and the Contractor are collectively hereinafter referred to as "**the Parties**")

WHEREAS

- (1) NABARD Himachal Pradesh Regional Office at Shimla, being desirous of outsourcing the works relating to Annual Maintenance Contract for Operation and Maintenance of Lounge and Canteen at Block 32, SDA Complex, Kasumpti, Shimla, Visiting Officers Flat (VOF) and Visiting Employee Flat (VEF) at Block 42, Sector-3, New Shimla, Shimla (hereinafter referred to as "**the said works**") of its premises at office building and residential colonies (hereinafter collectively referred to as "**the said premises**") for the period of 01.08.2025 to 31.07.2027 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 given as Section 1 of this Tender and to be read as part and parcel of this Agreement. The whole tender document is a part of this agreement.

- (2) The Contractor had online _____ submitted its Tender for undertaking the said works at the said Premises.
- (3) NABARD, vide this letter of Intent No _____ Dated _____ 2025, had selected the Contractor for carrying out the said works at the said Premises.
- (4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The Contract shall commence from 01.08.2025 and shall continue until 31.07.2027 unless it is curtailed or terminated by NABARD owing 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 _____ for a period of two years** to the contractor for carrying out the said works in the said Premises as per the details given in the Tender. The rate will remain fixed throughout the entire period of contract i.e. till 31.07.2027 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 / Semi-Skilled labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/ Central Govt. whose rates are adopted on monthly/ quarterly basis as indicated in the tender document.
2. The contract may be extended for further periods after the expiry of the initial period i.e. after 31.07.2027 as indicated in the tender document. NABARD shall, in that event, make a request 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 further specific period. Mutually agreed upon by the parties.
3. The Contractor should make discreet inquiries 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.
4. 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 or antecedents of persons by local police authority.
 - iv) Identity Cards bearing Photograph.
5. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in Scope of Work 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 uniform and Identity Cards provided by the office every day during working hours.
 6. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.
 7. 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.
 8. 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 provisions of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
 9. 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.

10. All persons deployed by the Contractor in NABARD will be subjected to security check by the NABARD while entering and leaving the premises. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.
11. The Contractor shall attend to complaints relating to the said work received from the employees of the NABARD and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.
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 will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by 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.
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. It will be the responsibility of the Contractor for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.
16. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, and Sweater 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.

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 office 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 suitable substitute in the event of any person leaving the job duty 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 thereof 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 are 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 Himachal Pradesh 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 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 services etc.
28. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are released before the 7th day of the following month in the presence of NABARD's representative, irrespective of receipt of payment from NABARD.
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 be 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 Contractor will have to deposit a security amount of Rs. _____ (Rupees _____) covering the period of this Agreement. In case the Agreement is further extended beyond the initial period, the security deposit would be retained.

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 monetary 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, assigns, 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 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 fails to 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 date of termination 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 representatives.
- 41.3 In case of failure to resolve the dispute 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 Shimla.
- 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.
- 41.7 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.
- 41.8 This Agreement, its Annexures, the NIT and entire tender document 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.

41.9 This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.

41.10 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 _____

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 I.I

Format for Technical Bid- Kindly upload Part-1 , Part-2 & Part- III of Section-7 alongwith the following information.

1. Name of the firm and Composition of the firm (Full particulars (whether the Tenderer is an individual/ partnership firm/ company etc.) of the composition of the firm Tenderers in detail should be submitted along with the name(s) and address (es) of the partners, copy of the Articles of Association/ power of Attorney/ any other relevant document.)

(a.1) Registered Head Office.

(a.2) Local Office Address.

(a.3) Year of Establishment.

2. Details of work experience as per the requirements in the pre-qualification criteria supported by work orders indicating the value & general specification of work, No. of persons to be engaged as per agreement, other document and certificates. The details along with documentary evidence of previous experience, if any, carrying out works for NABARD/RBI/Public Sector Banks/ Government Department/ Semi Government Department\ other public sector undertakings/ private banks/ Private Sector/ housing societies at any other centre should also be given.

3. Credit worthiness of the Tenderer & Turn Over during the specified period

(copies of IT deposit certificates (Such as copy of deposited form 16 or any such other certificates) along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed as proof of their credit worthiness and Turn Over for the last three financial years ending 31.03.2025)

4. Name(s) and address(es) of the Bankers and their present contact executives

(Written information about the names and address of their bankers along with full details like names, postal address, e-mail IDs, telephone (landline & mobile No.s), Fax No. etc of the contact executive (i.e. The persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.)

5.Details of Bank accounts

(Full particulars of their bank accounts, account No., type of account, account opening date etc. should be furnished.)

6.Details of the completed works

(The client wise names of work(s), year(s) of execution of work(s) awarded and actual costs of executed works, names and full contact details of the officers / authorities / departments under whom the works(s) was / were executed should be furnished.)

7.Details of persons engaged

(The Tenderer should furnish the no. of persons engaged by him for each of his clients with details of qualification of each person and details of job assigned to him / job handled by him.

8.Litigation & civil suits

(The Tenderer should furnish details of his involvement in any type of litigation with any of his present or past clients. He should also furnish the details of any civil suits pending against him or his workmen in any court of law.)

9.Whether registered with the Registrar of companies/ Registrar of firms. If so, mention number and date and attach a copy of registration.

10.Details of Registration with Provident Fund and ESIC.

Whether registered for GSTN/ service tax purposes. If so, also furnish relevant copies.

11.Whether registered in the panel of other banks and other financial institutions and if yes, furnish the details of registration viz. names, category and date of registration, etc.

12.Signature of the Tenderer / Authorized person on behalf of the Firm / Organization (Authorisation letter/power of attorney to be enclosed)

Annexure I.II
Details of EMD Deposited

Name of the Firm / Agency	
Name of the Bank	
Amount (Rs)	
UTR No	
Date	

MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations are exempted from clause of EMD subject to the providing of copy of such Registration Certificate.

Annexure I.III
Letter of Authorization to Bid

(LETTER TO THE BANK ON THE COMPANY'S / FIRM'S LETTER HEAD)

Ref No:

Date: ___ / 07 / 2025

To

The Chief General Manager
NABARD Himachal Pradesh Regional office
Shimla-171009.

Dear Sir,

Subject: Authorization Letter for attending opening of bid documents

Ref: Tender no/name.....

This has reference to your above Tender document for Providing the Operation and Maintenance Services for Lounge and Canteen at Block 32, SDA Complex, Kasumpti, Shimla, Visiting Officers Flat and Visiting Employees Flat at Block 42, Sector 3, New Shimla, Shimla Ref. No. **NB. / HPRO/ /2025-26**. Mr./Mrs./Miss----- is hereby authorized to participate in tender opening (Technical and financial bids) and to sign the contract on behalf of our organization required by the bank as called for vide the bank's request for proposal vide tender no **dated 2025**.

We confirm that all the prices quoted in tender by him/her shall be binding on us. He/ She is also authorized to take decisions on behalf of the company until Tender document process is completed. Certified Xerox copy of Power of Attorney (P/A) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered against this tender document.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority

(Certified Xerox copy of P/A of authorized Signatory/authority is to be submitted)

Note:

This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.

Annexure I.IV

Pre-Contract Integrity Pact (in Rs.200/- stamp paper)

Between

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

And

..... hereinafter referred to as

“The Bidder/Contractor”

Preamble

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

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

Section 1 – Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in

this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution :
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 1, 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 1, or if the Principal is entitled to terminate the contract according to Section 1, 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:

Dr. Rabindra Kumar, IFoS (Retd)
37, Bhagirathipuram, GMS Road,
Dehradun 248001, Uttarakhand

- (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 interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

 (For & On behalf of the Principal)
 (Office Seal)

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

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure I.V
Letter of Undertaking from the Contractor

The General Manager,
National Bank of Agriculture and Rural Development
Block 32, SDA Complex, Kasumpti, Shimla

Dear Sir,

Annual Maintenance and Operation Contract for Lounge and canteen, Visiting Officers Flat and Visiting Employees Flat of NABARD HP RO Shimla premises **for the period 01.08.25 to 31.07.2027.**

1. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the Tender invited by you.
2. I / We have visited the site, examined the scope of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
3. I / We have offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me /us in the attached Financial Bid / Bill of Quantities in all respects as per the specifications and scope of works described in the Tender Document and the Annexures containing Terms and Conditions.
4. I / We agree to deposit interest-free EMD along with tender's technical bid by NEFT in favour of NABARD subject to Clause 2.8.
5. I / We agree to deposit all taxes, levies, Cases etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. I / We agree to pay all Government (Central and State) Taxes such as Income Tax, Surcharge, Cess, GST, etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same. Rates are inclusive of all taxes and valid for the currency of the contract. Even if the contracts are extended, the rates will not be charged by us.

6. I / We further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted.
7. The rates quoted by me /us, excepting for the items where payment is for supply of skilled/ semi-skilled /unskilled labour, are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever for the captioned period. The payment of items In respect of skilled/ semi- skilled/ unskilled labour will be revised as per the periodical revision in minimum wages published by State/ Central Govt. from time to time.
8. I / We hereby certify that all the statements made and information supplied in the tender document and accompanying statements are true and correct.
9. Should this tender be accepted, I / we hereby agree to abide by and fulfil all the
10. The details in the personnel of the Agency are also enclosed.

Name of the person authorized to sign and submit the tender:

(I) _____
(II) _____

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

Yours Faithfully.

Signature:
Name & Seal:
Place:
Date:

Annexure I.VI

Non-Disclosure Agreement Form

This Non-Disclosure Agreement made and entered into at this.....day of 2025.

BY AND BETWEEN

..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (hereinafter referred to as the Agency, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

National Bank for Agriculture and Rural Development, a body corporate established under an act of Parliament, viz., National Bank for Agriculture and Rural Development Act, 1981 having its registered office at NABARD Head Office, C-24, “G” Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051 (hereinafter referred to as “NABARD” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

1. The Agency and NABARD are hereinafter collectively referred to as “the Parties” and individually as “the Party”
2. Receiving Party means who receives the confidential information.
3. Disclosing Party means who discloses the confidential information.

WHEREAS:

1. NABARD is engaged in banking business and floated a tender to appoint Agency for providing Maintenance and Operation contract for Lounge and Canteen, Visiting Officers Flat(VOF) and Visiting Employees(VEF) the scope of which is specified in Tender document Ref No. **NB/HPRO/** /**25-26** dated _____ and _____ whereas _____ (Name of Agency) has through tender process, bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Implementation partner some Confidential Information (as hereinafter defined), to enable the

Implementation partner to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").

2. The Agency is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this tender or otherwise shall remain confidential.
3. The Implementation partner is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.
4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the above premises and NABARD granting the Implementation Partner and or his agents, representatives to have specific access to NABARD property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

- i. "Confidential Information" means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the agency during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the agency to carry out the assignment and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential".
- ii. "Confidential Information" also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.
- iii. Information such as (i) intellectual property information (ii) technical or business information or material not covered in (i) (iii) proprietary or internal information

relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc. and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

- iv. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- v. The Agency may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the purpose stated above.
- vi. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.
- vii. Confidential Information does not include information which:
 - a) is or subsequently becomes legally and publicly available without breach of this Agreement
 - b) was rightfully in the possession of the agency without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient
 - c) was rightfully obtained by the agency from a source other than NABARD without any obligation of confidentiality
 - d) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality
 - e) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential information shall be

returned to NABARD or destroyed at its directions. The destruction of information if any shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.

In the event agency is legally compelled to disclose any Confidential Information, agency shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. The agency shall not disclose to third party any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the agency will apply to its own similar confidential information but in no event less than reasonable care. Notwithstanding anything to the contrary contained herein, the Agreement shall be valid for a period of 01.07.2025 to 30.06.2027 and the obligations of this clause shall survive the expiration, cancellation or termination of this Agreement for the contract period.

2. Non-disclosure:

The Agency shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Agency who have a need to have access to and knowledge of the Confidential Information solely for the purpose authorized above. The Agency shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Agency agrees to notify NABARD immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding 'NABARD' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity, or

- b) any aspect of NABARD's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right, or
- c) Business processes and procedures, or
- d) Current and future business plans, or
- e) Personnel information, or
- f) Financial information
- g) Capital adequacy computation workings.

3. Publications:

The Agency shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of NABARD.

4. Term:

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The Agency hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed by NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Agency further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable for a period of three years from expiry. The Implementation partner agrees and undertake to treat Confidential Information as confidential for a period of three years from the expiry, cancellation or termination of the date of the Contract/Agreement.

5. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by NABARD to the Agency, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABARD.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies:

7.1. The Agency acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Agency will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, NABARD shall be entitled, in addition to other remedies for damages & relief (as listed below but not exhaustive) as may be available to it, to an injunction or equitable or similar relief prohibiting the Agency, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees):

- a) Suspension of access privileges
- b) Change of personnel assigned to the job
- c) Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.
- d) Termination of contract

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

7.4. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

9.4. For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the Agency to Bank shall be the property of the Bank and shall not be considered as confidential information to the Bank. However, such service / solutions or other deliverables shall be considered as confidential information by the Agency and shall disclose such details to any third parties without having the express written permission of the Bank.

9.5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.6. In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at Shimla and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

9.7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.9 All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

10. Suggestions and Feedback

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

11. Governing Law:

The provisions of this Agreement shall be governed by the laws of India and the competent court at Mumbai shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

12. General:

NABARD discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of National Bank for Agriculture & Rural Development (NABARD)

Name :
Designation :
Place :
Signature

For and on behalf of _____ Ltd.

Name :
Designation:
Place:
Signature

IN THE PRESENCE OF

Signature Name: Date:	Signature Name: Date:
-----------------------------	-----------------------------

Annexure I.VII
Form of Self-Affidavit / Declaration

[TO BE SUBMITTED IN FIRM'S / COMPANY'S LETTER HEAD ONLY]

We, M/s_____, are one of the BIDDERS for providing Maintenance and Operations for Lounge and Canteen at Block 32, SDA Complex, Kasumpti, Shimla, Visiting Officers Flat and Visiting Employees Flat at Block 42, Sector 3, New Shimla, Shimla.

We, hereby declare that our Firm/Company does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the consultancy services.

We further declare that in case the Bank finds our averments are not true and incorrect, the Bank can initiate necessary action against us, as deemed fit.

AUTHORISED SIGNATORY
(Name, Designation and Seal)

PART II**FINANCIAL BID****Section 11****Financial Bid/ Bill of Quantities**

Tender for providing Maintenance and Operation of Lounge and Canteen, Visiting officers Flat and Visiting Employees Flat for the period of 01 August 2025 to 30 July 2027

The price bid has been given as an excel file on GEM portal. The agency must fill all rows and calculate total amount by summing up Part-A,B, C & D in the end. The amount shall be rounded off to next higher rupee and the bidder has to take printout of excel

file and the same has to uploaded on GeM portal in Price bid section with stamp and signature.