

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
UTAR PRADESH REGIONAL OFFICE
11, VIPIN KHAND, GOMTI NAGAR, LUCKNOW**

Tender for awarding Annual Maintenance Contract for providing housekeeping and minor civil/electrical repairing services at (i) Senior Officers' flats at La-Place, Hazratganj (ii) Officers' colony at Sector D/S Sitapur Road, Aliganj (iii) Staff quarters at C-Block, Indiranagar and (iv) staff quarters at D-Block, Indiranagar, Lucknow

PART I (Section I to Section IX)

(Technical Bid)

Name of tenderer: _____

Address: _____

Landline/Mobile Number: _____

Schedule of Tendering Process:

Issue of tender forms	: From 17/08/2017 to 31/08/2017
Pre-bid Meeting	: 24/08/2017 at 15:00 hrs
Last date for Tender Submission	: 31/08/2017 at 13:00 hrs
Opening of Technical Bid	: 31/08/2017 at 15:00 hrs
Opening of Commercial Bid	: Shall be intimated after scrutiny of Technical Bid

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Disclaimer

NABARD has prepared this tender document. The information is provided to prospective Bidders to enable them to bid for Annual Maintenance Contract for providing following maintenance services at all Residential Staff Quarters of the Bank located at Lucknow as per the terms and conditions set out in this tender and any other terms and conditions related to such information –

- Minor Civil/Electrical Repairing Services
- Minor Carpentry services
- Electrical Maintenance
- Plumbing (including Sanitation and maintenance of Fountains)
- Sundry Miscellaneous Services

This tender is neither an agreement with any party, nor invitation to any party to perform work of any kind. The purpose of this tender is to share requirements of the Bank with all interested parties in order to enable them to submit their Bid. While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in tender. The Bank is not responsible if no due diligence is performed by the Respondents. The Bank reserves the right not to proceed with this tender, to alter the time-table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the tender further with any respondent. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
UTAR PRADESH REGIONAL OFFICE
11, VIPIN KHAND, GOMTI NAGAR, LUCKNOW**

No. NB.UPRO.LKO.PSP/ 210 / AMC-6 (SQ)/ 2017-18
11 August, 2017

TENDER NOTICE

Tender for awarding Annual Maintenance Contract for providing housekeeping and minor civil/electrical repairing services at (i) Senior Officers' flats at La-Place, Hazratganj (ii) Officers' colony at Sector D/S Sitapur Road, Aliganj (iii) Staff quarters at C-Block, Indiranagar and (iv) staff quarters at D-Block, Indiranagar, Lucknow

National Bank for Agriculture and Rural Development, Uttar Pradesh Regional Office, Lucknow, hereinafter referred as NABARD invites tenders from reputed and eligible firms/companies for providing man power and support services for upkeep of its residential premises located in Lucknow. The initial period of contract will be from the date of award of the contract as per laid down contractual obligations..

2. Tender documents can be obtained from the office of the Chief General Manager, National Bank for Agriculture and Rural Development (NABARD), 11, Vipin Khand, Gomtinagar, Lucknow – 226010 on any working day (Monday to Friday) from 17/08/2017 on payment of non-refundable amount of **Rs. 500/-** (Rupees Five Hundred fifty only) or can be downloaded from website **www.nabard.org/tenders**. The firms downloading the application form and other documents related to the work from the website will have to pay non-refundable charges of **Rs. 500/-** (Rupees Five Hundred fifty only) by directly crediting into our account.

3. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason therefore.

Chief General Manager

Check List of documents to be submitted with the tender

S.No	Prequalification documents	Attached Yes/No
1	Tender documents signed and stamped (Part-I and II) in duplicate in two separate and distinct envelopes. These two envelopes should be put in another envelope.	
2	Cost of Tender Document is Rs 500/- if the tender document is downloaded from the Bank's website Draft No/ NEFT Ref. Date.....	
3.	All the Bidders shall submit EMD @ 2% of the total estimated cost of the work as specified in the tender document by way of Demand Draft / NEFT in a separate sealed cover along with tender documents. Draft No/ NEFT Ref..... Date.....	
4.	Proof of average annual financial turnover of firm during the last 3 years ending 31st March 2017 minimum of Rs 4.50 lakh each year. Copies of the Income Tax Clearance Certificates/ Income Tax Assessment orders/ IT Returns along with latest audited final accounts of the business of the firm duly certified by a Chartered Accountant/certificate of turnover issued by a Chartered Accountant should be enclosed as proof of their credit worthiness and turnover for the last three years.	
5.	The client-wise names of similar work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished as per Annex - I	
6.	The details along with documentary evidence of previous experience if any, of carrying out works for NABARD, NBSC/ BIRD / Reserve Bank of India at any centre should also be given.	
7.	Proof of having successfully completed similar works during last 5 years as on March 31, 2017. Client reports (as per the format given in Annex II) showing the details of work carried out during the last 5 years must be enclosed in separate sealed envelope along with technical Bid. Note: i) In respect of Government Departments/Public sector Undertakings the certificate should be signed by the concerned Executive Engineer or an officer of an equivalent or higher rank. ii) In respect of Departments other than Government Departments/Public sector Undertakings apart from the certificates mentioned at i) above the TDS certificates	

	matching with the payments related to the work executed shall also be enclosed.	
8.	Copy of Permanent Account Number (PAN)	
9.	Copy of GSTIN	
10.	Proof of Registration with ESI , if applicable	
11.	Proof of Registration with EPF authorities, if applicable	
12.	Proof of Registration under labour laws, if applicable	
13.	Particulars of the firm and their bankers as per Section VI.	
14.	Copy of the Articles of Association/Memorandum of Association/ partnership deed/ any other relevant document shall be enclosed	
	Power of Attorney in favor of the person signing the tender documents	

Place:

Signature and seal of the Bidder Date:

Section – I : Notice Inviting Bids

1.1	Name of the work:
	<p>Tender for awarding Annual Maintenance Contract for providing housekeeping and minor civil/electrical repairing services at (i) Senior Officers’ flats at La-Place, Hazratganj (ii) Officers’ colony at Sector D/S Sitapur Road, Aliganj (iii) Staff quarters at C-Block, Indiranagar and (iv) staff quarters at D-Block, Indiranagar, Lucknow</p> <ul style="list-style-type: none"> • Minor civil/electrical repairing services • Carpentry services • Electrical Maintenance • Plumbing (including Sanitation and maintenance of Fountains) • Sundry Miscellaneous Services
1.1.1	Eligibility criteria:
(a)	<p><u>Composition of the firm</u></p> <ul style="list-style-type: none"> i) Particulars of the firm and their bankers as per Section VI. ii) Copy of the Memorandum and Articles of Association/Certificate of Incorporation/ Partnership Deed/ other relevant documents shall be submitted
(b)	<p><u>Registrations</u> Copy of PAN, GSTN Registration, Registration under Employee State Insurance Act (if applicable), PF registration (if applicable), registration under labour laws (if applicable) must be submitted as documentary evidence</p>
(c)	<p>The firm/tenderer must have experience of successfully completing similar works during last 5 years ending March 31, 2017 within the criteria given below:</p> <ul style="list-style-type: none"> a) Three similar completed works each costing not less than 40 % of the estimated amount of Rs.15 lakhs OR b) Two similar completed works each costing not less than 50% of the estimated amount of Rs.15 lakhs OR c) One similar work costing not less than 80% of the estimated amount of Rs.15 lakhs d) Details of work experience shall be supported by work orders. <p>The client-wise names of similar work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished as per Annex – I Client Reports (as per the format given in Annex II) showing the details of work carried out during the last 5 years must be enclosed in <u>separate sealed envelope</u> along with technical Bid.</p>

	<p>Note:</p> <p>i) In respect of Government Departments/Public sector Undertakings the certificate should be signed by the concerned Executive Engineer or an officer of an equivalent or higher rank.</p> <p>ii) In respect of Departments other than Government Departments/Public sector Undertakings apart from the certificates mentioned at i) above the TDS certificates matching with the payments related to the work executed shall also be enclosed.</p>
(d)	The details along with documentary evidence of previous experience if any, of carrying out works NABARD at any centre should also be given.
(e)	Should have annual turnover of Rs. 4.50 lakh or more during the last three financial years ending 31 st March 2017 Copies of the Income Tax Clearance Certificates/ Income Tax Assessment orders/ IT Returns along with latest audited final accounts of the business of the firm duly certified by a Chartered Accountant/certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.
(f)	The firm should have minimum work force of 15 employees having requisite qualification and experience for carrying out carpentry/plumbing/electrical/civil work. The Firm should furnish documentary evidence in support of their claim of having workforce of 15 and above on their payroll.
1.1.2	Tender Document can be obtained from NABARD, Lucknow or can be downloaded from www.nabard.org as given at 1.2 below.

1.2 Important Information: EMD and Tender document fee may be credited to NABARD's Current Account as per details given below:

Payee Name : NABARD

Current Account No. ; 555011000127

IFSC : KKBK0000141

Bank : Kotak Mahindra Bank Ltd.

Address : Shahnazaf Road, Lucknow –226001

Earnest Money Deposit (EMD)	EMD of Rs. 10,000/- by way of a <u>DD drawn in favour of NABARD payable at Lucknow</u> or by directly crediting to NABARD account through NEFT along with the Technical Bid
Cost of tender document	Rs 500/- by way of DD in favour NABARD <u>payable at Lucknow</u> or by directly crediting to NABARD account through NEFT
Date and place of issue of tender documents from office or downloaded from NABARD website www.nabard.org	From 17/08/2017 to 31/08/2017. DPSP, NABARD, UPRO, Lucknow or can be downloaded from NABARD website www.nabard.org

Date and place of Pre-Bid meeting	At 11:00 hrs on 24 August, 2017 at DPSP, NABARD, UPRO, 11, Vipin Khand, Gomti Nagar Lucknow to answer any queries / provide clarifications that the Bidders may have in connection with the work/tender and to give them relevant information regarding the same. No separate communication will be sent for this meeting. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price Bids (Part II).
Last date and place of submission of completed Bid	31/08/2017 up to 13:00 Hrs at DPSP, NABARD, UPRO, 11, Vipin Khand, Gomti Nagar Lucknow
Date and time of opening of Technical Bids	31/08/2017 at 15:00 Hrs
Date and time of opening of Financial Bids	Shall be intimated to all Bidders later after scrutiny of technical Bids
Commencement Date	As specified in the work order
Retention Money	Cash Deposit or Performance Bank Guarantee (Clause 4.11)
Power of Attorney	Shall be submitted in favour of the person signing the tender documents
Payment condition	Refer clause 4.6
Penalty	As specified in Section V
Validity of the tender	90 days from the date of opening of technical Bid
All disputes arising shall be subject to the jurisdiction	Lucknow
Address for submitting/ dispatching the tender/Bids	The Chief General Manager, NABARD, UPRO, 11, Vipin Khand, Gomti Nagar. Lucknow – 226010
Contact person for communication in connection with this tender	Name and Designation: Shri Gangadhar Singh Assistant General Manager Phone: 0522-2399168 Mobile - 7388030424

- 1.3** Chief General Manager, NABARD , Lucknow reserves the right to accept or reject any or all Bids without assigning any reasons and also reserves the right to relax any of the terms and conditions. No Bidder shall have any cause of action or claim against the Bank for rejection of his Bid.
- 1.4** All information submitted in response to this tender shall be the property of NABARD and it shall be free to use the concept of the same at its will.

Chief General Manager
NABARD, Lucknow

Section II - Form of Tender

Place:

Date:

Chief General Manager,
NABARD,
Uttar Pradesh Regional Office
11, Vipin Khand, Gomti Nahar
Lucknow – 226010

Dear sir,

Tender for awarding Annual Maintenance Contract for providing housekeeping and minor civil/electrical repairing services at (i) Senior Officers' flats at La-Place, Hazratganj (ii) Officers' colony at Sector D/S Sitapur Road, Aliganj (iii) Staff quarters at C-Block, Indiranagar and (iv) staff quarters at D-Block, Indiranagar, Lucknow

Having examined the requirements, conditions and schedule of quantities relating to the captioned work and having visited and examined the site of the works and also having acquired the requisite information relating thereto as involving the tender, I/We hereby offer to take up the Annual Maintenance Contract for providing the following maintenance services at (i) Senior Officers' flats at La-Place, Hazratganj (ii) Officers' colony at Sector D/S Sitapur Road, Aliganj (iii) Staff quarters at C-Block, Indiranagar and (iv) staff quarters at D-Block, Indiranagar, Lucknow at the rates mentioned in the attached schedule of quantities and in accordance with the conditions of the tender and conditions of contract attached hereto.

- Minor civil/electrical repairing services
 - Carpentry services
 - Electrical Maintenance
 - Plumbing
 - Housekeeping and maintaining general cleanliness
 - Sundry Miscellaneous Services
2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
 3. Should this Tender be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions of the Tender and in the event of any default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender document and the Articles of Agreement together with the written acceptance of the Contract.
 4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.

Dated this _____ day of _____ 2017.

For and on behalf of M/s

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed). Witnesses

(1) Signature with _____
name, address and date _____

(2) Signature with _____
name, address and date _____

Section III:

General instructions to Bidders

3.1	NABARD, Lucknow invites sealed Bids from eligible tenderers as mentioned at clause 1.1.1 for providing various maintenance services for an initial period of one year as per laid down contractual obligations. The contract can be extended further subject to satisfactory performance of the services provided and adherence to contractual obligations by the concerned firm/company. Eligible Bidders have to submit separate technical and financial Bid as per the Special Condition and NABARD's requirement specified in this document.
3.2	Tender Document:
3.2.1	Tender shall consist of this document having Eight Sections along with any annexures, schedules, addendum or corrigendum etc. issued by Reserve Bank of India for the purpose.
3.2.2	Bidders are advised to study all sections of tender documents thoroughly. Submission of Bid shall be deemed to have been done after careful study and examination of the tender documents with full understanding of its implications.
3.2.3	Tenderers are advised to use only the forms (tender books) issued by the Bank / forms or downloaded from the website. In case the tenders are submitted from downloaded tender forms from the website, if any change/modification thereto is found subsequently, such tenders are liable for disqualification. However, if they desire to submit additional information, they may do so on their own letter head/paper. Each page of the forms shall be signed and returned.
3.2.4	Eligibility criteria shall be as per clause 1.1.1 of the tender
3.3	Amendment to tender document
3.3.1	At any time prior to the deadline for the submission of Bids, NABARD may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the tender by an amendment.
3.3.2	The said amendment in the form of the addendum/ corrigendum will be posted on NABARD website www.nabard.org . The addendum (s) issued will form part of the tender documents.
3.3.3	In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the Bank may, at its discretion, extend the deadline for the submission of Bids.
3.4	Preparation of Bid : Tender in prescribed form shall be submitted in two parts (two separate and distinct envelopes)
3.4.1	Technical Bid

	Part-I of the tender will contain Bank's standard technical and commercial conditions for the proposed work, tender's covering letter and the EMD 2% of the estimated amount/Bank Guarantee be sealed in one cover, super scribing Part-I Tender for awarding Annual Maintenance Contract for providing housekeeping and minor civil/electrical repairing services at (i) Senior Officers' flats at La-Place, Hazratganj (ii) Officers' colony at Sector D/S Sitapur Road, Aliganj (iii) Staff quarters at C-Block, Indiranagar and (iv) staff quarters at D-Block, Indiranagar, Lucknow
(i)	Sections I to VIII are the part of technical Bid. All the sections must be signed by the Bidders.
(ii)	Bidder must fill all the details specified in various sections.
(iii)	EMD shall be part of Technical Bid. The amount of EMD is as given above.
(iv)	The tender documents must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.
3.4.2	Financial Bid: Part-II of the tender will contain no conditions but Bank's schedule of quantities and tenderer's price Bid only and be sealed in a separate cover, superscribing Part-II. Tender for awarding Annual Maintenance Contract for providing housekeeping and minor civil/electrical repairing services at (i) Senior Officers' flats at La-Place, Hazratganj (ii) Officers' colony at Sector D/S Sitapur Road, Aliganj (iii) Staff quarters at C-Block, Indiranagar and (iv) staff quarters at D-Block, Indiranagar, Lucknow
(i)	Currency of Bid: Bid prices shall be quoted in Indian Rupees only. These prices should include all costs associated with the work including any out of pocket / mobilization expenses, all taxes, charges, levies, cess, insurance, transportation, entry taxes, Labour, other Govt. Taxes etc.
(ii)	Any correction in the amount should be authenticated by the Bidder.
(iii)	The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.
(iv)	The Bidder should ensure that all columns of the price schedule may be duly filled and no column is left blank. After opening of the price Bid, no clarifications whatsoever shall be entertained by NABARD.
(v)	If any columns of the price schedule are found blank than the tender of the respective Bidders shall be treated as non-responsive, and will be summarily rejected by NABARD and further EMD shall be forfeited/Bank Guarantee shall be invoked .
3.4.3	It will be imperative on each Bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price shall be entertained, on account of any local condition or factor once the offer of NABARD is accepted by the Bidder.

3.5	Bids shall remain valid for acceptance by NABARD for the period indicated in clause 1.2 . This period may be further extended, if required, by mutual consent.
3.6	Earnest Money Deposit (EMD) / Bid security :
3.6.1	The Bidders shall enclose EMD (in form of DD) / remittance through NEFT with their Bid for an amount indicated in <u>Clause 1.2</u> of Notice Inviting Bids
3.6.2	EMD shall be in form of a <u>Demand Draft in favour of NABARD payable at Lucknow</u> and shall be submitted in a separate envelope super scribed “Bid Security for “ (as mentioned in clause 1.1) ”. No interest on EMD shall be paid.
3.6.3	Bids not accompanied by EMD shall be treated as nonresponsive, and will be summarily rejected by NABARD.
3.6.4	The EMD/Bank Guarantee of unsuccessful Bidder/s shall be discharged/ returned by RBI after award of work to successful Bidder.
3.7	EMD shall be forfeited if the Bidder:
(i)	makes misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria; or
(ii)	leaves blank the column of the financial Bid
(iii)	withdraws his Bid during the period of Bid validity, or
(iv)	has been blacklisted by any government agency and the blacklist is still in force.
3.8	Procedure for Submission of Bids
	It is proposed to have a Two-Cover System for this tender. Separate sealed covers of Technical Bid and Financial Bid in duplicate, will further be sealed in another envelope(s) and addressed to the Chief General Manager, NABARD, DPSP, UP Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow – 226010.

	NABARD will receive the sealed tenders, in the manner described above, up to 1300 Hrs on 31 August 2017. Part-I of the tenders will be opened at 1500 hours on 31 August, 2017 in the presence of the authorized representative of the tenderers who choose to be present. Part-II of the tender will be opened on a subsequent date, which will be intimated to the tenderers in advance
3.8.1	Technical Bid
(a)	Technical Bid (Section I to Section VIII) in one cover superscripting “ (as mentioned in clause of 1.1) ” and date of opening”.
(b)	Please note that prices should not be indicated in the Technical Bid.
(c)	EMD shall be part of Technical Bid and shall be submitted in separate envelope superscribed “Bid Security for (as mentioned in clause of 1.1) ”
3.8.2	Financial Bid
	Financial Bid in one cover superscripting “Financial Bid- (as mentioned in clause of 1.1) ”. Please note that any conditions should not be indicated in the Technical Bid.
3.8.3	Both the Technical Bid Cover and Financial Bid Cover prepared as above are to be kept in a single sealed cover superscripted with tender for (as mentioned in clause 1.1) .
3.8.4	All the covers should also indicate clearly the name and address of the Bidder .
3.8.5	If on opening the single sealed cover, it is found that the Technical Bid and Financial Bid have <u>not</u> been put in separate cover, the Bid will be liable to be rejected.
3.9	No conditional/optional quote shall be accepted.
3.10	Bidders shall not be permitted to alter or modify their Bids after receipt of Bids.
3.11	Receipt of Bids
	The sealed Bids will be accepted till the schedule time and date as referred to in refer clause 1.2 . Alternatively, the Bids may be sent by Registered Post/Speed Post/ Courier addressed to the Chief General Manager, NABARD, DPSP, UP Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow - 226010 so as to reach him before the scheduled last day and time. The Bids received thereafter shall not be entertained.
3.12	Opening of Technical Bid
	The Technical Bids will be opened on the scheduled time and date as referred to in clause 1.2 at DPSP, NABARD, UP RO, 11, Vipin Khand, Gomti Nagar, Lucknow. The Bidders or their authorized representatives may be present, if they so desire.
3.13	Scrutiny of Technical Bid
3.13.1	The Technical Bid shall be evaluated as per the procedure indicated in special condition of contract (section IV).
3.13.2	After evaluation of the Technical Bids, the short-listed Bidders will be intimated to all the Bidders. The decision of the Committee on technical suitability of the offer shall be final and shall not be open for discussion.
3.14	Opening of Financial Bid

	The financial Bids of the short-listed Bidders will be opened later and such short-listed Bidders will be intimated about the date and time accordingly. The short-listed Bidders or their authorized representatives may remain present, if they so desire.
3.15	Scrutiny of Financial Bid
	The Financial Bid shall be evaluated as per the procedure indicated in special condition of contract (Section IV).
3.16	NABARD has Right to vary quantities at the time of placement of Work Order/signing of Contract or split the order among the selected Bidders.
3.17	NABARD may obtain reports on the past performance of the tenderer from his clients and bankers. NABARD shall evaluate the said reports before opening of the Part-II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers report are found unsatisfactory, NABARD reserves the right to reject his offer even after opening of Part-I of the tender and EMD shall be returned back to him as it is. NABARD is not bound to assign any reason for doing so.
3.18	NABARD reserves the right to accept any Bid and to reject any or all Bids
	Notwithstanding anything mentioned above, NABARD reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. NABARD may not assign any reason for rejection of any or all Bids. NABARD reserves the right to cancel/annul the selection process, at any stage prior to the award of the contract on account of the following:
(a)	in case no Bid is received
(b)	occurrence of any event due to which it is not possible to proceed with the selection process
(c)	an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition and transparency of the selection process,
(d)	any other reason, which in the opinion of NABARD necessitates the cancellation of the selection process

(i)	On occurrence of any such event, NABARD shall notify all the Bidders within 7 days or any reasonable time of such decision. NABARD shall also promptly return the Bid security submitted by the Bidders within 15 days or any reasonable time of issue of such notice. NABARD is not obligated to provide any reason or clarification to any Bidder on this account. Liability of NABARD under this clause is restricted to returning the Bid security and no other reimbursements of costs/ expenses of any type shall be made by NABARD on this account.
(ii)	NABARD further reserves the right to re-tender the process or get the work done by a Government agency or Quasi Government agency if NABARD is of the opinion that the Bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.
3.19	Disputes
	All disputes arising shall be subject to the jurisdiction of the appropriate court indicated in Clause 1.2 and will be governed by the relevant statutory provisions in force in India
3.20	<u>Minimum wages</u>
(a)	Rates quoted by the firm should be in accordance with the Contract Labour Act 1970 / Minimum Wages Act. Tender having quoted rates below the prescribed rates will be rejected. The firm shall ensure payment of minimum wages to the workmen employed by they/them through NEFT to their bank account/s and shall maintain a register of wages and shall issue a wage slip to every workman employed by they/them and obtain their signature or thumb impression on the wage slips. In addition, they have to provide essential amenities like drinking water, first aid facility etc. to their employees as per Contract Labour Act 1970. Salary of the employees shall be disbursed through NEFT only to their bank account and a copy of the NEFT payment shall be produced with the bill to be submitted to NABARD for payment to the Vendor.
(b)	The firm has to give undertaking on Non Judicial Stamp Paper of applicable value before the award of the work that he undertakes to actually pay wages to all the labourer of all descriptions to be engaged by him for completion of that particular job/work at the rate which is not less than the one prescribed under minimum wages under CLRA Act and also keep the Principal Employer indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.
(c)	The firm shall indemnify and keep indemnified NABARD against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The firm only shall be responsible for liabilities, if any, in this regard.
(d)	NABARD may also insist, if necessary, the firm for bank account payment of labours and he will furnish the bank account details of engaged labours as proof of payment on enquiry.

3.21	<p>Insurance: The successful tenderer shall take “all risk policy” for the contract value and workmen compensation policy for the workers engaged in the work. The firm shall indemnify NABARD for any loss or damage that occurs to persons or building or third party while executing the work. <u>Third party liability in firms all risk policy shall be minimum Rs. 2 lakh per person for any one accident or occurrence and 5.00 lakh in respect of damage to property for any one accident or occurrence.</u></p> <p><u>Note :These policies shall be valid till the completion of the work. If the firm does not provide these policies, NABARD reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the firm.</u></p>
3.22	<p>Signing of Contract Agreement</p> <p>The General instructions to the tenderers and special conditions, conditions hereinbefore referred to, Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between NABARD and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer. On receipt of intimation from NABARD of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within 14 days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by NABARD of a tender in itself will constitute a binding agreement between NABARD and the person so tendering, whether such contract is or is not subsequently executed.</p> <p>The cost of necessary stamp paper (Rs.100) for execution of the agreement shall be borne by the Bidder. The format of Articles of Agreement is provided at Section IX.</p> <p>The successful Bidder shall not sublet any portion of the contract except with the written consent of NABARD. In case of breach of these conditions, NABARD may serve a notice in writing on the Firm rescinding the contract whereupon the security deposit shall stand forfeited to NABARD, without prejudice to his other remedies against the Firm.</p>
3.23	<p>Right to Accept Part Tender: NABARD reserves the right to accept the tender either in whole or in part.</p>

Place: (Signature of the Bidder with stamp)

Date: (Name)

Section IV: Special Condition of the contract

4.1.	Techno Financial Evaluation of Bids- Techno-Financial bids will be evaluated as per the description given in Section VIII
4.1.1	Technical Bid :
	NABARD would examine and evaluate received Technical Bids, as per the proposal submitted by the Bidders in line with NABARD's requirement mentioned at Section V and Section VIII of Scrutiny of Offers. All the Bidders who secure 60% marks in technical evaluation are eligible for opening of Financial Bid. Technical Evaluation Matrix is given in Annx. III
4.1.2	Financial Bid :
(a)	Financial Bid will also be evaluated on the basis of quoted cost of works as per the scope of works for providing the required complement of skilled/unskilled and supervisory personnel set out in this tender and carrying out the work as specified in Section V and Section VIII of Scrutiny of Offers.
(b)	If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless NABARD feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
(c)	If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
(d)	If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clauses 'b' and 'c' above.
(e)	In case for any item rate is not filled / found blank, NABARD shall take highest quoted rates among the Bidders for evaluation for such item rates. However, lowest quoted rate shall be payable to Bidder for such item, in case the Bidder is declared as lowest Bidder.
(f)	If there is any arithmetical error in totaling of individual items, the correct total shall be computed by NABARD and the same shall prevail.
4.2	Renewal of contract
	The service contract shall be valid upto 31 March, 2019 and it may be further renewed with mutual consent

4.3.1	<p>Non-disclosure</p> <p>The Firm shall not disclose directly or indirectly any information, materials and details of NABARD's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Firm during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Firm shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under the contract or to comply with applicable laws. The Firm shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of NABARD. The Firm shall indemnify NABARD for any loss suffered by it as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Firm and NABARD shall be entitled to claim damages and pursue legal remedies. The Firm shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Firm's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>
4.3.2	<p>Firm shall provide identity cards to his/her employees or agents who shall be doing the subject job at the NABARD 's premises. All the employees and agents should bear the identity card for all the times they are working in NABARD 's premises.</p>
4.4	<p>The Firm shall obtain Police Verification Report on character and antecedents of its personnel and other details relating to age, educational qualification, name and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in NABARD's Premises.</p>
4.5	<p>Penalty</p> <p>As specified in Section V of the tender for the complaints. If deployed persons as mentioned in Section II (A) have not attended the duty in any of the duty hours, the penalty will be deducted from the bill and it will be double the amount paid by the bank i.e. monthly service contract charges x 2/30 days.</p>
4.6	<p>Payment Conditions:</p> <p>The charges quoted will cover the cost of manpower deployed, material used (as specified in Section VI) and machinery/equipment, deployed for efficient rendering of services and shall be payable on monthly basis subject to submission of invoice. The payment thereon will be made after the same is duly certified by the NABARD's Officers that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.</p> <p>Salary of the employees shall be disbursed through NEFT only to their bank account and a copy of the NEFT payment shall be produced with the bill to be submitted to NABARD for payment to the Vendor.</p>

4.7	<p>Force Majeure: The Bidder shall not be liable for forfeiture of its EMD, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc. NABARD will decide whether delay or failure on the part of the Bidder was the result of an event beyond his control or not. The decision of NABARD in this regard should be final and binding on the supplier and will not be open to question before any court / forum in any proceedings.</p>
4.8	<p>Termination for Default</p>
4.8.1	<p>NABARD may without prejudice to any other remedy for breach of Contract, by Seven Days (07) days written notice of default sent to the Bidder and upon the Bidder's failure and neglect to propose and/or execute any corrective action to set right the default, terminate this Contract in whole or in part:</p>
(i)	<p>If the Bidder fails to deliver any or all of the items of work as specified in the Tender document within the time period(s) specified in the Contract; or</p>
(ii)	<p>If the Bidder fails to perform any other obligation(s) under the Contract.</p>
4.8.2	<p>On termination of the Contract for default, the EMD of the Bidder will be forfeited.</p>
4.8.3	<p>On termination of the Contract for default, action will be taken to blacklist the Bidder.</p>
4.8.4	<p>NABARD has right to go to court of law in case of breach of the terms and conditions as specified in the tender document.</p>
4.8.5	<p>Termination for Insolvency: NABARD may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which NABARD is or will be entitled to take or seek.</p>
4.9	<p>Termination of Contracts by the Bidder If payment of the amount payable by the Employer / Bank under certificate shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Bidder/Bidder to NABARD, or if NABARD interferes with or obstructs the issue of any such certificate, or if NABARD shall repudiate the Contract, or if the works be stopped for three months under the order of NABARD's Competent Authority or by any injunction or other order of any Court of Law, then and in any of the said cases, the Bidder shall be at liberty to determine the Contract by notice in writing to NABARD and he shall be entitled to recover from NABARD, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.</p>

4.10	<p>Patents: The Bidder shall indemnify NABARD against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.</p>
4.11	<p>Security Deposit: On award of contract, the successful tenderer shall deposit an amount equal to 5% (five percent) of the contract value in the form of a Security Deposit. This security deposit shall be valid for the entire contract period. All compensation or other sums of money payable by the Firm to NABARD under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the firm deposits such amounts in cash within ten days of issue of demand notice by NABARD.</p>
4.12	<p>Adherence to Safety Code:</p>
	<p>The successful Bidder will have to adhere to the safety code as detailed below:</p> <ul style="list-style-type: none"> First-aid appliances/kits with, among other adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place. a) The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization. b) Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground. c) No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra labour shall be engaged for holding the ladder. d) The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary minimum height shall be one metre. e) Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre. f) No floor, roof or other part of the structure shall be as over-loaded with debris or materials as to render it unsafe. g) Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar, chemical shall be provided with protective footwear and rubber hand-gloves. h) Those engaged in welding works shall be provided with welder's protective eye-shields and gloves. i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint. j) Suitable face masks should be supplied for use by the workers when

	<p>the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.</p> <p>k) Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.</p> <p>The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defect</p>
<p>I/We hereby declare that I/We have read and understood all the above instructions/conditions and the same will remain binding upon me/us in case the above mentioned Contract is entrusted to me/us. I/we also note that this letter will form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.</p> <p>Place: (Signature of the Bidder with stamp)</p>	
Date :	Name

Section V

Scope of the work:

5.1 The services as detailed below will be required to be rendered at (i) Senior Officers' flats at La-Place, Hazratganj – 15 flats (ii) Officers' colony at Sector D/S Sitapur Road, Aliganj – 36 flats (iii) Staff quarters at C-Block, Indiranagar – 54 flats and (iv) staff quarters at D-Block, Indiranagar, Lucknow – 20 flats

5.2 Carpentry works:

Contract shall broadly include the following:-

- a) To attend day to day maintenance of all kind of carpentry work complaints received from the residents of colonies.
- b) Removing and re-fixing the loose hardware items with necessary screws, shifting of name plates.
- c) Replacement of worn out wooden beading, any wooden membranes and any damaged hardware fitting.
- d) Replacement of broken glass panes of door and window shutters.
- e) Any other carpentry related works as directed by the Engineer in charge.

5.3 Electrical works:

The scope of services to be rendered under the contract shall broadly include the following:-

- a) Daily Checking and preventive Maintenance of Diesel Generator Sets, Transformers, OCBs, ACBs and all Power Panels.
- b) Attending to day to day maintenance of electrical complaints received from Guests of VOF and residents of flats.
- c) Checking and preventive maintenance of DG Sets of colonies.
- d) Checking and recording the data of energy consumptions, Diesel consumptions and operating hours of DG Sets shall be recorded in **Log Books**.
- e) Attend to day to day maintenance of electrical complaints of all equipments received from the residents of colonies.
- f) Liaison with local authorities of electric supply, water supply, fire authorities, drainage and sewage system etc. for reporting failures in case of emergencies.
- g) Checking and Maintenance of all the water pumps and motors of staff quarters.
- h) Servicing of Exhaust and ceiling fans **once in a year**.
- i) Quarterly Preventive maintenance of all the switches, MCBs, fuses, cable terminals. Meter panels, Sub Power Panels etc. in all the flats, staircase, street lights, pump room etc. **through the same electrician & helpers** after thorough checking of the entire system including insulation. This includes the corrective measures in the defective/ loose terminals at both campus and staff quarters and shall be recorded in register.
- j) Maintenance of lights/ fans etc. in the Bank's staff quarters / residential colonies at Lucknow including pathway lights, common area lights etc.
- k) Regular checking of cables, ceiling fans, geysers, UPS and battery, energy meter panels etc. complete. Checking and noting **half yearly** insulation resistance test of conductor with earth, earth loop test, polarity test measurement of all installations in the premises.
- l) Checking the starter connection for tightness on routine basis.

- m) Checking of the pump motor and its panel switch gears, street lights and periphery Lightings and if required, make it good immediately.
- n) Daily work of pumping of water and switching-on/off of common lights in colonies

Special Conditions:

1. The contract should include preventive & breakdown maintenance of all installations of campus & staff quarters through the same electricians & helpers.
2. The contract should include consumable material i.e. Gland packing, cleaning material, oil, grease, rubber gasket and nut bolts etc. in case of preventive maintenance works.
3. In case of overhauling/rewinding/repairing of different type of pump set only material/spares/transportation cost will be borne by the Bank. Quoted rate should include labour charges will be paid for removing, disconnection, taking out, pulling out pump set (from water tank) and reinstallation work.
4. The contract amount should include of all necessary tools, Drill machine, Mucker, Earth Mucker, cotton waste, grease, petroleum jelly, insulation tape, CTC etc.
5. Whenever a particular equipment goes out of order, the fact shall be brought to the notice of the Bank's Electrical Engineer immediately. If the material is required to be replaced, material may be issued by Electrical Engineer available in stock. If material is not in stock the estimated cost shall be furnished to the bank's authorities in advance before proceeding with work over phone or any mode. On approval, repair/replacement work shall be taken up immediately and completed within shortest time possible.
6. The contractor should provide his phone/mobile number to Bank on which he is available round the clock and can be accessed at 24 x 7hrs in the emergency.
7. Contractor Electricians and helpers shall have duty timings as per the schedule are as directed by the Bank's Engineers time to time.
8. The contractor shall furnish bio-data along with passport size photograph of the person deployed for the work .in case of absence of regular electrician /helper an alternative person shall be authorized by the contractor to carry out the maintenance work with the contractor's signature duly authenticated.
9. A register shall be maintained by the contractor for routine/preventive maintenance work. The register shall be produced to the Bank's Engineer once in a month.
10. The contractor should take the workman compensation policy for the actuals no. Of workmen (Electrician and helpers) to be deployed at site in the joint names (Bank's name should be mentioned first) before commencement of work.
11. The service contract charges will be inclusive of insurance charges etc.
12. Bank will not be responsible for any additional claim i.e.: tax/insurance charges/any charges arised due to accident/mishappening.
13. The amount claimed by the contractor for the service contract will be inclusive of liaison charges with UPPCL for getting the electrical work clearance if any during the convey of contract.
14. The electrician will attend the complaint which are not advised but required for safety after getting the prior approval from the Bank's officials.

5.4 Plumbing works: The scope of services to be rendered under the Contract shall broadly include the following:-

- (a) Attending to day-to-day maintenance of sanitary and plumbing complaints received from the residents of colonies and office.
- (b) Removal of trees/vegetation etc. from drainage lines/ water supply pipes, gully traps, nahani traps, manholes/grease chambers, bottle traps, kitchen

sinks, wash basins, urinals, WCs, Bidets and bath tubs etc. If removal and refixing of the connecting pieces, taps, stop cock, valves any CI/oil pipes and fittings such as Eye plug, etc. are required the same will have to be done without claiming any extra charges.

- (c) Cleaning the grease chambers, gully traps, man-holes, waste and drainage lines by removing debris, sludge etc. to have smooth flow of drainage in lines. The treatment may have to be carried out whenever required and should include removal of debris, sludge etc. out of the premises
- (d) Keeping the rain water outlets on terraces, canopies, free of debris, foreign materials, etc. to ensure quick flow of water from terraces etc.
- (e) Replacement of washers including the cost of washers for bib taps, pillar taps, stop cocks, rubber gaskets for flushing cisterns and plunger washers for low level flushing tanks.
- (f) Repairing of flushing systems CI/PVC/any other make porcelain, fordham including removal of siphons, bells, float valves, provision of cotter pin plunger washers, nut and bolts for siphon , 'S' hooks, nakucha for the Ballcock etc. including removal and refixing of tans with new accessories of appropriate sizes mentioned above and making flushing tank in working condition.
- (g) Disconnecting and reconnecting plumbing connection in case of water heaters, geysers, boilers, coolers, elect. gadgets, whenever such elect. Gadgets are required to be replaced/repared.
- (h) Cementing of joints of various drainages lines, gaps between wash basins, sinks and that of walls, pointing of joints of tiles of floors and dados, cementing of loose tiles, floors and dados, including refining the same with white cement and matching pigment.
- (i) Disconnecting and reconnecting suction and delivery connection of water pumps whenever the pumps are required to be taken away for repairs/replacement. Removal of air locks from suction lines/delivery lines as and when required.
- (j) Refining of loose fixtures and fittings including supporting brackets such as wash basins, sinks, flushing cistern, drain boards, towel rods, mirrors, glass shelves, soap holders, nahani traps, gratings and any other fixtures and fittings as existing in the properties including removal of existing fittings/fixtures without causing any damage. Grouting of new wooden gutties in cement mortar and refixing with new screws; removing where necessary.
- (k) All installation will be routinely checked and preventive maintenance will be provided whenever necessary.
- (l) The weekly off or leave of each employee shall be adjusted by the firm by providing leave reserve quota without hampering shift.
- (m) Scientifically cleaning underground and overhead water tanks at four residential colonies. Cleaning shall be done once in six month or as directed by the Bank's Engineer.
- (n) Operation of water pumps and ensuring that clean water is available in each tap installed in flats/ colony.

5.5 **Civil Work:** The firm has to carry out minor civil work and repair work four residential premises located in Lucknow (repairing of pathways, walls, shades, plastering etc.) as directed by the AGM/ Engineer of DPSP.

5.6 **GENERAL CLEANLINESS AND HOUSEKEEPING WORK**

1. Cleaning including sweeping /mopping / wet-cleaning of floors / removal of cobwebs of entire common area of the flats/ colonies daily.
2. Cleaning of all toilets of each flat once in a week.
3. Sweeping of all staircases - daily - mopping / wet cleaning (Twice Daily) scrubbing Bi- weekly.
4. Weekly Cleaning of roof terrace
5. Sweeping of open area daily.
6. The garbage is to be collected from each flat on daily basis and should be disposed at appropriate place approved by the Lucknow Municipal Corporation.
7. Pruning of overly grown plants and removing of wild plants grown on roofs, walls or anywhere in the colony
8. Any other related work on need basis.

5.7 **Sundry Miscellaneous Services:** These services are to be provided by the firm e.g. shifting of inventories, dead stock articles or anything from one flat/ location to another, etc. and other support services as and when instructed by NABARD. The work will be supervised by our officers. The bills regarding the work may be submitted to NABARD.

5.8 Shifting of articles from one place to another, cleaning of glass sheets etc.

5.9 Complaints registered by the resident/employee in the complaint book maintained with the Care Taker / DPSP will be routinely checked daily and all complaints will be attended promptly. After satisfactory completion the signature shall be obtained from respective resident or their representative for the residential premises and from Care Taker in cases of common areas and vacant flats. Firm is required to give prompt service. Firm shall complete the complaint lodged in complaint book shall be completed generally in same day. However, for major repair work, firm shall complete the job as directed by AGM, DPSP. In case of inordinate delay beyond the stipulated time, AGM has a right to levy a penalty of Rs. 200/- per day for each unattended complaint. Alternatively, NABARD may engage another firm for attending the pending complaint and deduct such amount from the bills payable to the firm.

5.10 The rates quoted indicated in this section, shall include cost of (i) Necessary tool and (ii) Consumables like tape, washer, nuts, bolts, nails etc. glands/thimbles

5.10.1 Electricity and water shall be given to firm at nearest available point free of cost by NABARD. Work shall be carried out at all lifts and height; no extra payment shall be paid for scaffolding etc.

5.10.2 The entire work shall be carried out as per the specification as mentioned and as directed by the AGM, DPSP.

- 5.10.3** The material which is to be replaced shall be paid separately as per the schedule of rates or standard Approved rates or as per prevailing market rate+15% profit and rate shall be inclusive of additional manpower in completion of work respectively. Alternatively NABARD may choose to make the materials available to the firm at its own cost and the contractor shall carry out the work using manpower.
- 5.10.4** The firm shall make arrangement for providing need-based helper for the carpenter, electrician and plumber.

Signature of Bidder with stamp/Date

Section VI: Details of Bidders

6.1. Particulars of Firm -

Sr. No.	Particulars	To be filled by Bidder
1.	Whether sole proprietorship or partnership firm or company	
2.	Names of the proprietor/ partners / Directors of the firm	
4.	Address of the Firm	
	Telephone /Mobile	
	Email	
	Fax	

6.2 The details of firm's banker:

Sr. No.	Particulars	To be filled by tenderer
1	Name of the Bank	
2	Branch Address	
3	IFSC Code (cancelled cheque may be enclosed)	
4	Telephone and fax number	
5	Name of the contact person	
6	Amount of credit facility / overdraft facility enjoyed by firm from the Bank	
7	The period from which the firm has been banking with Bank	
8	Bank Account Number (must be a current account)	
9.	Type of A/c	
10	Account Holder Full Name	
11	Permanent Account Number (PAN).	
12	GSTN	

I/we hereby agree and confirm to disburse the salary of the employees through NEFT directly into their bank account and also accept the payment in respect of the above works, if awarded to our firm/company, through NEFT.

Signature of Bidder with stamp/date

Section VII

Financial Conditions

Estimated cost of Work is Rs. 15.00 Lakhs

Sr. No.	Description	NABARD's Terms	Acceptance of NABARD's terms (YES/NO)
1	Validity of Tender	90 days	
2	EMD	Rs. 10,000/- (Rupees ten thousand) by way of a DD drawn in favor of NABARD, Lucknow along with the Technical Bid.	
3	Terms of payment	Payment shall be made on Quarterly basis subject to submission of invoice. The payment thereon will be made after the same is duly certified by NABARD's Officers that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.	
4	Scope of work	As per specifications in Section V of the tender	
5	Penalties	As specified in Section V of the tender	

Place

Date

Seal of the firm

Signature of Bidder

Name:

Designation:

Section VIII: Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

(a) Eligibility Criteria:

NABARD will first scrutinize the eligibility of the Bidders as per “qualification criteria” (Refer para. 1.1.1) of the Section – I of the Tender Document. The decision of NABARD in this regard shall be final and no further correspondence in this regard will be entertained.

Proposals meeting all the “qualification criteria” will then be assessed and scored against the Technical Evaluation criteria (Refer Annex V)

(b) Technical Evaluation:

NABARD will scrutinize the offers and evaluate the technical Bids based on the evaluation matrix given in Annex. The Bidders who secure 60 and above marks in evaluation matrix will qualify in Technical Evaluation

The Bidders who qualify in Technical Evaluation will only be short listed for Commercial Evaluation. The decision of NABARD in this regard will be final.

(c) Final Evaluation:

There would be a weightage of 60% to the Technical Evaluation score and 40% for the Financial Bid. The maximum marks (total score) for Technical Evaluation and Financial Bid would be 100. It would be normalized as under for each Bidder:-

$$\text{Total Score} = 0.6 \times T(s) + 0.4 \times F(s)$$

Where;

$$F(s) = (LP / BP) \times 100 \text{ Where:}$$

- T(s) stands for Technical Evaluation score out of 100 for the Bidder.
- F(s) stands for percentage of a Bidder's Commercial price compared to the lowest quoted price among the Bidders whose Financial Bids are opened.
- BP stands for Bidder's price.
- LP stands for lowest price among all the Bidders.

The proposals will be ranked in terms of Total Scores arrived at as above. The proposal with the highest Total Score will be considered first for award of contract and will be invited for contract finalization. If there is a tie on the total score, the tie shall be broken by considering the higher technical score.

(d) Financial Evaluation:

NABARD will open and scrutinize the Commercial offers of the technically qualified Bidders only. The Financial Bids will have to be submitted in the format as per Part II. Financial Bids should not have any alteration or overwriting. NABARD may reject or load the financial implication of any alteration, if found in the Financial Bid submitted by the respective Bidder. The calculation arrived by NABARD will be final and will be binding on the Bidders

The Financial Bid of the technically short-listed Bidders will be opened and the Bidders will be ranked as L1, L2, L3, etc. on the basis of their prices offered (final offered price will be calculated on the basis of the instructions contained in this document in this regard).

Section IX

Articles of Agreement

This Agreement made on this _____ day of _____ between NABARD, having its Regional Office at 11, Vipin Khand, Gomti Nagar, Lucknow – 226010 (Hereinafter referred to as the "**Bank**") which expression shall unless it is repugnant to the context or meaning thereof deemed to include its affiliates, successors and assigns of the ONE part *and* M/s _____, having its office at _____ (hereinafter referred to as the "**Firm**") which expression shall unless it is repugnant to the context or meaning thereof deemed to include his heirs, representatives, administrators and assigns of the OTHER part.

Whereas the firm is carrying on the business of providing personnel for housekeeping and minor civil/electrical repairing services at four staff quarters at at (i) Senior Officers' flats at La-Place, Hazratganj (ii) Officers' colony at Sector D/S Sitapur Road, Aliganj (iii) Staff quarters at C-Block, Indiranagar and (iv) staff quarters at D-Block, Indiranagar, Lucknow for a period upto 31 March 2019 from the date specified in the contract has adequate experience in such jobs for rendering such services.

And whereas NABARD is desirous of availing services of the firm for the purposes as

indicated in the tender dated -----

And whereas the NABARD and firm are desirous of recording the terms and conditions under or upon which the said services are to be rendered by the firm.

NOW IT IS HEREBY AGREED BY AND BETWEEN NABARD and the firm HERETO AS FOLLOWS

1. This agreement will come into effect from -----and will remain in force up to -----or until it is terminated as per the terms herein after contained.
2. The quoted charges of Rs. _____ covering the cost of manpower deployed and machinery/equipment used for efficient rendering of services shall be payable on monthly basis subject to submission of invoice.

The payment thereon will be made after the same is duly certified by NABARD's officials to the effect that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.

3. The above charges are firm and not subject to labour conditions, exchange variations or any other condition whatsoever.

4. **The above charges shall include Insurance charges and any other tax (excluding Service Tax) and duty or other levy, whether existing or levied in future by the Central Government or any State Government or any Local Authority. Service tax will be paid as per actual.**

5. All requisite maintenance articles/equipment and material will be provided by the firm. Whereas the replacement cost of the material shall be paid separately as per clause 5.9.3 of the tender.

6. The firm shall be responsible for providing services on regular basis as per the terms and conditions of the tender and as per the scope of work and services to be rendered as mentioned in details under Conditions of contract tender.

7. The firm shall ensure payment of minimum wages to the workmen employed by him/them shall maintain a register of wages and shall issue a wage slip to every workman employed by it and obtain their signature or thumb impression on the wage slips. In addition, he/they has/have to provide essential amenities like drinking water, first aid facility etc. to its employees as per Contract Labour Act 1970. The firm/ firm has to give undertaking on Non Judicial Stamp Paper of applicable value before the award of the work that he undertakes to actually pay wages to all the labourer of all descriptions to be engaged by him for completion of that particular job/work at the rate which is not less than the one prescribed under minimum wages under CLRA Act and also keep the Principal Employer indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities. Firm shall submit along with his monthly bills a copy of the receipts of the wages paid to the workers failing which their bill will not be settled.

8. The firm shall be in possession of all the relevant documents, if any, like license as contemplated under Contract Labour Act 1970 or any other law as applicable which shall be shown to the relevant authorities as and when required, failing which he alone would be responsible for actions/ proceedings ensuring thereto. NABARD shall not be held responsible for acts, commissions or omissions of the firm and shall in no way be made liable to the labourers engaged by the Firm.

9. The firm shall indemnify and keep NABARD indemnified against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The firm only shall be responsible for liabilities, if any, in this regard. In witness thereof, the parties hereto have subscribed their respective hands hereto and on a duplicate hereof on the day and year hereinabove first mentioned.

10. In case any deficiency in services or any complaint remaining unattended NABARD may impose penalty as contained in Section V of the tender.

11. The Firm shall not disclose directly or indirectly any information, materials and details of NABARD's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Firm during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Firm shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Firm shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of NABARD. The Firm shall indemnify NABARD for any loss suffered by NABARD as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of

contract on the part of the Firm and NABARD shall be entitled to claim damages and pursue legal remedies.

12. The Firm shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Firm's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

TERMINATION OF AGREEMENT

13. Without prejudice to what is contained hereinabove, NABARD shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if

- a. in the opinion of NABARD (which shall not be called in question by the firm and shall be binding on the firm) the firm fails or refuses to implement this agreement to the NABARD 's satisfaction and/or
- b. the firm commits a breach of any terms and conditions of this agreement / tender and/or
- c. the firm is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of firm and/or
- d. for any reason whatsoever, the firm becomes disentitled in law to perform his obligations under this agreement and/or
- e. there is any variation in the ownership/partnership or management of the firm or his business without the prior approval in writing of NABARD to such variation.

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

ARBITRATION

15. If any dispute, difference or question shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/Panel of Arbitrators shall be final and binding on both the parties. Further such disputes, difference or questions, if any, shall be deemed to have arisen at Lucknow and only courts in Lucknow shall have jurisdiction to determine the same. The venue of arbitration shall be at Lucknow.

That the several parts of this Contract have been read by the Firm and fully understood by the Firm.

If the Firm is a partnership or an individual	IN WITNESS WHEREOF the Employer and the Firm have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.
If the Firm is a company	IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorised official and the Firm has caused its common seal to be affixed hereunto and the said two duplicates

	hereof to be executed on its behalf, the day and year first hereinabove written.
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I/we hereby agree and confirm to disburse the salary of the employees through NEFT directly into their bank account and also accept the payment in respect of the above works, if awarded to our firm/company, through NEFT.

Signature Clause:

SIGNED AND DELIVERED by NABARD, Lucknow

(Name and Designation)

In the presence of -

Witnesses –

1. _____

Address

2. _____

Address

If the Firm is a partnership or an individual

SIGNED AND DELIVERED BY _____

Witness -

1. _____

In the presence of -

Address _____

2. _____

Address _____

THE COMMON SEAL OF _____

was hereunto affixed pursuant to the resolutions passed by its
Board of Directors at the meeting held on

In the presence of - Witness

1. _____

2. _____

If the Firm signs under _____ Directors who have signed these presents in common
seal, the signature _____ token thereof in the presence of _____ clause should tally with
the
sealing clause in the articles of association. 1. _____
2. _____

If the Contract is
signed by the hand
of power of attorney,
whether a company or
an individual.

SIGNED AND DELIVERED BY -
the Firm by the hand of
Shri _____
_____ and duly constituted attorney.

CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF FIRM

Name and address of the Client

Details of Works executed by Shri /M/s

1.	Name of work with brief particulars	
2.	Agreement No. and date	
3.	Agreement amount	
4.	Date of commencement of work	
5.	Stipulated date of completion	
6.	Actual date of completion	
7.	Details of compensation levied for delay (indicate amount) if any	
8.	Gross amount of the work completed and paid	
9.	Name and address of the authority under whom works executed	
10.	Whether the firm employed qualified Engineer/Overseer during execution of work ?	
11.	i) Quality of work (indicate grading)	Outstanding / Very Good/ Good / Satisfactory / poor
	ii) Amt. of work paid on reduced rates, if any.	
12.	i) Did the firm go for arbitration?	
	ii) If yes, total amount of claim	

	iii) Total amount awarded	
13.	Comments on the capabilities of the firm.	
	a) Technical proficiency	Outstanding / Very Good/ Good / Satisfactory / poor
	b) Financial soundness	Outstanding / Very Good/ Good / Satisfactory / poor
	c) Mobilization of adequate T & P	Outstanding / Very Good/ Good / Satisfactory / poor
	d) Mobilization of manpower	Outstanding / Very Good/ Good / Satisfactory / poor
	e) General behavior	Outstanding / Very Good/ Good / Satisfactory / poor

Note: All columns should be filled in properly

“Countersigned”

Signature of the
Reporting Officer* with Office
seal

*Officer of the rank of Executive Engineer or equivalent

Annexure III**Format for Evaluation of Technical Bid**

Sr.No.	Particulars	Marks
1	<u>Turn-over</u> 25 lakhs-2 crore - 2 marks 2-5 crores - 5 marks Above 5 crores - 10 marks	10
2	<u>Experience of the Firm- (Date of incorporation of firm/Company)</u> More than 2-5 yrs - 2 marks More than 6-7 yrs - 5 marks More than 10 yrs & above - 10 marks	10
3	<u>Experience- Execution of similar contract (providing Carpentry/Plumbing/Electrical services)</u> 2 similar contracts - 4 marks 3-5 similar contracts - 10 marks 6 and above similar contracts - 20 marks	20
4	<u>Experience (Misc Service) – sweeping, cleaning & housekeeping, etc.</u> More than 2 years' experience - 4 marks 3-5 years' experience - 10 marks 6 years and above - 20 marks	20
5	<u>Existing workforce of Carpenter +Plumber + Electrician – Skilled</u> Less than 20 - 0 marks 20-25 - 2 marks 26-30 - 5 marks Above 30 - 10 marks	10
6	<u>Existing workforce of Carpenter + Plumber + Electrician – Un-Skilled</u> Less than 30 - 0 marks 30-60 - 2 marks 61-90 - 5 marks Above 90 - 10 marks	10
7	Executed Single Contract valuing between Rs.40-80 lakhs- 2 marks Executed Single Contract valuing between Rs.81-1 crore - 5 marks Executed Single Contract valuing between Rs.1-1.50 crores - 10 marks	10
8	<u>Execution of similar work in NABARD</u>	10

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
UTAR PRADESH REGIONAL OFFICE
11, VIPIN KHAND, GOMTI NAGAR, LUCKNOW**

TENDER NOTICE

Tender for awarding Annual Maintenance Contract for providing housekeeping and minor civil/electrical repairing services at (i) Senior Officers' flats at La-Place, Hazratganj (ii) Officers' colont at Sector D/S Sitapur Road, Aliganj (iii) Staff quarters at C-Block, Indiranagar and (iv) staff quarters at D-Block, Indiranagar, Lucknow

PART II

(Financial Bid)

Last Date for submission: Up to 13:00 Hrs. on 31/08/2017

**PART II
FINANCIAL BID**

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
UTAR PRADESH REGIONAL OFFICE
11, VIPIN KHAND, GOMTI NAGAR, LUCKNOW**

BILL OF QUANTITIES

Item No.	Description of item	Rate per month (in figures and words) Rs.	Amount per annum (in figures and words) Rs
1	Providing housekeeping and minor carpentry/civil/electrical repairing services at (i) Senior Officers' flats at La-Place, Hazratganj (ii) Officers' colony at Sector D/S Sitapur Road, Aliganj (iii) Staff quarters at C-Block, Indiranagar and (iv) staff quarters at D-Block, Indiranagar, Lucknow (inclusive of all applicable taxes including GST, profits, overheads etc.)		

- The firms are advised to carefully go through the scope of works specified in Section VI of the tender Part-I and visit the site before submitting the Bid.
- Financial Bid Amount shall include all types of Taxes/Surcharges, etc.
- If any tender rates found to be not reasonable or not fulfilling statutory criteria, the tender will be rejected without any further advice

Place:

Signature and seal of the firm Date