



निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

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Dated : 08 February 2022

राष्ट्रीय बैंक स्टाफ महाविद्यालय -लखनऊ में सामान्य रखरखाव एवं हाउसकीपिंग सेवाएँ प्रदान करने के लिए निविदा आमंत्रण सूचना

Notice Inviting Tender For Providing General Maintenance and Housekeeping Services at National Bank Staff College-Lucknow

1. नेशनल बैंक फॉर एग्रीकल्चर एंड रूरल डेवलपमेंट (NABARD), नेशनल बैंक फॉर एग्रीकल्चर एंड रूरल डेवलपमेंट एक्ट, 1981 के तहत स्थापित एक निकाय कॉर्पोरेट है, जिसका प्रधान कार्यालय प्लॉट नंबर C-24, ब्लॉक 'G', बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400051 में है और देश भर के विभिन्न शहरों में क्षेत्रीय कार्यालय (आरओ) / प्रशिक्षण प्रतिष्ठान (टीई) है

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

2. नाबार्ड अपने सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ स्थित प्रशिक्षण प्रतिष्ठान नामतः राष्ट्रीय बैंक स्टाफ महाविद्यालय (बाद में "एनबीएससी" के रूप में संदर्भित) के लिए दो-बोली प्रणाली के तहत सामान्य रखरखाव एवं हाउसकीपिंग सेवाएँ प्रदान करने हेतु मुहरबंद निविदाएं आमंत्रित करता है।

NABARD invites sealed tenders for one of its Training Establishments namely National Bank Staff College (hereinafter referred to as "NBSC") situated at Sector- H, LDA Colony, Kanpur Road, Lucknow under Two-Bid system for Providing General Maintenance and Housekeeping Services at National Bank Staff College (NBSC), Lucknow.

3. हम आपको उपरोक्त कार्य के लिए निविदा जमा करने के लिए आमंत्रित करते हैं। आपको अनुसूचित वाणिज्यिक बैंक द्वारा जारी **Rs.4,40,000/-** की बैंक गारंटी जमा करनी होगी। बैंक गारंटी बोली की वैधता से 60 दिनों तक वैध होनी चाहिए। अन्यथा आप नाबार्ड द्वारा बनाए गए चालू खाते में इलेक्ट्रॉनिक मोड (एनईएफटी / आरटीजीएस) के माध्यम से **Rs.4,40,000/-** की ईएमडी राशि भेज सकते हैं, जिसका विवरण निविदा में संलग्न किया गया है।

We invite you to submit the tender for the captioned work. You will be required to submit a Bank Guarantee of **Rs.4,40,000/-** issued by Scheduled Commercial Bank. Bank Guarantee should be valid up to 60 days beyond the validity of the Bid or you may remit EMD amount of Rs.4,40,000/- through electronic mode (NEFT/RTGS) to the current account maintained by NABARD, details of which have been enclosed in tender.

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National Bank Staff College



4. तकनीकी बोली, वित्तीय बोली, बोली प्रस्तुत करने और कार्यों का विवरण और आवश्यक सेवाओं के संबंध में निर्देश निविदा के नियम और शर्तों में विस्तृत किए गए हैं।

Instructions regarding Technical Bid, Financial Bid, Bid Submission and Description of Works and the services required has been elaborated in the Terms and Conditions of the tender.

5. निविदा प्रारंभ होने की तिथि **08 फरवरी 2022** है।

Date of commencement of the tender is **08 February 2022**.

6. **21 फरवरी 2022 को अपराह्न 3:30** बजे समिति कक्ष, भूतल, एनबीएससी, लखनऊ - 226012 में बोली-पूर्व बैठक आयोजित की गई है। आप आवश्यक स्पष्टीकरण, यदि कोई हो, के लिए नियम और शर्तों को समझने के बाद बैठक में भाग ले सकते हैं।

A pre-bid meeting has been arranged on **21 February 2022 at 3:30 PM** at Committee Room, Ground Floor, NBSC, Lucknow – 226012. You may attend the meeting after understanding the terms and conditions to seek required clarification, if any.

7. निविदा जमा करने की अंतिम तिथि **28 फरवरी 2022** शाम 5:30 बजे तक है। तकनीकी बोलियां **02 मार्च 2022 को अपराह्न 03:30 बजे** समिति कक्ष, भूतल, एनबीएससी, लखनऊ - 226012 में इच्छुक बोलीदाताओं की उपस्थिति में खोली जाएंगी। सभी बोलीदाताओं को उनके अपने हित में निर्दिष्ट तिथि पर उपस्थित होने की सलाह दी जाती है। इस संबंध में अलग से कोई सूचना नहीं दी जाएगी। प्रत्येक बोलीदाता के मात्र दो ही प्रतिनिधि उपस्थित रह सकते हैं। तकनीकी बोली खोलने में भाग लेने के लिए प्रतिनिधि को बोलीदाता से अपने लेटरहेड पर एक प्राधिकरण पत्र प्रस्तुत करना होगा।

Last date for submission of bids is **28 February 2022 till 5:30 PM**. The Technical Bids will be opened **on 02 March 2022 at 03:30 PM** at Committee Room, Ground Floor, NBSC, Lucknow – 226012 in presence of the bidders interested to be present. All the bidders are advised in their own interest to be present at the specified date. No separate intimation will be given in this regard. Not more than two representatives from each bidder shall be entertained. The representative has to furnish an authorisation letter from the bidder on their letterhead for participating in the technical bid opening.

8. वित्तीय बोली तकनीकी बोली के विस्तृत मूल्यांकन के बाद बाद की तारीख में खोली जाएगी। वित्तीय बोली खोलने की तिथि केवल तकनीकी रूप से योग्य बोलीदाताओं को ही सूचित की जाएगी।

The financial bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of financial bid shall be intimated to the technically qualified bidders only.

9. यदि दो या दो से अधिक निविदाकार समान राशि का उद्धरण करते हैं, तो उन निविदाओं को दरों में संशोधन करने का एक और अवसर दिया जाएगा।

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National Bank Staff College



In case two or more tenderers quote identical amount, one more opportunity will be given to those tenders to revise the rates.

10. नाबार्ड न्यूनतम बोली स्वीकार करने के लिए बाध्य नहीं है

NABARD does not bind itself to accept the lowest bid.

11. तकनीकी और वित्तीय बोलियों और निविदा प्रक्रिया के संबंध में बैंक का निर्णय अंतिम होगा। यदि कोई बोलीदाता निर्धारित आवश्यकता से कोई विचलन प्रस्तावित करता है तो निविदा को अस्वीकार कर दिया जाएगा। नाबार्ड के पास ऐसा करने का कोई कारण बताए बिना किसी भी निविदा को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित है। इस संबंध में बैंक का निर्णय अंतिम होगा। इच्छुक निविदाकर्ता बैंक को संतुष्ट करने में विफल होने की स्थिति में, बैंक को निविदा को अस्वीकार करने का अधिकार सुरक्षित है।

The decision of the bank shall be final with regard to technical and financial bids and the tendering process. The tender will be rejected, if any bidder proposes any deviation from the prescribed requirement. NABARD reserves its right to accept or reject any tender, without assigning any reasons for doing so. The decision of the bank in this regard shall be final. In the event of intending tenderers failure to satisfy the bank, the bank reserves the right to reject the tender.

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(प्रधानाचार्य)

राष्ट्रीय बैंक स्टाफ महाविद्यालय

लखनऊ

राष्ट्रीय बैंक स्टाफ महाविद्यालय
National Bank Staff College

Tender
For
Providing General Maintenance and Housekeeping
Services
at

National Bank Staff College, Lucknow



Department of Premises, Security and Procurement,
National Bank Staff College, Lucknow
Sector-H, LDA Colony, Kanpur Road, Lucknow-226012
(email: *nbsc@nabard.org*)

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SECTION 1: TENDER SUMMARY

NATIONAL BANK STAFF COLLEGE, LUCKNOW TENDER FOR PROVIDING GENERAL MAINTENANCE AND HOUSEKEEPING SERVICES

National Bank for Agriculture and Rural Development (NABARD), is a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country. NABARD invites sealed tenders for one of its Training Establishments namely National Bank Staff College (hereinafter referred to as “NBSC”) situated at Sector- H, LDA Colony, Kanpur Road, Lucknow under Two-Bid system for **Providing General Maintenance and Housekeeping Services at National Bank Staff College (NBSC), Lucknow.**

NABARD invites e-bids for **“Providing General Maintenance and Housekeeping Services at National Bank Staff College (NBSC), Lucknow”** from reputed agencies, either by themselves or as a partnership having capacity to provide the required number of trained manpower for providing General Maintenance and Housekeeping services to its campus situated at the above address which also houses **Bankers Institute of Rural Development (BIRD).**

For the activities to be rendered by agency as mentioned above, the agency will be paid service charges which the bidder is required to quote in financial bid in response to this TENDER. The agency will be paid the service charges as percentage of total wages.

The bidder shall submit **two separate E-bids** for the work - **Technical Bid and Financial Bid.** The same can also be downloaded from the website of <https://nabard.eproc.in/>.

Tenders may be submitted online not later than **5:30 PM on 28 FEBRUARY 2022.** Tenders received after stipulated date/ time shall not be entertained.

Technical Bids shall be opened online on **02 MARCH 2022 at 3.30 PM** at the **Committee Room, Ground Floor,** National Bank Staff College-Lucknow in the presence of the Bidders and/ or their representatives who choose to be present.

The Financial Bid of only those bidders, who fulfill the technical bid requirements, will be opened. The Financial Bid shall be opened at a later date after the detailed

evaluation of Technical Bid. The date of opening of Financial Bid shall be intimated to the technically qualified bidders only.

This tender is to identify the bidder for the work on the basis of service charges quoted by the bidder as a percentage of total wages/esi/epf/bonus etc. The shortlisted bidder will not automatically get award of final work and assigned work will be awarded to the bidder complying with all the specifications and Terms and Conditions stipulated to the satisfaction of NABARD. NABARD reserves its right in this regard. Selected Bidder shall have to execute an Agreement with NABARD as per the Terms and Conditions of NABARD. Draft Agreement Enclosed.

PRINCIPAL
NATIONAL BANK STAFF
COLLEGE LUCKNOW

Contact details for online e-tendering support		
Sr.No.	Name of the person	Contact No.
1	FairlinJivin	0124-4302000 (Extension-112)
2	UjwalaShimpi	0124-4302000 (Extension-114)
3	SachinToraskar	0124-4302000 (Extension-200)
4	Email support	nabardsupport@c1india.com

SECTION 2: BIDDING PROCESS DETAILS

1. The following table provides information regarding the important dates of the bid process:-

1.	Tender Inviting Authority	Principal, National Bank Staff College, Lucknow
2.	Job Requirement	Providing General Maintenance and Housekeeping Services at National Bank Staff College, Lucknow
3.	Publication of the Notice inviting bids in newspaper and Publication of e-tender for invitation of bids.	08 February 2022
4.	Last date for receiving queries/ clarifications	28 February 2022 (1730 hrs)
5.	Date, Time & Venue of Pre-Bid Meeting	21 February 2022, National Bank Staff College, Lucknow
6.	Bid Security /Earnest Money Deposit Amount Payable	Rs.4,40,000/-
7.	Date, Time & Venue of Opening of Technical bids	02 March 2022 (1530 hrs), National Bank Staff College, Lucknow
8.	Date for the opening of Financial Bid for technically qualified bidders	Shall be intimated to bidders qualified in Technical Bid separately.
The TENDER documents can be downloaded online from the website of www.nabard.eproc.in , www.nabard.org , www.nbsc.in		

2. ELIGIBILITY CRITERIA

i) Bidder should have been in the business of General Maintenance and Housekeeping Services (Manpower Supply) to Institutions of Central Government/State Governments/Public Sector Undertakings which may include training establishments of Banks, Central Govt / State Government Institutions or Educational Institutes of National importance for a minimum period of 7 years as on 31 December 2021.

ii) It should have satisfactorily completed at least one single contract of value not less than Rs.220 Lakh during last three years ending 31 December 2021.
(For this purpose cost of work shall mean gross value of the completed contract including taxes)

iii) The annual turnover (from similar work) of the Bidder for each of the last three financial years ending on 31st March 2021 must be at least Rs.75 Lakh. The organization should be a profit making entity since last three financial years. A certificate from statutory auditor shall be submitted with the technical bid.

iv) To ensure proven track record of the Bidder the following details to be furnished.

a. List of similar type of contracts completed in last 3 years supported by documentary evidence.

- b. The Bidder should not have ever failed to perform on any agreement nor been expelled from any contract or agreement nor any agreement terminated for breach by the applicant.
- c. The Bidder should have capacity to deploy dedicated managerial team at Lucknow.

v) Bidders who are debarred or blacklisted by any Govt. Departments are not eligible to participate in the e-tendering process. A certificate is to be submitted along with the bid by bidder to the effect that they are not debarred or blacklisted by any Govt. Department. In case if it is found at later stage that the bidder is a blacklisted company declared by any Govt. Department than the works may be withdrawn and EMD/ BID security shall be forfeited.

vi) The bidder shall be based at Lucknow or have a representative establishment at Lucknow (Within Municipal Limits of Lucknow). Bidder must furnish documentary proof for the same.

vii) Track record of the bidder shall be clean without any involvement in illegal activities or financial frauds. There shall not be any case with the Police/Court/Regulatory authorities against the bidder. The bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority. An undertaking in this regard has to be submitted by the vendor as per format mentioned in Annexure-D.

viii) If the performance of the bidder is/has been found to be unsatisfactory for any reasons, whatsoever, in any organization, then NABARD reserves the right to reject the bids submitted by such bidder.

ix) The bidder shall have applicable and valid registrations with statutory authorities constituted for Labour welfare and other purposes such as:

- (a) Labour License under Uttar Pradesh Shops and Commercial Establishment Act 1962
- (b) Labour License under Contract Labour Regulation and Abolition) Act, 1970
- (c) ESI
- (d) EPF
- (e) PAN, TIN, GST, etc. duly supported by copies of certificates of registration.

x) Bidding firms/companies shall have current account in a scheduled commercial bank.

xi) Financial Bids of only those bidders will be opened who will satisfy the conditions of Technical Bids.

xii) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures

3. PREPARATION OF THE BID DOCUMENTS THROUGH e-TENDERING

3.1. Selection will involve following stages before issuance of letter of appointment.

- i) Upload of e-Tender
- ii) Receipt of e-bids/e-tender
- iii) Opening of technical bids & evaluation of qualified agencies
- iv) Opening of financial bids
- v) Award of contract

3.2. Bid will consist of two parts i.e. Technical Bid and Financial Bid

3.3. Bid will be submitted in 3 envelopes:

a) **File 1:**

i) Copy of Bank Statement for Earnest Money Deposit (EMD) of Rs.4,40,000/- will be submitted online to following:

Name of the A/c: NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Bank Name: NABARD

Branch Name: Head Office, Mumbai

IFSC Code: NBRD0000002

Account number: NABADMN20

The file should contain a receipt in this regard

ii) Duly signed integrity pact as per format enclosed. (to be uploaded along with EMD)

b) **File 2:** Technical bid, duly completed in all respects and signed, to be put into File No.2. This file should be named as "Technical Bid". The Technical Bid should be prepared as per paragraph number 3 of this section and as per Annexure A.

c) **File 3:** Fully completed and signed Financial bid (Annexure B) to be put into File No.3. This file should contain Financial Bid only and it should be named as "Financial Bid".

3.4. The bids, which are not named as mentioned above, are liable to be rejected. If for any reason, it is found that the Technical bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is swapped in the file marked "Technical Bid", the Bid document will be summarily rejected in the first instance itself.

3.5. Bids, which are not named/marked, may not be considered.

4. EARNEST MONEY DEPOSIT

4.1. A Bank Statement or proof EMD of Rs.4,40,000/- only must be submitted with the Bid (File No. 1) .

4.2. The Bid Security of all unsuccessful bidders would be returned by Bank within 60 days from the date of opening of financial bid.

4.3. Bids submitted without bid security, mentioned above, will be liable for rejection without providing any opportunity to the bidder concerned.

4.4. The EMD may be forfeited:

4.4.1. If a Bidder withdraws the bid or increases the quoted prices during the period of bid validity or its extended period, if any; or

4.4.2. In the case of a successful bidder, if the Bidder fails to sign the Contract within reasonable time.

4.4.3. During the bid process, if any information is found wrong/manipulated/hidden in the bid, the bid is liable to be rejected.

4.4.4. In the case of successful bidder, if the bidder has got blacklisted by any Central Government Ministry/ Department or any Central Public Sector Unit during the interim period from submission of bid to signing of contract.

4.5. MSE's as defined in MSE Procurement Policy issued by GoI or Bidders who are registered with central Procurement Organizations are exempt from submitting EMD. Notification/circular/instruction/documentary proof of in this regard needs to be submitted along with letter of bidder in the Envelope No. 1.

5. TECHNICAL BID

5.1. Technical Bid Documents to be placed in File 2:

5.1.1. Technical Bid duly signed and stamped by the authorized person

5.1.2. The Technical Bid should be as per Annexure 'A' and should be supported by the documents indicated in the said Annexure.

5.1.3. A short profile of the Organization.

5.1.4. A detailed note on financial competence of the Organization. (Audited balance sheet of past three financial years i.e. 2018-19,2019-20,2020-21)

5.1.5. All the proofs necessary for prequalification as indicated in para 2 of Section 2 of this Document.

5.1.6. Irrevocable undertaking of the offer as per Annexure 'D'.

5.1.7. Pre-Contract Integrity Pact as mentioned in Annexure E. Technical Bids without properly stamped Pre Contract Integrity Pact is liable to be rejected.

5.2. The Bank will open all Technical Bids in the first instance on the appointed date, time & venue.

5.3. During evaluation of bids, the Bank may, at his discretion, ask the Bidder for clarification of his bid.

5.4. No bidder shall contact the Bank on any matter relating to his bid from the time of the bid opening to the time the issue of work order. All bidders are strongly advised to furnish all material information in the bid itself.

5.5. Any effort by bidder to influence the Bank in its decision on bid evaluation, bid comparison or work order decision will lead to rejection of his bid.

5.6. The Bank considering Technical Bids may obtain feedback from the clients for whom bidder has executed similar work. Bank will have the discretion to disqualify the bidders based on the feedback received. Decision of the Bank will be full and final in this regard.

6. FINANCIAL BID

6.1. The Financial Bid is required to be submitted in format as in Annexure-‘B’ to this tender document.

6.2. The bidders are required to submit tender in respect of service charges as a percentage of total wages.

6.3. Initially, only the technical bid will be opened. The Financial bid will be opened, only if, the applicant tenderer is selected in the technical bid.

6.4. Rates shall include all statutory and contractual obligations as may be applicable. However rates quoted should be exclusive of GST and associated cess etc.

6.5. The offer is valid for a period of 90 days from date of opening of financial bid. During the validity period of the offer the bidder will irrevocably undertake not to withdraw / modify the offer in terms of the price and other terms and conditions. The bidder would submit irrevocable undertaking of the offer as per Annexure ‘D’.

6.6. The tender will be awarded to the party bidding the lowest service charges as a percentage of total wages.

7. COMPLETENESS OF RESPONSE

7.1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the TENDER documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the TENDER document with full understanding of its implications.

7.2. NBSC seeks a specific proposal responsive to this TENDER in every respect and detail, rather than a mere compilation of materials and promotional information used in other transactions. NBSC will be appreciative of the quality and responsiveness of the proposal.

7.3. Failure to furnish all information required by the TENDER documents or submission of a proposal not substantially responsive to the TENDER documents will be at the Bidder’s risk and may result in rejection of its Proposal.

7.4. Notwithstanding anything contained in this TENDER, NBSC reserves the right to accept or reject any Proposal and to annul the selection process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

7.5. Without prejudice to the generality of above clause, Bank reserves the right to reject any Proposal if:

7.5.1. At any time, a material misrepresentation is made or discovered; or

7.5.2. The Bidder does not provide, within the time specified by the Bank, the supplemental information sought by Bank for evaluation of the Proposal.

7.5.3. Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the bidder quoting the lowest service charges gets disqualified or bid is rejected, then NBSC reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of NBSC , including annulment of the selection process.

7.6. All columns in the tender document must be duly filled and no column should be left blank. “Nil” or “Not Applicable” should be marked where there is nothing to report. All the pages of the tender documents should be signed by the authorized signatory of the tenderer.

7.7. There should not be any deviation in the terms & conditions as have been stipulated in the tender document. However, in the event of imposition of any other condition, which may lead to deviation with respect of the terms & conditions as mentioned in the tender document, the bidders are advised to bring this in the notice of NBSC during pre-bid meeting.

7.8. The original and all copies of the bid shall be typed or written in indelible ink and signed by the Bidder or a person duly authorized to bind the Bidder to the contract uploaded in the system. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

7.9. All the Bid documents submitted shall be serially page numbered and contain the table of contents with page numbers.

7.10. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.

7.11. Bids received after due date and those received with rates not quoted in specified proforma will not be accepted.

7.12. Bidders are not permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

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

7.14. The tender is not transferable.

8. PRE-BID CONFERENCE

8.1. NBSC will hold a Pre-Bid Conference, scheduled as per bidding schedule above where the

intended bidders can have detailed dialogue regarding the tender, procedure for filling-in the Technical Bid, financial Bid or any other matter/clarifications concerning the tender.

8.2. Pre-Bid Conference will also provide an opportunity to seek clarifications regarding any aspect of the TENDER including bidding conditions, bidding process and the project. Request for clarifications shall be sent by them through email not later than one day before the pre-bid conference. All the requests shall be addressed to the contact person at email id: nbsc@nabard.org.

8.3. All queries relating to the Bid, technical or otherwise, must be in writing only to the designated contact person. NBSC will not answer any communication initiated by prospective bidders later than five business days prior to the due date of opening of the bids. If NBSC, in its absolute discretion, deems that the bidding process will gain an advantage by a response to a question, then NBSC reserves the right to communicate such response to all prospective bidders. Date of pre-bid meeting is 21 February 2022.

9. SUPPLEMENTARY INFORMATION TO THE TENDER/CORRIGENDUM/AMENDMENTS

9.1. If NBSC deems it appropriate to revise any part of this TENDER or to issue additional information to clarify an interpretation of the provisions of this TENDER, it may issue corrigendum/supplements/clarifications to this TENDER. Such corrigendum/ supplementary information will be communicated on its official websites: www.nbsc.org, www.nabard.org and <https://nabard.eproc.in/>. Any such corrigendum/supplement shall be deemed to be incorporated by this reference into this TENDER. Any other document released by NBSC, is for information purposes only and will not be considered as the part of TENDER or its related corrigendum.

10. VENUE AND DEADLINE FOR SUBMISSION OF BID

10.1. The applicant should submit their bids online. No acknowledgement, in respect of receipt of any bid, shall be issued.

10.3. Bank may at its discretion, extend the deadline for submission of bids by issuing an addendum and publishing it on its official websites: www.nbsc.org, www.nabard.org and <https://nabard.eproc.in/> in which case all rights and obligations of NABARD and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

11. LATE BIDS

11.1. Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained.

11.2. Tenders received by “Telex/Telegram/Fax/E-mail” or any other mode other than specified in this tender will not be accepted.

12. BID VALIDITY

12.1. The bid / offer shall remain valid for a period of 90 days from the date of opening of financial bid. During the validity period of the offer, the bidder will not withdraw / modify the offer in terms of price and other terms and conditions quoted in the bid. In this regard, the undertaking is to be submitted by the bidder along with the Technical Bid as per the prescribed format (Annexure C).

13. OPENING OF TECHNICAL AND FINANCIAL BID

13.1. The Technical Bids will be opened on **02 March 2022 at 03.30 PM** at Committee Room, National Bank Staff College, Lucknow in presence of the bidders interested to be present. All the bidders are advised in their own interest to be present at the specified date and time. No separate intimation will be given in this regard. Not more than two representatives from each bidder shall be entertained. The representative has to furnish an authorization letter from the bidder on their letter head for participating in the Technical Bid opening.

13.2. The Financial Bid shall be opened at a later date after the detailed evaluation of Technical Bid. The date of opening of Financial Bid shall be intimated to the technically qualified bidders only.

13.3. In case two or more tenderers quote identical amount, one more opportunity will be given to those tenderers to revise the rates.

13.4. NBSC does not bind itself to accept the lowest bid.

13.5. An unsuccessful bidder may make a written request, within 15 days of such rejection, for reasons for rejection of his bid.

13.6. The decision of NBSC shall be final with regard to technical and financial bids and the tendering process.

14. AWARD OF CONTRACT:

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

14.2. The NBSC, Lucknow, will communicate the successful bidder by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the Work Order) shall prescribe the amount which the NBSC, Lucknow will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

14.3. The successful bidder will be required to execute an agreement in the form specified in **Annexure F** within a period of 30 days from the date of issue of Work Order.

14.4. The successful bidder shall be required to furnish a Performance Security for an amount of **Rs.36 Lakh** within 15 days of receipt of Work Order through any one of the following mode:

(a) The Performance Security may be directly credited in our Current Account, the details of which are:-

Name of the A/c: NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Bank Name: NABARD

Branch Name: Head Office, Mumbai

IFSC Code: NBRD0000002

Account number: NABADMN20

(b) A confirmed Bank guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

The EMD of the successful bidder may be converted into RMD / Performance Security and shall not carry any interest whatsoever. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

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

SECTION 3: GENERAL CONDITIONS OF ANNUAL MAINTENANCE CONTRACT FOR GENERAL MAINTENANCE AND HOUSEKEEPING

- 1.** The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, compliance to Workmen's Compensation Act, Bonus, etc.
- 2.** The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Payment of Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, EPF etc. with regard to the personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the NBSC and BIRD, Lucknow and to the concerned Labour Department.
- 3.** As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the NBSC, Lucknow works, is required to be submitted to the NBSC, Lucknow. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time the NBSC, Lucknow is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract, duly furnishing particulars of personnel engaged for the NBSC, Lucknow.
- 4.** The antecedents of the staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the NBSC, Lucknow and NBSC, Lucknow shall ensure that the contractor complies with the provisions.
- 5.** The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be checked and monitored by the authorized official of the NBSC, Lucknow. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the NBSC, Lucknow, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards. Proof of payment of wages to personnel must be submitted, as and when demanded by NBSC.
- 6.** All liabilities arising out of accident or death while on duty of the security personnel shall be borne by the contractor. The contractor shall cover all his employees with a comprehensive Group Insurance policy. The contractor shall indemnify the NBSC, Lucknow against all liabilities arising out of any such accidents or deaths.
- 7.** Adequate supervision will be provided to ensure correct performance of the said general maintenance and housekeeping services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
- 8.** All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the NBSC, Lucknow.
- 9.** Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the NBSC, Lucknow and shall not knowingly lend to any person or company any of the effects of the NBSC, Lucknow under its control.

- 10.** The staff deployed shall not accept any gratitude or reward in any shape.
- 11.** The contractor shall provide training at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 12.** Under the terms of their employment agreement with the Contractor the general maintenance staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
- 13.** That in the event of any loss occasioned to the NBSC, Lucknow, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the NBSC, Lucknow, the said loss can claim from the contractor up to the value of the loss. The decision of the Principal, NBSC, Lucknow will be final and binding on the agency.
- 14.** The contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the NBSC, Lucknow may issue from time to time and which have been mutually agreed upon between the two parties.
- 15.** The NBSC, Lucknow shall have the right, within reason, if any person employed by the contractor is considered to be undesirable or otherwise, to inform to the contractor and contractor shall replace such person immediately.
- 16.** The contractor shall be responsible to maintain all property and equipment of the NBSC, Lucknow entrusted to it.
- 17.** The contractor will deploy supervisors as agent of the contractor and the instructions given to the supervisor by NBSC will be deemed to be instructions given to the contractor. The supervisor shall be required to follow the instructions of NBSC, Lucknow and ensure that the work done accordingly.
- 18.** The contractor will ensure that the persons deployed by them are dressed in neat and clean uniform, failing which invites a penalty of Rs.500/- on each occasions and habitual offenders in this regard shall be liable to be replaced from the campus. The penalty on this account shall be deducted from the Contractor's bills.
- 19.** The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Trainees/Visitors and should project an image of utmost discipline. The NBSC, Lucknow shall have the right to have any person moved in case of patient/staff complaints or as decided by representative of the NBSC, Lucknow if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
- 20.** The eight hours shift generally will be:-
First Shift - 0700 hrs. To 1500 hrs,
Second Shift - 1500 hrs. To 2300 hrs. And,
Third Shift - 2300 hrs. To 0700 hrs.
But the timings of the shift are changeable and shall be fixed by the NBSC, Lucknow from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the NBSC, Lucknow for double duty, if any.
- 21.** The personnel will have to report to the NBSC, Lucknow security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/ instructions, and to

complete all other required formalities as approved by the NBSC, Lucknow.

22. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the NBSC, Lucknow and the contractor / his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the NBSC, Lucknow.

23. Any damage or loss caused by contractor's persons to the NBSC, Lucknow in whatever from would be recovered from the contractor.

24. The NBSC, Lucknow will give basic training/familiarization of the general maintenance and housekeeping services required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.

25. In case the contractor fails to commence/execute the work as stipulated in the agreement _or does not meet the statutory requirements of the contract or does not comply with the prevailing tax rules and laws, NBSC, Lucknow reserves the right to impose the penalty as detailed below:-

i) 5% of cost of order/agreement per week, upto four weeks' delays.

ii) After four weeks delay NBSC reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s). The difference in the cost, if any will be recovered from the defaulter contractor and also shall be black listed for a period of 5 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

26. The contractor shall ensure that its personnel shall not at any time, without the consent of the NBSC, Lucknow in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the NBSC, Lucknow and shall not disclose to any information about the affairs of NBSC, Lucknow. This clause does not apply to the information, which becomes public knowledge. The contractor shall also ensure that its personnel shall not at any time, without the consent of the NBSC, Lucknow, in writing, divulge or share any records or documents of the NBSC, Lucknow.

27. Contractor / successful bidder shall ensure that no person involved in any litigation against any of the offices of NABARD / NBSC / BIRD shall be deployed under any circumstances.

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

29. Force Majeure

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

30. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

31. 'WORK ORDER' means the notice issued by the NBSC, Lucknow to the contractor communicating the date on which the work/services under the contract are to be commenced.

32. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the NBSC, Lucknow for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture / consortium / group / partnership shall not be altered without the approval of the NBSC, Lucknow.

33. The contract period will be initially for a period of Twelve (12) months from the date mentioned in the work order extendable twice for one year each, if the services of the service provider firm are found satisfactory.

34. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the NBSC, Lucknow shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.

35. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the NBSC, Lucknow may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the NBSC, Lucknow from the contractor.

36. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the NBSC, Lucknow, such money shall be deemed to be payable by the contractor to the NBSC, Lucknow within seven days. The NBSC, Lucknow shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.

37. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

38. The contractor shall indemnify and hold the NBSC, Lucknow harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

39. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and relevant Acts or laws (wherever applicable).

40. The personnel engaged should project an image of utmost discipline. They should be preferably between the ages of 18 and 55 yrs. NO UNDERAGE / MINOR (below 18 years of age) SHALL BE DEPLOYED UNDER ANY CIRCUMSTANCES. The entire responsibility for such lapse shall be that of the contractor. The Bank shall have right to have any person removed in case the personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases. Manpower so engaged shall be trained for providing general maintenance and housekeeping before joining. During this training, contractor shall have to arrange for substitute for the staff undergoing training.

41. The contractor shall get their staff screened for gross physical disabilities and contagious diseases and will provide a certificate to this effect for each personnel deployed. The contractor shall ensure that all their staff are vaccinated for Covid. NBSC will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

42. Staff engaged by the contractor shall not take part in any staff union and association activities.

43. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, stationary for writing duty charts and registers and records keeping as per requirements.

44. Agency will provide mobile phones to all supervisors at their own cost to ensure effective timely communication between them.

45. NBSC, Lucknow shall not be responsible for providing residential accommodation to any of the employee of the contractor.

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

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

48. If any underpayment is discovered, the amount shall be duly paid to the agency by the NBSC, Lucknow.

49. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the NBSC, Lucknow etc.

50. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month. The employer's portion of ESI / EPF shall be reimbursed only on submission of proof of depositing the contribution towards PF/ESI.

51. The contractor shall disburse the wages to its staff deployed in the NBSC, Lucknow every month through ECS or by Cheque in the presence of representative of the NBSC, Lucknow.

52. The contractor should have round the clock control room service in Lucknow along with quick response teams to deal with emergent situations.

53. PAYMENT

53.1. The contractor shall be required to raise two separate bills for monthly payments as per distribution of personnel's mentioned in Annexure C - One bill to The Principal, NBSC, Lucknow and the Second bill to The Director, BIRD, Lucknow. The payment shall be made as per the Latest Wage Rates as notified by the Office of the Deputy Chief Labour Commissioner (Central), Ministry of Labour & Employment, Government of India from time to time.

53.2. The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets of the contractor duly

verified by the Caretaker of the Bank, attested by the officer nominated by the bank and other supporting documents.No other claim on whatever account shall be entertained by the Bank. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.

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

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

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

(d) While submitting the bill for the month, the services provider must file a certificate certifying the following:-

(i) Wages of employees paid as per minimum wages norm applicable have been credited to their bank accounts on (date)

(ii) ESI Contribution relating to workers amounting to Rs. _____ was deposited on (date) (copy of the challan enclosed)

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

(iv) The service provider is complying with all statutory Labour Laws including Minimum Wage Act.

(e) The service provider should submit the bill in accordance with the above time schedule.

(f) The contractor shall compulsorily issue a wage slip to every personnel & supervisor in the format provided below (an indicative format):-

Name of Employee:	Designation
Month:	No. of Days present:-
WAGE STATEMENT	ESI No.
Payable / Paid	PF No.
BASIC	DEDUCTIONS AMOUNT
BONUS	EPF (%)
HRA	ESI (%)
GRATUITY	DEDUCTIONS
OTHERS ALLOW.	(TAXES AND ANY
	OTHER CHARGES)
GROSS WAGES	TOTAL DEDUCTION:
NET PAYABLE (Rs.)	

53.3. Any damage or loss caused by contractor's persons to NBSC in whatever form would be recovered from the contractor.

53.4. Deduction will be done proportionally from the salary.

53.5. In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel & is assessed as true by the Bank, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the personnel found

involved in the incident shall be removed from the Premises immediately. In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements.

53.6. Penalty Clause: The services provided for the month shall/may be reviewed by the "Maintenance Committee" constituted respectively by NBSC and BIRD. If the committee is of the view that the general maintenance and upkeep work provided by the contractor is not up to mark, the committee may prescribe a penalty in the range of 5 % to 20 % of the contract value of that month. The decision of NBSC shall be final and binding on the contractor in this regard. The contractor shall not pass on the burden of penalty to the workers deployed by him/her and should ensure payment of minimum wages to the workers irrespective of the penalty.

OBLIGATION OF THE CONTRACTOR:

54. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. Goods & Services Tax returns should be filed within the permissible limits as provided by Government of India and documentary proof of the same should be submitted to NBSC and BIRD Lucknow on monthly basis. The delay in filing of Goods and Services Tax returns may result in termination of contract by giving a one month notice in writing. The performance security deposited with NBSC Lucknow shall be released only after all the GST dues are cleared by the vendor. The contractor shall submit copies of acknowledgements evidencing filing of returns every month and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

55. Dispute Resolution

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole arbitrator appointed by the Principal NBSC, Lucknow.

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

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Lucknow only.

56. JURISDICTION OF COURT

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

57. EXIT:

- i. First three months of the contract shall be on a trial basis. If the work is not satisfactory, the contract may be terminated.
- ii. The contract is liable for termination by giving one month notice by the Bank and three months' notice by the contractor. However, the contract may be terminated by the Bank without allowing notice period, if the quality of the work is found not satisfactory. The Security Deposit under these circumstances will be forfeited.

58. Contractors should provide 2 sets of uniforms and two pair of shoes of approved colour and

quality, once in a year, to the employees deployed for the job at NBSC at his own cost. The contractor should ensure that the uniforms provided to the staff are maintained in proper and clean condition.

59. The contractor shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or on leave.

60. On site storage space will be provided to the Contractor. NBSC will not be responsible for safety or upkeep of contractor's materials. The contractor may be required to vacate the storage space and sheds at short notice without any extra cost to NBSC.

61. The contractor shall provide necessary Tools & Plants (T&P) or any other equipment, labour, etc for the proper execution of the works.

62. VALIDITY OF TENDER: 90 Days from the date of opening of the Tenders.

63. 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.

64. Contractor shall be required to furnish NBSC, as and when required, the following:

i. The Power of Attorney, name and signature of his authorized representative, who will be incharge of execution of this contract.

ii. Wage Book, Muster Book pertaining to labours engaged under this contract.

iii. Validity of Insurance Policies, Labour Contract License relating to staff engaged at NBSC 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.

iv. Contractor shall vouchsafe bonafides, conduct and fidelity of the staff employed by him. Any damage caused willfully or in negligence to the works executed, shall be borne by the contractor.

65. The Contractor shall at his own cost and expenses provide all the labour, supervision tools, plant apparatus, ladders, trolleys, conveyance, uniforms etc. required for execution of the work covered by this contract to the entire satisfaction of NBSC.

66. Forfeiture Clause: In case of negligence/dereliction of duty by contractor's staff, the above contract shall be terminated without giving any notice and the security deposit shall be forfeited.

67. Recovery of income tax, education cess, work contract tax etc. as applicable & in force shall be deducted from the bill during the currency of the contract.

68. Transit accommodation for use by shift staff may be made available in NBSC campus.

69. Note :The property shall be handed over to contractor for maintenance on as-is-where-is basis and the contractor shall be required to do the pending work (if any), without any extra cost. In regard to the pending works (as per scope of work) contractor shall not give excuse such as so and so work should have been done by the previous AMC contractors and is not within their scope.

SECTION 4: SCOPE OF WORK

- 1.** NBSC is desirous of having a maintenance contractor responsible for maintenance and upkeep of its Training Establishment namely National Bank Staff College (which also houses Bankers Institute of Rural Development (BIRD)). The details of such services to be provided by the contractor has been enclosed in **Annexure I**.
- 2.** All the cleaning materials and consumables/trainee kits etc. shall be provided by NBSC and BIRD as per actual requirement. The contractor has to give indent for such items to the Assistant Care Taker (ACT)/Hostel Supervisor (HS) well in advance. Proper record of the material received and consumed shall be maintained by the contractor and submitted to NBSC for inspection/verifications as and when required.
- 3.** The said premises includes all the covered areas within the boundary wall and also the vacant/fallow land falling within the boundary wall and pucca construction between the gate and the road.
- 4.** NBSC is desirous of keeping out all the work related to 'Horticulture, Plumbing & Electrical work' in its premises out of the bound of this agreement. The contractor shall not be responsible for the upkeep of lawns, plants, shrubs etc., planted within the said premises. The contractor shall not be responsible for cleaning of dining hall (both in hostel & office) and kitchens. But the Washrooms within the dining halls are to be cleaned by contractor.
- 5.** The maintenance contractor shall keep, at conspicuous and specified places complaint book/books in which complaints and suggestions, if any, may be recorded and the complaint book/books shall be open to inspection by the officers of the Bank.
- 6.** The maintenance contractor shall put up complaint book/books/registers on every 15th day of the month and if the same were public holiday the same may be submitted on the next working day immediately following that day to care taker.
- 7.** The maintenance contractor shall maintain and update any or all registers/documents relating to maintenance work, as asked to do from time to time by the Bank, for attending complaints and up-keeping the premises etc.
- 8.** Contractor will submit his demand of consumable items, in prescribed format giving quantity required along with balance quantity with them, duly approved by the competent authority. Contractor will also inform to Bank about the compliance of the complaints.
- 9.** Contractor shall ensure adequate number of experienced supervisors to supervise the work of persons during execution of work including cleaning of the premises.
- 10.** Contractor will provide qualified receptionist (for all the three shifts i.e. 24 hours x 365 days) having qualities of politeness, etiquette, acquainted with protocol services, dealing with guest in well behaved and cool manner, at any point of time. Minimum qualifications for receptionists shall be 10+2 class pass.
- 11.** Contractor will provide a skilled carpenter, if required for promptly addressing various maintenance related complaints.
- 12.** Contractor will maintain records of day-to-day remedial work and materials required/used for the same.

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

14. The Contractor will have to arrange for the garbage disposal of entire NBSC and BIRD Campus as per the Solid Waste Management Rules-2016. All the cost for garbage disposal shall be borne by the Contractor and should be part of the service charges. No payment shall be made by NBSC/BIRD in this regard.

15. The materials/equipment owned by NBSC/BIRD campus will be handed over to NBSC/BIRD on completion of contract, with due acknowledgement.

SECTION 5: SAFETY CONDITIONS OF THE CONTRACT

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

A. GENERAL

1. Smoking and chewing pan are prohibited in the Institute.
2. For any job involving welding, soldering, lighting of flames, use of heat source or temporary electrical connection, prior permission of NBSC's engineer shall be taken before execution of the same. No job involving heat source are permitted to be carried out after office hours and on holidays/Sundays without prior permission.
3. It is entirely the responsibility of the contractor to see that safety appliances such as safety belts, life lines, helmets, rubber gloves of appropriate voltage (1100V) rating etc., depending on the job demand, are made available to his staff at contractor's cost. If the contractor need any suggestion on the mater, he may approach NBSC's engineer for the same. Any lapse on safety will be viewed seriously.
4. The contractor shall ensure that the persons posted for the work are well conversant with the operation of fire extinguishers.
5. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of his staff in the premises.

B. SAFETY PRECAUTIONS FOR PORTABLE ELECTRICAL APPLIANCES

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

1. Broken sockets/pin plug /loose connections: These conditions cause sparks which lead to fault conditions or electrical shock situations. Wires shall not be directly inserted into the sockets as the earth lead of the equipment inserted into the phase socket may give shock to the operator.
2. Polarity of phase/neutral and earth: Certain appliances like Poroscope may give violent electrical shock during work if polarity conditions are not satisfied.
3. Joints in flexible cables: Usage of portable appliance is such that electrical and physical integrity of joint may be suddenly affected, leading to severe sparking and fire if combustible / inflammable materials are present near the joint. Sometimes this may not be noticed by the operator at all.
4. Appliance body grounding and system grounding: In absence of or ineffective appliance body grounding, operator may receive severe shock in case of phase to earth fault during usage. All earth pins in sockets must have low impedance and mechanically firm earthling according to Indian Electricity Rules/BIS 3043 so that safety is assured to operators even under fault condition.
5. Water leakage: Water reduces efficiency of insulation depending upon exposure. Presence of moisture on ordinary switches may give a shock during operation, switches in chronic leakage areas should preferably be de-energized until the rectification is done.
6. Excavation/Addition/Alteration of the Buildings: During excavations, alterations of the building etc. every care shall be taken that electric shock or damages to cables, are avoided. De-energisation of circuits must be considered whenever required.

Annexure A**TECHNICAL BID****“Providing General Maintenance & Housekeeping Services at NBSC
Lucknow”**

(On the letter head of the concern submitting the bid)

**To
The Principal
National Bank Staff College
Lucknow**

Sl. No.	Particulars	
1.	Name of the Organisation	
2.	Complete address of the Registered Office	
3.	Phone No., Fax No. & Email id	
4.	Date of incorporation of certificate of (enclose the copy incorporation)	
5.	Permanent Account Number (enclose document)	
6.	Corporate Registration Number (enclose document)	
7.	GST REGISTRATION NO.	
8.	Name, designation and contact details of the contact person	
9.	Income Tax Returns for last three financial years ending 31.03.2021 (enclose documents)	
10.	Annual turnover for past three years: 2020-21 2019-20	

	2018-19 (Copy of audited balanced sheets for above mentioned durations to be attached)	
11.	Whether the Organization is in the same business (similar work) for a minimum period of 7 years as on 31 December 2021.	YES/NO
12.	If the answer to point 11 above is yes, please submit documents to substantiate.	
13.	Whether the Organization has satisfactorily completed at least one single contract of value not less than Rs.220 Lakh during last three years ending 31 December 2021.	YES/NO
14.	If the answer to point 11 above is yes, please submit documents to substantiate	
15.	Whether turnover of the Organization in last three financial years ending on 31.03.2021 was more than Rs.75 Lakh.	YES/NO
16.	If the answer to point 15 above is yes, please submit copies of Audited Report including balance sheet, profit & loss for the last three financial years ending 31.03.2021.	
17.	Whether organization has a Labour License under Uttar Pradesh Shops and Commercial Establishment Act 1962. If yes attach a copy of the same	
18.	Whether organization has a Labour License under Contract Labour Regulation and Abolition) Act, 1970. If yes attach a copy of the same	
19.	Whether the organization has a valid ESIC Registration. If yes attach a copy of the same	
20.	Whether the organization has a valid EPFO Registration. If yes attach a copy of the same	
21.	Whether the organization has a valid GST Registration. If yes attach a copy of the same	

I/We hereby certify that the information furnished above is full and correct to the

best of my/our knowledge and belief. I/We understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and will not have any dealing with the Department in future.

Name of the Organisation: _____

Name, Designation and Signature of the Authorized Signatory

Seal

Date

Place

Annexure B

FINANCIAL BID **(To be filled online)**

PREAMBLE

- 1) Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The worksheet, showing the break-up of the total rates quoted, enclosed with the Schedule of Quantity should be filled carefully. The contractor should furnish Rate Analysis for scrutiny of the rates if required by NBSC.
- 2) 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 expenditure incurred by the contractor towards payment of employer's share of ESI & EPF contributions, if any, for this contract, shall be reimbursed by NBSC and BIRD, as the case may be, on production of proof of payment (counterfoils) & other documents such as registration number, photo card etc. alongwith monthly bill. The rates in the Schedule of Quantity should be quoted EXCLUSIVE of ESI & PF benefits, but should be based on the minimum wages as notified by office of the Dy. Chief Labour Commissioner (CENTRAL), Kanpur, Ministry of Labour & Employment, Government of India for Category A from time to time.
- 3) The rates quoted should be **exclusive** of expenditure pertaining to Payment of Bonus Act, 1965. The Bonus as applicable shall be reimbursed to the contractor on production of proof of payment.
- 4) The rates quoted should be **inclusive** of expenditure pertaining to Payment of Gratuity Act, 1972.
- 5) The rates quoted SHOULD NOT include Goods and Services Tax. Service tax, as applicable, shall be paid depending upon the rate decided by Government of India from time to time.
- 6) The rates quoted SHOULD include cost pertaining to the disposal of garbage as indicated in Scope of Work confirming to the Solid Waste Management Rules 2016.
- 7) In case the rates quoted are found unreasonable and do not conform to the specifications or stipulations given in the tender document, the financial bids submitted would be rejected outright and the final decision in this regard will be that of NBSC.
- 8) Rates shall have to be quoted both in words and figures.
- 9) The manpower indicated in the financial-bid is indicative. It may be increased or decreased by National Bank Staff College by giving a notice in writing to the contractor.
- 10) Contractor at his own cost will provide 2 new sets of uniform to each worker deployed at NBSC every year and an Identity Card. The uniform should be made from cloth of a reputed brand like Siyaram, Donear, etc. and each set will include a shirt, trouser, sweater for winter season and one pair of black shoes. Minimum cost of each set of uniform (including a pair of shoe) shall be Rs.2,000/-. The Uniform shall be approved by NBSC, Lucknow.
- 11) The bid not adhering to above mentioned directions is liable to be rejected.

SCHEDULE OF QUANTITY AND CALCULATION SHEET SHOWING BREAK-UP OF THE RATES QUOTED FOR NATIONAL BANK STAFF COLEEGE AND BANKERS INSTITUTE OF RURAL DEVELOPMENT

PART –A (WAGES FOR NBSC)				
	Category of Staff Employed	Minimum number of Staff to be employed as indicated in Annexure C	Wage rate per day * (Rs.)	Wages per annum (Rs.)
i	Unskilled	16	654	38,19,360/-
ii	Semi-Skilled/Unskilled Supervisory/Carpenter	9	724	23,78,340/-
iii	Skilled/Clerical i.e. Receptionist/Skilled Supervisory	4	795	11,60,700/-
A	Total			Rs.73,58,400/-
PART –B(WAGES FOR BIRD)				
	Category of Staff Employed	Minimum number of Staff to be employed as indicated in Annexure C	Wage rate per day * (Rs.)	Wages per annum (Rs.)
i	Unskilled	26	654	62,06,460/-
ii	Semi-Skilled/Unskilled Supervisory	4	724	10,57,040/-
iii	Skilled/Clerical i.e. Receptionist	3	795	8,70,525/-
B	Total			Rs.81,34,025/-
C	TOTAL WAGES FOR NBSC AND BIRD (PER ANNUMM)(Rs.)			1,54,92,425/-
PART – C (MANAGERIAL AND ADMINISTRATIVE CHARGES)				
D	Managerial & Administrative fees for executing the work inclusive of Contractor's Profit (Per Annum) for both NBSC and BIRD (in Rs.) (Will include all contractual obligations mentioned in the Preamble to financial-bid).			(To be quoted by Bidder in figures and in words)
E	Premium towards third party insurance cover of minimum Rs.10 lakh to safeguard against any damage caused to NBSC and BIRD.			(To be quoted by Bidder in figures and in Words)
F	Group Insurance premium for approx. 62 persons with risk cover of atleast Rs. 5,00,000 per person per annum.			(To be quoted by Bidder in figures and in Words)
G	Total Managerial and Administrative Charges (D + E + F)			Rs.
PART – D (CALCULATION OF RATE OF SERVICE CHARGE) (AS % OF WAGES)				
H	G / C * 100 %			

* Latest Wage Rates as notified by the Office of the Deputy Chief Labour Commissioner (Central), Ministry of Labour & Employment, Government of India

Note: The contractor shall be paid per month the minimum wages of the workers deployed plus the Managerial & Administrative Charges as a percentage of the minimum wages separately for National Bank Staff College and Bankers Institute of Rural Development. That percentage will be “H” arrived above and will remain firm for the entire duration of the contract.

SIGNATURE OF THE BIDDER WITH SEAL

DATE:

PLACE:

Annexure C

Average number of personnel to be deployed by the contractor for undertaking the work as per our assessment of the work involved:

The minimum number of personnel to carry out the work under the scope of this contract satisfactorily for **National Bank Staff College** is **29** as per the details given below :

S No	Particulars	Average deployment per day
1	Qualified Supervisor having 5-10 years experience to carry out such maintenance work. (Unskilled supervisory)/ Carpenter	9
2	Qualified receptionists with minimum qualification of 10+2 class passed, having good manners and etiquettes and possessing necessary communication skills for carrying out the job/Skilled Supervisor having Diploma in Civil Engineering (Skilled/Clerical)	4
3	Other personnel (sweepers, water boys & bell boys for carrying luggage etc.) having practical experience of 5 years for working in this field (Unskilled)	16
	Total minimum number of personnel proposed to be deployed per day	29

The minimum number of personnel to carry out the work under the scope of this contract satisfactorily for **Bankers Institute of Rural Development** is **33** as per the details given below:

S No	Particulars	Average deployment per day
1	Qualified Supervisor having 5-10 years experience to carry out such maintenance work. (Unskilled supervisory)	4
2	Qualified receptionists with minimum qualification of 10+2 class passed, having good manners and etiquettes and possessing necessary communication skills for carrying out the job.(Skilled/Clerical)	3
3	Other personnel (sweepers, water boys & bell boys for carrying luggage etc.) having practical experience of 5 years for working in this field (Unskilled)	26
	Total minimum number of personnel proposed to be deployed per day	33

Note: The manpower indicated is indicative. It may be increased or decreased by National Bank Staff College by giving a notice in writing to the contractor.

**(On stamp paper of Rs.500/- and duly notarized)
IRREVOCABLE UNDERTAKING**

To,
Principal
National Bank Staff College
Lucknow

Pursuant to your advertisement on websites: www.nbsc.in, www.nabard.org, <https://nabard.eproc.in/> and newspapers dated for the “Providing general Maintenance and Housekeeping Services at National Bank Staff College, Lucknow, I/we submit my/our offer. The offer is valid for a period of 90 days from date of opening of financial bid. I/We, in consideration of you agreeing to the process and consider our proposal, irrevocably undertake that during the currency of my/our bid, I/we will not withdraw or modify the offer in terms of the price quoted or in terms of other terms and conditions on which the offer is made.

I/We are not debarred or blacklisted by any Govt. Department.

Our Track record is clean without any involvement in illegal activities or financial frauds. There is no case with the Police/Court/Regulatory authorities against us. We are not prosecuted or suffered any penalty for violation of any statutory laws by any Authority.

As NABARD has invested good amount of money and time for processing my/our proposal, in the event of my/our committing default of this undertaking, or for any reason whatsoever, I/We hereby further undertake to pay NABARD liquidated damages equivalent to the Earnest Money Deposit (EMD).

This undertaking is executed on this _____ day of _____ 2022.

Signature

Name

Address

NOTARY SEAL & SIGN

PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 200 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

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

And

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

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

bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of

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

Section 8 – Independent External Monitor

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

The Independent External Monitor appointed for NABARD is:

i) Dr. Sanjay Kumar Panda
Retd. IAS
SideshwarSahi, Cuttack City, Odisha-753008

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

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

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

(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)

NATIONAL BANK STAFF COLLEGE, LUCKNOW
FORM OF AGREEMENT

THIS AGREEMENT is made on the _____ day _____ (Month) _____ (Year) Between National Bank for Agriculture and Rural Development (NABARD) through the Principal, National Bank Staff College, Lucknow (hereinafter called "the NBSC, Lucknow" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND _____ (Name and address of the contractor) through Shri _____, authorized representative (hereinafter called "the contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing General Maintenance and Housekeeping Services to its Campus situated at Sector H, LDA Colony, Kanpur Road, Lucknow – 226012, which also houses Bankers Institute of Rural Development, thereafter called "BIRD, Lucknow" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns the conforming party to the agreement.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
 2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting Tender and the terms and conditions contained in the Tender;
 - d. Bill of Quantities;
 - e. Scope of work;
 - f. Addendums, if any; and
 - g. Any other documents forming part of the contract.
 3. In consideration of the payments to be made by the NBSC, Lucknow to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the NBSC, Lucknow to execute the contract for **Providing General Maintenance and Housekeeping Services at National bank Staff College, Lucknow** w.e.f _____ as per the provisions of this Agreement and the tender document.
 4. The NBSC, Lucknow hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. _____ (Rupees in words _____)
 5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.
 6. In case, any dispute or issue arises regarding the interpretation of any of the clauses of this agreement or of any of the documents prepared or to be prepared in this regard, the contents of the Tender Documents shall prevail over this agreement and /or any other document.
- IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

(Signature of the Bidder) Name and Address of the Bidder. Telephone No.	Signature of Authorized Signatory of National Bank Staff College, Lucknow
	Signature of Authorized Signatory

	of Confirming Party Bankers' Institute of Rural Development, Lucknow
(Signature of Witness 1) Name of Witness	(Signature of Witness 1) Name of Witness
Address of Witness	Address of Witness
(Signature of Witness 2) Name of Witness	(Signature of Witness 2) Name of Witness
Address of Witness	Address of Witness

FORM OF BANK GUARANTEE FOR BID SECURITY

(To be stamped properly as per applicable law)

KNOW ALL MEN by these present that we _____
(Name and address of Bank), having our registered office at _____
(hereinafter called "the Bank") are bound unto The NBSC, Lucknow - 226012 (hereinafter
called "NBSC, Lucknow") in sum of Rs. _____
for which payment will and truly to be made to the said Employer, the Bank binds himself,
his successors and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter called "the
Bidder") has submitted his bid dated _____ for providing General
Maintenance & Housekeeping Services (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of
Rs. _____ (Amount in figures and words) as Performance Security
against the Bidder's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request
of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the NBSC, Lucknow may without affecting this guarantee grant time of other to or
indulgence to or negotiate further with the Bidder in regard to the conditions contained in
the said tender and thereby modify these conditions or add thereto any further conditions as
may be mutually agreed upon between the NBSC, Lucknow and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in
constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - a. The Bidder, in case the bid is accepted by the NBSC, Lucknow, executes a formal
agreement after furnishing the Performance Guarantee of a Scheduled Commercial Bank
based in India.
 - b. Forty five days after the date of validity or the extended date of validity of the Tender, as
the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an
interpretation is repugnant to the subject or context, include their respective successors and
assigns.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form
of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the NBSC, Lucknow
during the period of tender validity and (a) fails or refuses to furnish them Performance
Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified
in para of the NIT.
- (iv) If the tender is terminated on the allegation of production of false/forged documents for
obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in any PSU / PSB
/ or in any other departments of State Governments / Union Government.

WE undertake to pay to the NBSC, Lucknow upto the above amount upon receipt of their
first written demand, without the NBSC, Lucknow having to substantiate their demand
provided that in their demand the NBSC, Lucknow will note that the amount claimed (i), (ii),
(iii) (a), (iii) (b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Authorized Signatory

Date:

Place:

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped properly as per applicable law)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the “Bank”) of the one part and the NBSC, Lucknow (hereinafter called the “NBSC, Lucknow”) of the other part.
 2. WHEREAS the NBSC, Lucknow has awarded the contract for Providing General Maintenance and Housekeeping Services contract for Rs. _____ (Rupees in figures and words) (hereinafter called the “contract”) to M/s _____ (Name of the contractor) (hereinafter called the “contractor”).
 3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
 4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the NBSC, Lucknow the full amount of Rs. _____ (Amount in figures and words) as stated above.
 5. After the Contractor has signed the aforementioned contract with the NBSC, Lucknow, the Bank is engaged to pay the NBSC, Lucknow, any amount up to and inclusive of the aforementioned full amount upon written order from the NBSC, Lucknow to indemnify the NBSC, Lucknow for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the NBSC, Lucknow immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the NBSC, Lucknow any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
 6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
 7. At any time during the period in which this Guarantee is still valid, if the NBSC, Lucknow agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the NBSC, Lucknow and at the cost of the contractor.
 8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
 9. The neglect or forbearance of the NBSC, Lucknow in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the NBSC, Lucknow for the payment hereof shall in no way relieve the Bank of their liability under this deed.
 10. The expressions “the National Bank Staff College, Lucknow”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.
- IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the

_____ day of _____ (Month) _____ (year) being herewith duly authorized.

Authorized Signatory

Date:

Place:

LIST OF ITEMS OF WORK TO BE ATTENDED TO IN RESPECT OF MAINTENANCE WORK

A. Office Building (Including Classrooms & Other Rooms/Areas in Office Building)

The following broadly mentioned item of works are to be attended as directed by bank:

- 1) Cleaning, Sweeping and Washing of floors,
 - 1 a) Cleaning of bathrooms, toilets and wash basins of the office premises as. (Daily before 9:15 AM and at 3:15 PM)
 - 2) Dusting of furniture & fixture provided in the office building. (Daily before 9:15 AM)
 - 3) Supplying the drinking water in the rooms of the Faculty Members, Officers and also to the other staff members. (Daily twice before 9:15 AM and 2:00PM)
 - 4) Cleaning of water dispensers/water tanks once in fortnight.
 - 5) Maintenance and cleaning of conference rooms, discussion rooms, class rooms, Audio-visual room, Computer room, Library and other areas/rooms in office building. (Daily)
 - 6) Change of curtains in the faculty cabins and in the administrative/academic block. (As and when required)
 - 7) Attending to miscellaneous works in case of urgency.
 - 8) Removal of waste papers etc. from all the rooms of the office building. (As and when required)
 - 9) Cleaning of the all dustbins kept in the office area. (Daily)
 - 10) Supply of drinking water in the class rooms and at executive meetings/conferences. (Two times a day)
 - 11) Putting lights, air conditioners and other electrical appliances on and off in the office building as per requirement. (Daily)
 - 12) Cleaning of window panes, doors etc. in the office building. (Every Wednesday)
 - 13) Setting/re-setting of furniture and equipment in class-rooms, conference room and other functional areas. (As and when required)

B. Hostels

The following broadly mentioned item of works are to be attended as directed by bank:

- 1) Handing over/taking over of Hostel/Guest rooms to/from the participants at the time of arrival/departure.
- 2) Cleaning, Washing, Sweeping, dusting of hostel/guest rooms and balconies, attached toilets, lobby, staircase, roof, toilet/wash areas of trainees' dining hall etc. (Daily)
- 3) Cleaning of window panes and doors of the hostel buildings, dining hall & kitchen (Every Thursday)
- 4) Dusting and maintenance of furniture & fixtures provided in the hostel buildings. (Daily)
- 5) Change of linen, giving and taking back of linen, towels etc. to the washerman appointed by the Institute. (Once in Three days)
- 6) Maintenance and cleaning of TV room/Recreation room and Reception room with holding of charge, issue to trainees and other officials of the sports items provided by the Institute. (Daily)
- 7) Arranging to change the curtains etc. in the hostel building, dining hall & kitchen as and when required. (As and when required)
- 8) Careful operation of TV/DVD/Dish connection or all of the three above.
- 9) Putting lights, geysers, coolers, AC Units etc. provided in the hostel building on and off as per requirement.
- 10) Cleaning of water coolers once in a fortnight.
- 11) Keeping the drinking water/mosquito repellent, soaps toiletries, etc. in the rooms of the participants/guests. (Daily when rooms are occupied)
- 12) Holding the charge of keys belonging to the hostel buildings.

C. General Items of Works

The following broadly mentioned item of works are to be attended as directed by bank:

- 1) Cleaning of the surrounding area of the office building, hostel blocks, dining hall & kitchen. Surrounding area here is specified as all the roads, cemented platforms etc. existing within the boundary of the walls. (Daily)
- 2) Cleaning of wash areas/toilets of office building, hostel blocks, dining hall & kitchen. (Daily)
- 3) Cleaning of wash areas/toilets of staff quarters once in a week.
- 4) Collection and disposal of garbage, food waste etc. collected from the kitchen/lounge of office building, trainees' kitchen/lounge and hostel/guest rooms and residential areas (only NBSC) (Daily)
- 5) Bringing the waste to organic waste convertor machine if required.
- 6) The various equipment's, tools and plants shall be arranged by contractor at his own cost.

D. General Cleaning of Campus, Buildings, Roads, Drains, Sewer Lines and Manholes

Providing daily adequate number of sweepers for cleaning the entire academic building, hostel blocks excluding dining hall & kitchen, outer areas of stone paving, corridors, staircases etc. Common areas of all residences, staircases, terrace, outer stone paving, Roads, Pathways, road side and other drains, catch basins, all sewer lines and manholes, gully traps, sluice valve and wheel valve chambers, areas enclosed by hostel blocks, areas adjacent to dining hall & kitchen to keep them in proper hygienic conditions. Collections of all garbage from the office building, residential flats, hostel/guest rooms, dining hall & kitchen, road, drains and sewer lines etc. and disposal of all rubbish/waste material at a distant place away from the premises in the approved municipal dump.

E. Area of the Work pertaining to National Bank Staff College:

The maintenance works stated in points A, B, C & D above shall be carried out in the following buildings and areas surrounding them staircases and common areas :

- (i) Main academic building which mainly includes class rooms/ other rooms -10 nos., faculty rooms - 16 nos., principal's room and other rooms, Computer Lab., committee room, entrance hall, conference hall, administrative hall, office rooms, stores, halls, AC & EC plant rooms, all the toilets at ground & first floor, toilets of offices and staff lounge, corridors, pergola etc. complete.
- (ii) All toilets of Dining hall and kitchen (located in office building)
- (iii) Principal's Residence - 1 no.
- (iv) Faculty Residence - 16 nos.
- (v) Staff Quarters -SA type - 10 nos.
SB type - 22 nos.
SC type - 22 nos.
- (vi) Hostel - blocks 'A', 'B', 'C' & 'D' having 126 rooms with attached toilet, office stores complete.
- (vii) Hand wash area, all toilets of Dining hall and kitchen
- (viii) Utility building (electrical sub-station) including toilet - 1 no.
- (ix) Scooter/cycle stand sheds
- (x) Security room at entrance gate and within premises - 5 no.
- (xi) All roads and pathways inside the NBSC campus.
- (xii) All drains and manhole chambers etc. inside the NBSC campus.
- (xiii) Inside areas of Faculty residence & staff residence are not included.

F. Area of the Work pertaining to Bankers Institute of Rural Development:

The maintenance works stated in points A, B, C & D above shall be carried out in the following buildings and areas surrounding them staircases and common areas :

- (i) Main academic building (BIRD South Block) which mainly includes class rooms/ other

rooms., faculty rooms, Director's room and other rooms, Computer Lab., committee room, entrance hall, conference hall, administrative hall, office rooms, stores, halls, AC & EC plant rooms, all the toilets at ground, first floor & second floor, toilets of offices and staff lounge, corridors, pergola (canopy) etc. complete.

(ii) All toilets of Dining hall and kitchen (located in office building)

(iii) Director's Residence - 1 no.

(iv) Faculty Residence - 26 nos.

(v) Staff Quarters - BA type - 35 nos.
BB type - 42 nos.
BC type - 22 nos.

BM type – 14 nos.

(vi) Hostel - blocks 'G', 'H', 'F', 'J' & 'K' having 169 rooms with attached toilet, office stores complete.

(vii) Hand wash area, all toilets of Dining hall and kitchen

(viii) Utility building (electrical sub-station) including toilet - 1 no.

(ix) Scooter/cycle stand sheds & Multipurpose Hall etc

(x) Security room at entrance gate and within premises - 5 no.

(xi) All roads and pathways inside the BIRD campus.

(xii) All drains and manhole chambers etc. inside the BIRD campus.

(xiii) Inside areas of Faculty residence & staff residence are not included.

EQUIPMENT TO BE PURCHASED AND MAINTAINED BY THE CONTRACTOR

1. Industrial/Commercial Vacuum cleaner – 2 nos.
2. Trolleys - 4 nos.
3. Waste pan (Tasla) – 10 nos.
4. Kit of small tools like screw driver etc. – 2 sets
5. First aid box – 2 nos.

Note: The list mentioned above is indicative and actual requirement may vary depending upon the quantum of work.

Annexure J

FORMAT FOR CLIENT'S REPORT (ON CLIENT'S LETTER HEAD)

Performance details of the Firm: M/s

Located at:

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

Signature of the Reporting Officer Place

(Office Seal)

Place:

Date: