



REF.NO.NB.PD. 97 / AMC / CARP / 2007-08

16 APRIL 2007

M/s.

TO WHOM NIT HAS BEEN SENT

DEAR SIR,

NOTICE INVITING TENDER - ANNUAL MAINTENANCE CONTRACT FOR CARPENTRY WORKS AT NESTLEII, LOWER PAREL, MUMBAI FOR THE PERIOD FROM 01/05/2007 TO 31/03/2008

We invite you to tender for the captioned work. The Tender Document may be obtained from the Premises Department, National Bank for Agriculture and Rural Development (NABARD), 2nd Floor, A Wing, Bandra-Kurla Complex, Bandra (East), Mumbai: 400051, OR the documents may be downloaded from NABARD web site www.nabard.org.

The tenderers are advised to visit the site, conduct survey of the existing conditions so as to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates. Sealed Tender in the prescribed Tender Document should be addressed by name to Shri RB Haranal, Chief General Manager, Premises Department, National Bank for Agriculture and Rural Development, 2nd Floor, Bandra-Kurla Complex, Bandra (East), Mumbai : 400 051 and super scribed "TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR CARPENTRY WORKS AT NESTLEII, LOWER PAREL".

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 **14-30 Hours on 25/04/2007** and late Tenders shall not be accepted.

The Tenders will be opened on the same date i.e. **25/04/2007 at 15-00** 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 does not bind 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 that 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 01/05/2007 to 31/03/2008.
- (b) Comprehensive Maintenance 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 tenderers will be required to submit Rs.2000.00** as EMD, which will be converted to Security Deposit for the successful tenderer and refunded after the expiry of the defect liability period. This will not bear any interest.

The successful tenderer will be issued with Acceptance of Tender / Work Order from NABARD and they should commence the work from 01/05/2007.

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

YOURS FAITHFULLY

(N W KHEDKAR)
ASST. GENERAL MANAGER
PREMISES DEPARTMENT



**NATIONAL BANK FOR AGRICULTURE
AND RURAL DEVELOPMENT**

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

Annual Maintenance Contract for Carpentry Works at NESTLEIL, Lower Parel, Mumbai

GENERAL INSTRUCTIONS TO THE CONTRACTORS AND GENERAL CONDITIONS

1. 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.
2. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor shall furnish rate analysis for scrutiny of the rates by NABARD, if required.
3. Rates should include all Taxes, Surcharges, 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.
4. Materials used 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.
5. 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/ Bank's official to the effect that the complaints recorded in the registers are attended .
6. 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 period of one month 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.
7. 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 / repair works shall be paid as per the rates approved by the bank. The items not covered by the approved rate shall be paid at the rates as per Rate Analysis based on the market prices supported by documentary proof with 15% towards Contractor's Profit and OH. The Rate Analysis shall be submitted by the Contractor for scrutiny and approval of NABARD, wherever required.
9. Income Tax, VAT, service tax and other taxes/ levy/ cess 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 the time frame stipulated in the table below and other works for which work slips are issued, shall be attended immediately after the issue of work slips :



Nature of Work	Time of Completion from the date of lodging complaints
Out side work where Scaffolding is Required	10 days
Outside Work where no scaffolding is required	2 days
Internal Work	2 days
Other Work	3 days

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.

1. The Contractor should have valid License/ registration relating to his Contract and the workmen employed by the Contractor should also have the valid License and experience in their trade.
2. The Contractor should arrange to obtain necessary insurance cover (Workmen compensation policy and Contractors All Risk Policy) for his employees for the colony at his cost and should be responsible for the safety of persons, employed by him. Policy in original should be submitted to NABARD.
3. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
4. 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.
5. The Contractor shall 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 the any Labour Regulations.
6. 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.
7. 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.
8. The contractor should provide uniform and photo identity card to his workers engaged at site.
9. The Contractor shall be fully responsible and shall compensate NABARD with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The decision of NABARD in this regard shall be final and binding.

10. The contractors should not employ any person who is prohibited by law from being employed for fulfilling obligations under this contract.
11. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.
12. 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.
13. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
14. 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.
15. The workers employed by the contractors can use the common facilities such as drinking water, toilet etc.. if any, provided at the premises . However, it should be ensured that the same should be kept in hygienic condition.
16. 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..
17. 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.
18. If services are not found satisfactory and there is no improvement of contractors' performance after issuing of three notices to the contractor, the Contract can be terminated by NABARD on 15 days' notice.
19. 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.
20. 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., without causing any damage to the bank's property.
21. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.



22. While submitting the monthly bill for comprehensive maintenance bill the contractors have to submit detail information on the complaints received, pending and the reason thereof. and likely date of attending the same . Bill will be considered for payment after receiving the statement .

23. **VALIDITY OF OFFER :** 90 Days from the date of opening of the Tenders.

24. Additional Terms and Conditions as per enclosure.

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

PLACE :

DATE :

ADDRESS :

(SIGNATURE OF THE TENDERER)

NAME AND SEAL



NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

TERMS AND CONDITION

1. All the pages of the Tender Document shall be signed by the Tenderer.
2. NABARD takes no responsibility for delay / loss in post or non-receipt of Quotations / Tender Documents.
3. The Envelope containing Tender / Quotation should be properly, addressed, duly super scribed with name of work and due date of opening and should be sealed submitted in the prescribed Tender Box in the Office of the Chief General Manager, Premises Department, National Bank for Agriculture and Rural Development, Post Box No. 8121, Plot No.C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai : 400 051. The last date of receipt of Tender is on or before 2.30 p.m. on 25/04/2007. Tenders will be opened on the same date i.e. on 25/04/2007 at 3.00 p.m.. or at a later date/ time convenient to NABARD.
4. Bids submitted by unauthorised agents and FAX / Telex / Telegraphic bids shall not be entertained / considered.
5. 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.
6. Any defect which may appear within the Defect Liability Period of 12 months after the completion of contract should be rectified by the Contractor at his cost The Security Deposit/ RMD will be released only after the expiry of the Defect Liability Period which will be twelve (12) months after the date of Completion of the contract , as certified by NABARD's Engineer and the same will not bear any interest.
7. No separate charges for carriage or labour would be made. The rate should include the discount (if any) also. There is no question of extra payment above the quoted rate under any circumstance. In case of any variation in quantity or value, the same will not be made as a subject matter for dispute by the Bidder / Tenderer.
8. The BIS / CPWD specifications shall be followed as applicable and in the absence of the same, the decision of NABARD shall be final.
9. The Contractor shall make necessary arrangement for watch and ward of his materials at his own risk and cost.
10. 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.
11. 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 / Deviatonal Tenders may be rejected without making any reference to the Tenderers.



12. 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 that 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.

13. No advance shall be paid towards mobilisation and cost of materials.

14. (a) No compensation shall be admissible for any loss to their men and material 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. The Contractor should arrange to obtain necessary insurance cover (Workmen compensation policy and Contractors All Risk Policy) for the work at his cost and should be responsible for the safety of persons, employed by him. The Contractor shall be fully responsible and shall compensate NABARD with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The insurance policy may be obtained in the joint name of NABARD (to be appeared first) and the contractors respectively for the insured amount of 1.25 times of the tender amount and the original may be deposited to NABARD. In case no insurance policy furnished before commencement of the work, NABARD will take the policy on behalf of the contractor and recover the amount of premium, interest on premium etc. from them. The decision of NABARD in this regard shall be final and binding. The insurance policy shall be work and site specific.

(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.

15. 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.

16. 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.

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.



17. The decision of NABARD in awarding the work shall be final..
18. NABARD reserves the right to accept / negotiate / reject any Tender either in whole or in part without assigning any reasons therefore 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.
19. NABARD also reserves the right of suppression of any of the conditions stipulated in the Tender Document.

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.

PLACE :
DATE :
ADDRESS :

(SIGNATURE OF THE TENDERER)

NAME AND SEAL



NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

ANNUAL MAINTENANCE CONTRACT FOR CARPENTRY WORKS AT Nestle Ii, Lower Parel, MUMBAI

SCOPE OF WORKS

I. COMPREHENSIVE MAINTENANCE WORKS:

The rate quoted for the Comprehensive Maintenance Charges shall include the following (Internal and External in the Premises)

1. Attending to all the Complaints Registered / received relating to carpentry and allied works and rectifying the defects wherever necessary including cost of minor materials replaced in the premises.
2. Repairing wooden paneled / glazed/ louvered, flush windows. doors , ventilators cabinets, shelves, cupboards, pelmets and other wooden members etc. by cutting and removing the worn out portions, replacing with suitable II class teak wood sections for frames, styles and rails ; attending to necessary repairs and adjustments for easy operation of shutters using necessary mongaries similar to the existing one for filling up the holes, if any, in the frames. Replacement of wood ,veneer, laminates and glass will be paid extra. No payment will be made for nails, screws, adhesives etc.
3. Repairing aluminium windows. doors , ventilators cutting and removing the damaged sections, replacing with suitable aluminium sections for frames, styles and rails, gaskets ; attending to necessary repairs and adjustments for easy operation of shutters using necessary mongaries similar to the existing one for filling up the holes, if any, in the walls . Replacement of aluminium sections and glass will be paid extra. No payment will be made for nails, screws, adhesives , gaskets etc.
4. Repairing MS doors, gates, collapsible doors by cutting and removing the damaged portions, replacing with suitable MS sections for frames, shutters ; attending to necessary repairs and adjustments for easy operation of shutters using necessary mongaries similar to the existing one for filling up the holes of walls , if any, in the frames . Replacement of MS sections and glass will be paid extra. No payment will be made for nails, screws, adhesives and extra for welding etc.
5. Making holes in stone / brick masonry and RCC wall of any size, roofs, chajjas, etc. to facilitate carpentry works, etc. and making good the same wherever necessary.
6. Rectifying and replacing peepholes, safety chains, hooks, hinges, aldoorps, tower bolts, knobs handles, door stoppers, hold fasts, bearing, clamps, picture hooks, nails, screws,, nylon rope and



brackets for cloth drying arrangement etc. with suitable material like the existing one. For a completely new work payment will be made.

SPECIAL CONDITIONS

1. The work slip for carrying out works which are not covered under monthly charges for comprehensive maintenance works will be issued by the Bank and such additional works shall be paid for extra.
2. No extra payment will be made for labour. The rate quoted shall include contractor's profit, labour, taxes, transportation, materials, scaffolding, shuttering etc.
3. The rate shall include removal of old/damaged items and dispose off them to BMC dumping ground.
4. **Under any circumstances, charges for scaffolding, centering, shuttering jhulla and curing will not be paid for extra for any works related to maintenance / repair / replacement.**
5. The cost of replacements wherever applicable shall be paid for only on sanctioned work slips issued by the Bank to the Contractor. If any replacement is done without proper sanction the same will not be considered for payment.
6. Need for replacement of any particular item, shall be decided by the Bank's Engineer and the Contractor should carry out the work without any dispute.
7. Payment for additional works and replacement / repair works not included in comprehensive monthly charges shall be paid on the basis of Rate Contract. Payment for items not covered under above will be made as per Rate Analysis based on the market prices supported by documentary proof with 15% towards Contractor's overhead profit plus Works Contract Tax as applicable.
8. Contractor shall follow the prescribed formats / procedures for receiving complaints, receiving the work slips duly sanctioned and preparation of bills etc.. as stipulated by the Bank from time to time.
9. Contractor shall maintain a proper Record / Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty of shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints will be as under :



Nature of Work	Time of Completion	Penalty for Delay (per complaints per day)
Out side work where Scaffolding is Required	10 days	Rs.50.00
Outside Work where no scaffolding is required	4days	Rs.50.00
Internal Work	3 days	Rs.50.00
Other Work	3 days	Rs.50.00

9. The time of duty for labours engaged will be form 9-00 am to 6-00 p.m.

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

11.The comprehensive monthly maintenance charges shall cover all sundry works and replacement of related minor materials for proper maintenance of the buildings and related services to the reasonably satisfactory level and **the cost of each replaced item of work not exceeding Rs.200/- at one location for one work will not be considered for extra payment, subject to provisions in the scope of works during the repair / replacements.** The cumulative cost of such items shall be covered under comprehensive maintenance charges. The decision of the Bank's Engineer is final in this respect and not disputable.

12.The property will be handed over to the Contractor for maintenance on 'as is where is' basis and the Contractor shall be required to carry out pending works at his cost and continue to ensure proper service to a reasonably satisfactory level.

13. The responsibility of engaging sufficient skilled / semiskilled / unskilled workers like carpenters, fitters etc. lies with the Contractor for comprehensive maintenance works, subject to minimum of one carpenter and one helper in view of timely attention and completion of the routine works within the given time frame. In case of absence of any worker amount will be deducted on prorata basis.

14.In case of any specialised works, only specialist agencies approved by the Bank should be employed.

15.The rate shall include removal of garbage from the colony and dumping at the municipality dumping ground.

16. The contractors can take away all replaced and damaged materials.

Date

Place

Seal and Sign of the Contractors



BILL OF QUANTITIES

COMPREHENSIVE MAINTENANCE WORKS

Sr. No.	Description of Work	Qty.	Unit	Rate/month (Rs.)	Total Amount for 11 months (Rs.)
1	Monthly charges for comprehensive maintenance works for Carpentry , works as per scope of works for satisfactory upkeep and maintenance of the building and inside the complex at NESTLEII, Lower Parel, Mumbai, comprising of 78 flats (the rate includes keeping minimum one carpenter and one helper at site from 9-00 am to 6-00pm)	11	Month		
Rate in Words					
Total Amount in Words : Rupees					

PLACE:

SEAL AND SIGN OF THE CONTRACTORS

DATE: