



REF.NO.NB.PD. 75 / AMC / 606-PUMPS-SQ-NPS/ 2007-08

DATED 12 APRIL 2007

M/s.

TO 8 EMAPANELLED FIRMS TO WHOM NIT HAS BEEN ISSUED

DEAR SIRs,

NOTICE INVITING TENDER - ANNUAL MAINTENANCE CONTRACT FOR MAINTENANCE AND OPERATION OF WATER PUMPS IN THE BANK'S STAFF QUARTERS AT, NABARD PARK, SANTACRUZ, MUMBAI FOR THE PERIOD FROM 01 MAY 2007 TO 31 MARCH 2008

We invite you to tender for the captioned work. The Tender Document is enclosed. The tender form can also be downloaded from NABARD website www.nabard.org. **While submitting the tender, the tenderers are advised to submit, separately, the proof of valid registration of their firm along with copies of the latest ST/IT clearance certificate to Mr. NW Khedkar, AGM or Mr. SC Sahoo, Manager , Premises Department, NABARD in 2nd floor, A-wing, failing which their tenders would be liable for rejection.**

The tenderers are advised to visit the site, conduct survey of the existing conditions so as to familiarise themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates. Your sealed Tender in the prescribed Tender Document should be addressed to The Chief General Manager, National Bank for Agriculture and Rural Development, (2nd Floor, 'B' Wing), Bandra- Kurla Complex, Bandra (East), Mumbai : 400 051 and super scribed "TENDER FOR AMC FOR MAINTENANCE AND OPERATION OF WATER PUMPS AT NABARD PARK, SANTACRUZ, MUMBAI.

The envelope containing the priced Tender completed in all respects, duly signed by the tenderer and sealed as necessary, should be dropped inside the Tender Box available in the Premises Department ('A' Wing) before **1430 Hours on 23 April 2007** . The late tenders shall not be accepted.

The Tenders will be opened on the same date i.e. 23 April 2007 at 1500 hours in the presence of the tenderers or their authorised representatives who choose to be present. NABARD reserves the right to accept or reject any Tender, either in whole or in part without assigning any reasons for doing so and is not bound to accept the lowest or any Tender. NABARD also reserves the right to negotiate or partly accept any Tender or all Tenders received without assigning any reasons thereof. The tenderer may have to furnish Rate Analysis for the scrutiny of rates by NABARD for negotiation, etc., if required.

Tenders which do not fulfill all or any of the NABARD's conditions or are incomplete in any respect and tenders with the tenderer's own conditions are liable to be rejected.

Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the Chief General Manager, Premises Department,



NABARD who will review the questions and if it is felt that the information sought is not clearly indicated or specified, NABARD will issue clarifications to all the tenderers which will become part of the Contract Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the date of submission of the Tender.

NABARD also reserves the right to divide and distribute the work to more than one Contractor at its sole discretion.

The tenderers are advised to ensure strict observance of commercial aspect of this Tender and also of the following points.

- (a) The Contract period will be from 01 May 2007 to 31 March 2008.
- (b) Comprehensive Maintenance works and Rate Contract works should be carried out within short notice and completed as per exigency.
- (c) Validity of offer should be 90 days from the date of opening of price bids.
- (d) The Contractor should arrange to obtain necessary insurance cover (Workmen compensation policy) for his employees at his cost and should be responsible for the safety of persons, employed by him. The WC policy should be taken for 125% of the Contract value per annum , subject to a minimum of Rs1.00 lakh, and should be submitted to the bank in original within 7 days from the date of issue of Work order. If the Contractor fails to take necessary Insurance policy within 7 days, then the Bank's shall have the right to take policy for the same and debit the cost from the bill and/or any amount payable to the contractor.

The tenderer shall enclose a Demand Draft amounting to Rs.2000/- (Rupees two thousand only) in addition to the one indicated in para- 1 of this letter, drawn on any Nationalised / Scheduled Bank payable at Mumbai in favour of National Bank for Agriculture and Rural Development towards Earnest Money Deposit (EMD), failing which, the Tender shall be rejected. The EMD will not bear any interest. The successful tenderer will be issued with Acceptance of Tender / Work Order from NABARD and should commence the work from 01 May 2007.

A Pretender Meeting has been arranged on 19 April 2007 at 1430 hours in the Premises Department, National Bank for Agriculture and Rural Development. You are also invited to attend the meeting after visiting the site to satisfy yourself regarding queries and doubts, if any.

This Notice Inviting Tender (NIT) shall also form part of the Tender Document.

YOURS FAITHFULLY

(N W KHEDKAR)
ASST. GENERAL MANAGER
PREMISES DEPARTMENT



FORM OF TENDER

Place : Mumbai

Date :

**Annual Maintenance Contract for maintenance and operation of
water pumps in bank's staff quarters at Nabard Park, Santacruz, Mumbai**

The Chief General Manager

Premises Department

National Bank for Agriculture

and Rural Development

Plot No. C-24, 'G' - Block

Bandra Kurla Complex, Bandra (East)

Mumbai - 400 051

Dear Sir

1. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said conditions of the Contract Agreement annexed thereto so far as they may be applicable.

2. Our Bankers are :-

i.

ii.

3. Address of the firm

Tel. No :

Fax :

Mobile No. :

4. The names of the Partners of our firm are

i) _____

ii) _____

iii) _____

5. Name of the partner of the firm authorized to sign

i) _____

ii) _____

Name of the persons with power of Attorney to sign the contract

i) _____

ii) _____



6. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the Tender invited by you.
7. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender,
8. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Bill of Quantities in all respects as per the Specifications and Scope of Works described in the Tender Document and the Annex ures containing Terms and Conditions.
9. I / We enclose herewith interest-free Earnest Money Deposit (EMD) for Rs 2000.00 (Rupees Two Thousand only) by Demand Draft payable at Mumbai in favour of National Bank for Agriculture and Rural Development and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and / or in the event of our failure to execute the Contract when called upon to do so by accepting our Tender.
10. I / We agree to pay all Government (Central and State) Taxes such as Sales Tax, Works Contract Tax, Excise Duty, Octroi, service tax etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same.
11. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever during the entire contract period.

NAME OF THE PERSON AUTHORISED TO SIGN AND SUBMIT THE TENDER I) _____
II) _____

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

PLACE :

YOURS FAITHFULLY

DATE :

NAME AND ADDRESS OF THE TENDERER

(SIGNATURE OF THE TENDERER)

NAME AND SEAL

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Description of work	:	Annual Maintenance Contract for "Maintenance and operation of water pumps at the Bank's Qtrs. at Nabard Park, Santacruz, Mumabi.
Contract Period	:	01 May 2007 to 31 March 2008
EMD	:	Rs.2000/- (Rupees two thousand only) in the form of DD, drawn in favour of "National Bank for Agriculture and Rural Development, Mumbai" Or "NABARD, Mumbai"
Validity of offer	:	90 days from the date of opening of the tender

GENERAL INSTRUCTIONS TO THE CONTRACTORS AND GENERAL CONDITIONS

- Contractors are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
- Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor should furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
- Rates should include all Taxes (including service tax), Duties, Octroi, Levies, Wages as per Act, etc. and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account.
- Materials used and the completed work should conform to relevant BIS Codes. BIS and CPWD Specifications and Method of Measurements shall be followed as applicable. However, in the absence of the same and / or in case of any discrepancy, the decision of NABARD will be final.
- Monthly payment will be made in the case of Comprehensive maintenance works based on bill submitted by the contractors and certified by the concerned ACT/ CT to the effect that the complaints recorded in the registers have been attended.
- Separate work slips / work orders will be issued by the bank in respect of the items which are not covered under the comprehensive monthly charges. The contractors may raise the bills for the same within a months period after completion of the work . The bank will be at its liberty to reject any claim made after the stipulated period. The bills for the works carried out without proper work slips/ work order will be rejected and no further representation will be entertained.
- Any discrepancy in settlement of bills may be brought to the notice of the bank within a period of one month after the settlement of the bills. The bank will not entertain any claim regarding any dispute in settlement of the bills after stipulated time .



8. Additional works and replacement works shall be paid at the rates as per Standard Approved Rates of NABARD OR on the basis of List Price of the Company plus applicable taxes OR maximum retail price of the company (whose product has been installed), whichever is lower. In absence of any of the above rates, rate shall be fixed based on the Rate Analysis of the market prices supported by documentary proof with 15% towards Contractor's overheads and profit plus taxes as applicable. The contractor will arrange to procure and submit the current price list of the company otherwise the bill will be settled as per the price list available with the Bank. The Rate Analysis shall be submitted by the Contractor for scrutiny and approval of NABARD.
9. Income Tax, Works Contract Tax and other taxes as applicable will be deducted from total payment due to the Contractors.
10. All complaints covered under the comprehensive monthly maintenance charges in the Annual maintenance contract are to be attended within a period of 3 days and other works for which work slips are issued, shall be attended after the issue of work slips. In case of emergency the complaint shall be attended immediately (notwithstanding a period of 3 days) as per instructions of the Bank's ACT / Engineer. In case of delay in attending the work in time, the bank will be at liberty to get the work done through any other agency and the cost thereof shall be recovered from the contractor at the discretion of the bank.
11. The Contractor should arrange to obtain necessary insurance cover (Workmen compensation policy) for his employees at his cost and should be responsible for the safety of persons, employed by him. The original insurance policy will be submitted with the Bank.
12. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
13. The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into Construction / Maintenance Contract and NABARD will not in any way be liable or responsible for any default / irregularities / penalties on the Contractor's part.
14. The Contractor is required to satisfy the Employer, as and when required, that the wages paid to the labourers shall not be less than the Minimum fair wages notified by the Central/ State Govt./ Agencies as applicable in the existing case. The Contractor shall also comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be held responsible for any penalty on failure of compliance of any Labour Regulations. NABARD shall have the power to inspect the Wage Register and for physical verification of salary paid to the

staff with reference to any records of the Contractor and to insist the Contractor to comply with the Laws in vogue.

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

16. The contractors workman shall be wearing uniforms super scribed with the firm's name along with identification cards during their working hours at the site.

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

18. The Contractor or his authorised representative should visit the site frequently as required by NABARD and meet NABARD's Engineer with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.

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

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

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

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

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

24. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of NABARD. The Contractor shall assist NABARD fully in respect of

any liaison with the Municipal or any other authority for necessary approval / permission with regard to the construction / maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to NABARD.

25. The Contract can be terminated by NABARD on 15 days' notice if services are found to be unsatisfactory and if there is no improvement even after issue of three notices to the contractor.

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

27. The Contractor shall provide everything necessary for the proper execution of the works. NABARD will not supply any T & P materials or any other equipment, materials, labour, etc. and no payment in this respect will be made by NABARD. The Contractor shall supply, fix and maintain all the scaffoldings, jhulla, T&P etc. at his cost during the execution of any work and remove them as soon as the work is completed.

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

29. Any defect which may appear within the Defect Liability Period of 12 months after the completion of work should be rectified by the Contractor at his cost and only thereafter the Security Deposit will be refunded to the Contractor.

30. The EMD will be retained with NABARD and refunded on completion of contract. The EMD will not bear any interest. If the Tenderer withdraws his Tender before expiry of the validity period of the Tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD.

31. All the pages of the Tender Document shall be signed by the Tenderer.

32. Bids are to be dropped in the tender box by hand only. Those submitted by unauthorised agents and FAX / Telex / Telegraphic bids shall not be entertained / considered.

33. Rates should include for removal of debris out of premises to the safe BMC limit, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the NABARD's Engineer, the Bill will not be accepted.



34. Income Tax, Works Contract Tax etc. And any other taxes as applicable will be deducted from any payment due to the Contractors.
35. The Contractor shall make necessary arrangement for watch and ward of his materials at his own risk and cost.
36. If last date of receipt of Tender / Quotation and opening date is a holiday then submission and opening of Tenders / Quotations shall be shifted to next working day without change of time and venue.
37. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tenders may be rejected without making any reference to the Tenderers.
38. The Tenders will be opened in the presence of such Tenderers or their authorised representatives who choose to be present.
39. No advance shall be paid towards mobilisation and cost of materials.
40. Any replaced item shall be similar to the existing one.
41. 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.
42. The Contractor shall engage necessary qualified and experienced supervisory staff at his cost during the execution of the work for attending to day to day affairs.
43. The Contractor shall submit the bills along with the accepted and jointly recorded measurement sheets duly certified by the NABARD's Engineer.
44. Notwithstanding any thing stated above, NABARD reserves the right to assess the Tenderer's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.
45. The decision of NABARD in awarding the work shall be final and can not be subjected to arbitration.
46. NABARD reserves the right to accept / negotiate / reject any Tender either in whole or in part without assigning any reasons therefor whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and indisputable.



47. NABARD also reserves the right of supersession of any of the conditions stipulated in the Tender Document.

48. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.

a. When there is a difference between the rates in figures and in words the rates which corresponds to the amounts worked out by the Contractor shall be taken as correct.

b. When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.

c. When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.

49. (a) No compensation shall be admissible for any loss suffered by the Contractor during the execution of the work. It shall be the Contractor's sole responsibility to protect NABARD's staff and his employees against accidents from any cause and he shall indemnify NABARD against any claims for damage for injury to person or property, resulting from any such accidents with necessary Insurance cover.

(b) The Contractor should take necessary Insurance cover at his cost for his persons employed at site. (Third Party Insurance and Workmen's Insurance as per Rules).

(c) Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor at his risk and cost and if necessary, through suitable Insurance cover.

DECLARATION BY THE CONTRACTOR

We / I have read and understood all the instructions / conditions made above and we / I have taken into account the above Instructions / Terms and Conditions while quoting the rates. We / I accept all the above Terms and Conditions without any reservation, in all respects.

Seal and Signature of the contractor

SPECIAL CONDITIONS & SCOPE OF WORK FOR MAINTENANCE & OPERATION OF PUMP SETS

1. **THE LUMP-SUM CHARGES QUOTED UNDER MAINTENANCE CONTRACT INCLUDES :**
 - a. Monthly servicing like oiling, greasing, cleaning, replacement of worn out gland packing, tightening of loose parts, checking of bearing temperature, replacement of worn out rubber bushes, cleaning of starter and switch contacts, oiling / greasing of the moving parts of the switch and starters, testing of over load, and call back services between the period 8 AM to 10 PM. The monthly servicing, as above, shall be carried out by qualified / skilled technician and the report thereof, shall be submitted to Bank with the monthly bill. The bill shall be withheld till submission of such reports.
 - b. Monthly service shall be undertaken in the last week of the month. The contractor shall maintain a register for type of servicing etc. The same shall be verified by the Bank's representative. The bills for maintenance of pump sets will be settled on the certification by ACT that the monthly servicing as stated above has been carried out by the Contractor duly verified by Bank's Engineer.
 - c. The comprehensive maintenance shall include repairs and replacement of non return valve and foot valve inside the pump house. The work includes complete works related to suction line including foot valve etc. It also includes the replacement of starter parts like over load relays / contractors, solenoid coil, timer, fuses, screws etc. and repairs / rewinding of pump motor, replacement of bearings, pump bushes, impellers, shaft, shaft keys, motor fan etc. whenever required.
 - d. All tools and machinery required for routine works, preventive maintenance etc. such as pliers, cutter, screw drivers, spanner set, blower, drill machine, megger, earth tester, pipe wrench etc. shall be provided by the contractor. No extra payment will be made for the same.
 - e. The contractor shall ensure that all the pump sets are kept in working conditions throughout the month. Every building has two nos. of mono block water pumps for it which means one pump will always be standby. The contractor shall ensure that each of the two pumps is made standby atleast every two weeks. The contractor should repair the pumps within a period of maximum 7 days in case of major breakdown. It may be ensured that at no point of time both the operational pump and the standby pump be non-operational simultaneously.
 - f. The bank will not accept any liability for any mishap accident caused while working in the Bank's premises.
 - g. The breakdown calls are to be attended on an emergency basis without any extra charge.



- h. The contractor should carry out entire overhauling of the pump sets and also baking and varnishing the motor windings once in a year during the month of November and also painting of all the pump installations including base plate, control panel, changeover switch etc. with the approved paint once in a year in the month of December. A certificate to that effect may be furnished by the contractor along with his bill for the month of December, through the ACT.
- i. All the major repairs / rewinding / overhauling of pump sets / motors shall be done by reputed / authorised agencies with prior information to Bank.
- j. The working hours to be observed by the contractors shall be from 6.30 am to 5.30 pm. However in case of emergency, work will have to be continued till the same is completed for which no extra payment shall be made. In case of the breakdown of pump set the contractor should be position to get them repaired by deploying experienced plumbers, electricians etc., as may be deemed necessary.
- k. All the automatic water level control systems including the sensors and control panels (excluding replacement of cable) shall be included in the comprehensive AMC charges and for their maintenance no extra payment will be made. Contractor may take stock of the existing condition of these water level controllers and any repair work needed in them may be built in their AMC lump-sum charges. Any overflow of water due to malfunctioning of the water level controllers in the overhead tanks is not desirable.
- l. Pump operators shall be present all days including holidays. In case of absence of regular operators suitable substitution arrangement will be made by the contractor.
- m. Daily attendance of worker will be maintained at ACT's office. For any absence of electrician, helper or pump operator, deductions shall be made from the lump-sum charges on proportionate basis, if the contractor fails to provide substitute worker.
- n. Daily record of water meter reading will be kept by pump operator as per directions of the Bank.
- o. A log book will be maintained by the pump operator for each pump containing details such as from what time to what time it was operated, when it broke down, what repairs have been made on it and when it resumed operation etc..

Signature and Seal of Contractor



SCHEDULE OF RATES

OPERATION AND MAINTENANCE OF PUMP SETS AS PER SCOPE OF WORK AT

NATIONAL BANK'S RESIDENTIAL PREMISES IN MUMBAI

SR. NO.	NAME & ADDRESS OF THE PREMISES	NO. OF PUMP SETS	MINIMUM NO. OF OPERATORS REQUIRED	LUMP MONTHLY CHARGES IN FIGURES RS.	SUM IN
1	Nabard Park (100 flats) Khira Nagar, SV Road, Santacruz (W), Mumbai	10 mono block centrifugal pumps	one		

Monthly charges in
words: _____

DECLARATION BY THE CONTRACTOR

I have read and understood all the instructions / conditions given above and I have taken into account the above instructions / conditions while quoting the rates.

Seal & Signature of the Contractor