# Tender for Annual Maintenance Contract for Civil, Plumbing, Carpentry and Electrical Maintenance works for Office Building and Officers' Quarters of NABARD, Ranchi for the period from 01 October 2022 to 31 March 2024



## Jharkhand Regional Office Near PHED Water Tank, Bariatu-Booty Road, Ranchi, Jharkhand – 834009

Date of issue of tender document	01 September 2022
Pre Bid Meeting with bidders	05 September 2022 at 03:00 PM
Due date for submission of tender	19 September 2022 by 02:00 PM
Date and time of opening technical bids	19 September 2022 at 03:00 PM
Issue and Opening of Price Bid	Will be communicated to qualified bidders in due course.

### **INDEX**

S. No.	Particulars	Page No.
	PART 1 (TECHNICAL BID)	
1	Notice Inviting Tender	4-8
2	Form of Tender	9-10
3	Pre-qualification criteria	11
4	General conditions of the contract	12-18
5	Special conditions of the contract	19
6	Basic Information about bidder	20
7	Work Experience	21-22
8	Scope of work	23-31
9	Minimum requirement of Man power	32
10	Safety code	33
11	Proforma for Electronic Payment	34
12	Affidavit on a non-judicial stamp paper of Rs.100/- Duly Notarized	35-36
13	Pre-Contract Integrity Pact	37-40
14	Articles of Agreement (Draft)	41-46
15	Scoring Model on QCBS	47
16	Check list for Submission of BID	48-49
	PART 2 (PRICE BID)	51-53

# Part 1- Technical bid

#### 1. NOTICE INVITING TENDER

Ref.No. NB.JH.DPSP/ 1364 / AMC/ 2022-23

01 September 2022

Madam/ Dear Sir

Notice Inviting Tender (NIT) – Tender for Empanelment and Annual Maintenance Contract for Civil, Plumbing, Carpentry and Electrical Maintenance works for NABARD, Jharkhand Regional Office and Officers' Quarters, Ranchi from 01 October 2022 to 31 March 2024

NABARD invites e-tenders for empanelment and Annual Maintenance Contract (AMC) for Civil, Plumbing, Carpentry and Electrical Maintenance works to be provided at its following locations:

- a) Jharkhand Regional Office, Near PHED Water Tank, Bariatu-Booty Road, Ranchi-834009
- b) NABARD Officers' Quarters, Block 19 & 20, Sector 1, NGHC, Khelgaon, Ranchi-834009

This NIT and tender documents can be downloaded from our website at https://www.nabard.org/English/Tenders.aspx and https://nabard.eproc.in. No separate hard copy of this tender shall be issued by NABARD.

- 2. The Contract period will be from 1<sup>st</sup> October 2022 to 31<sup>st</sup> March 2024 with a provision of review on completion of each year. The renewal shall be on sole discretion of NABARD, if services are found satisfactory as per mutually agreed terms and conditions.
- **3.** Following services are to be provided under AMC:
  - a) Electrical maintenance work of office building of NABARD, Ranchi
  - b) Civil, Plumbing, Carpentry and Electrical Maintenance works of Officers' Quarters of NABARD, Ranchi

AMC Contract shall be executed for each site separately. Bidders may quote for any or all of the above services individually in the Price bid.

- **4.** Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login NABARD's e-Procurement portal (<a href="https://nabard.eproc.in/">https://nabard.eproc.in/</a>)
- **5.** Tenderers are requested to submit their bids through e-tendering (e-bid) mode by login to eProcurement portal of NABARD (https://nabard.eproc.in/) for the aforesaid Tender as per detailed technical specifications and other requirements as mentioned more specifically elsewhere in this e-tender document. For this purpose, tenderers will be required to register themselves on e-Procurement portal of NABARD and create user ID and Password. For more information regarding e-bid process and procedure of submission of e-bid, bidders may follow 'Bidding Manual' available on e-Procurement portal of NABARD or seek assistance of Help Desk / Support Team of M/s C1 India Pvt. Ltd., the facilitating agency, engaged by NABARD for e-procurement process (contact details are given below).

- **6.** The e-tender will be available to the bidders /contractors on e-Procurement portal of NABARD (https://nabard.eproc.in/) for download from 5.00 PM on 01 September 2022 also on NABARD's website (for reference purpose) https://www.nabard.org/ as well as from Central Public Procurement Portal. There will be no charges for downloading the tender documents from the web site.
- 7. Tenderers are advised to submit e-tender (e-bids) through e-Procurement portal of NABARD (https://nabard.eproc.in/) only, after carefully following the instructions related to systems and procedures as indicated on the link and step-wise tutorials (Vendor Guide) provided for submission of e-bids. Tenderers can upload their tender documents directly from their PC in the designated folder created for them in On-line Bid form. Please refer the section on uploading various Tender documents in the help guide provided in the Bidding Manual (Vendor Guide) available in the home page at NABARD e-Procurement portal. In case of any further guidance, help and support while submission of e-bids, NABARD has engaged M/s C1 India Pvt. Ltd. as a facilitating agency who have created exclusive 'Help Desk' / 'Support Team' for facilitation of bidders.

Their contact details are mentioned as under:

- i. Fairlin Jivin 0124-4302000 ext 112, email-fairlin.jivin@c1india.com
- ii. Ujwala Shimpi 0124-4302000 ext 114, email id-ujwala.shimpi@c1india.com
- iii. Saranraj Niacker 0124-4302000 ext 110, email id-sararaj.naicker@c1india.com
- iv. Sachin Toraskar 0124-4302000 ext 200, e-mail-sachin.toraskar@c1india.com

All the email to be CC marked to email-dpsp.ranchi@nabard.org

Any clarification with regards to the tender or tender uploading may also be contacted at <u>97692 59891</u> (Shri S Prusty, AGM) and <u>98043 43294</u> (Shri Suman Chatterjee, AM).

- **8.** The tenderer/bidder shall submit two separate e-bids for the captioned Tender i.e. Technical Bid and Financial/Price Bid which should be complete in all respect.
- **9.** Instructions regarding Technical Bid, Financial Bid, electronic bid (e-bid) submission process and description & scope of work and the services required have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.
- 10. It must be noted that the only Bidders who are willing to enter into Integrity Pact (IP) with the Bank on every stage of bidding, will be eligible to participate in the bidding process. Tenderer must implement Integrity Pact (IP) in the prescribed format (Schedule H) in all phases of the contract. (http://www.cvc.nic.in).
- e-Tenders must be submitted online not later than 02.00 pm on 13 September 2022. Tenders received after stipulated date and time shall not be entertained. Bidders are requested to make note of dynamic time being displayed on e-Procurement portal of NABARD to ensure that the bids are submitted on time.
- 12. The Technical Bids will be opened online on 13 September 2022 at NABARD Jharkhand Regional Office in presence of the interested bidders who choose to be present or in any eventuality, on the date and time as decided by NABARD. All the bidders are advised in their own interest to be present on the specified date. No separate intimation will be given in this regard. Please note, not more than two representatives from each bidder shall be entertained. The representative has to furnish an authorization letter from the respective bidder on their letter head for participating in the technical bid opening.
- **13.** The Financial Bid shall be opened after detailed evaluation of the technical bid. The date of opening of Financial Bid will be intimated separately to the technically qualified bidders only.
- **14.** The Financial Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.

- **15.** NABARD does not bind itself to accept the lowest bid (L1).
- **16.** The decision of the bank shall be final and binding with regard to technical and financial bids and the e-tendering process.
- 17. The bids shall remain valid and open for acceptance for 3 months from the date of opening of price/ financial bid.
- **18.** All documents that comprise the offer should be signed and sealed by the bidder, as a token of acceptance to the terms and conditions specified in the tender.
- 19. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final.
- **22.** Bidder shall submit Earnest Money Deposit (EMD) as per the amount mentioned here:

Sr.	Services	EMD
No.		Amount(Rs.)
1	Electrical maintenance work of office building of NABARD, Ranchi	6,800
2	Civil, Plumbing & Sanitary, Electrical and Carpentry maintenance	27,200
	works of Officers' Quarters of NABARD, Ranchi	
Total		34,000

EMD is exempted for MSEs certificate holder for manpower category as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations. The technical bid without EMD shall be summarily rejected. Bidder has to submit separate EMDs, as per above table, individually for all the services out of the 2 services, for which it is applying. You will be required to enclose EMD payment proof (through NEFT or Internet Banking) to following designated account:

NAME OF THE ACCOUNT	NATIONAL BANK FOR AGRICULTURE
	AND RURAL DEVELOPMENT
BANK NAME	NABARD
BRANCH NAME	HEAD OFFICE, MUMBAI
IFS CODE	NBRD0000002
VIRTUAL ACCOUNT NUMBER (VAN)	NABADMN38

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

- **23.** All the bidders who are unsuccessful in price bid but qualified the Technical bid will be empanelled for the respective categories. Separate quotations/bids will be called from these empanelled vendors for future works which are not covered under this maintenance contract as and when necessary.
- **24.**PRE-CONTRACT INTEGRITY PACT: Pre-contract Integrity Pact as per the format given below may be filled and submitted along with the Technical Bid, failing which the tender will not be considered. The pre Contract integrity pact soft copy is to be uploaded on the web site & hard copy is to be submitted to NABARD Regional Office, Near PHED Water Tank, Bariatu-Booty Road, Ranchi-834009, to be submitted on Rs. 100/- Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder. Details of the Independent External Monitor are as follows.

Name: Shri Subodh Kumar Goel

Address: 501, Tower-6, Commonwealth Games Village, New Delhi- 110092

#### 25. Technical bid shall contain:

- i. "Technical bid" of tender with every page signed and stamped by bidder.
- ii. Proof of EMD payment.
- iii. Power of attorney authorizing the person to sign the tender.
- iv. Checklist duly signed.
- v. Integrity Pact by tenderers quoting services applied for.

#### 26. Price Bid shall contain:

- i. Price Bid.
- ii. Calculation sheet (separate for each service) as prescribed in the tender.
- iii. shall not contain any condition whatsoever and any conditional bid shall be summarily rejected.
- iv. will be opened on a designated date decided by NABARD which will be communicated separately who qualify the technical bids.
- 27. If the last date of receipt or opening of the tenders happens to be a holiday for NABARD, then the receipt and opening of the tenders shall be shifted to next working day without change of time and venue.
- **28.**The EMD of successful tenderer shall be retained by NABARD towards Security Deposit (SD). The quantum of security deposit shall be 5% of the approved annual contract amount. The successful tenderer has to submit the balance amount of security deposit within 10 days of acceptance of work order. Security Deposit will be refunded after the expiry of the contract period. SD will not bear any interest.
- **29.**A pre-bid meeting will be held at **NABARD**, **JHARKHAND REGIONAL OFFICE**, **Ranchi** at 3.00 pm on 05 September 2022 with the prospective bidders, to clarify any issues pertaining to the tender. The bidders are expected to thoroughly read the tender document before being present for the pre-bid meeting, so as to understand all aspects of the work.
- **30.** The tenderer has to enter into Integrity Pact at his own cost on a Rs. 100/- non judicial stamp paper with the Bank as per the format given to become eligible to participate in the tender for services indicated. It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.
- **31.** The bids shall remain valid and open for acceptance for 03 months from the date of opening of financial bid. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the Bank, then the bank without prejudice to any other right or remedy will be at liberty to forfeit the earnest money.
- **32.** The tenderer should quote the rates in figures as well as in the words. In case, discrepancy is found in the rates in words and figures, then the rates quoted in words shall be taken as correct.
- **33.** The tender document must be filled in English. If any of the documents are missing or un-signed in price bid, the tender shall be considered invalid. In case of technical bid, the details of incomplete or missing documents will be intimated to the tenderer and the tenderer has to submit all those documents within 4 days after communicating the same, in case the tenderer fails to submit the required documents within 04 days the tender will be rejected.
- **34.**The tender may be rejected if any bidder proposes any deviation from the prescribed requirement NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.

- **35.** Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection.
- **36.**Before quoting, the tenderer shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site, locality including installations of tools and plants (T&P) and local authority regulations / restrictions if any, conditions affecting accommodations and movement of personnel etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the NABARD in any circumstances.
- **37.** NABARD does not bind itself to accept the lowest or any tender at all. NABARD also reserves the right to partly accept any tender or all tenders received without assigning any reasons thereof.
- **38.** Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to CHIEF GENERAL MANAGER, NABARD, JHARKHAND REGIONAL OFFICE, Near PHED Water Tank, Bariatu-Booty Road, Ranchi, Jharkhand 834009 who will review the queries and if information sought is not clearly indicated or specified, NABARD will issue clarifications to all the tenderers which will become part of the Tender 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 last date of submission of the tender.
- **39.**NABARD also reserves the right to divide and distribute the work to more than one tenderer at its sole discretion.
- **40.** The successful bidder(s) shall execute an agreement at its own cost on non-judicial stamp paper of Rs.100/- with NABARD in accordance with the standard format provided by NABARD within 14 days from date of issue of work order, failing which bidder's EMD may be forfeited.
- **41.** The following procedure shall be followed in the event of multiple L1 bidders after opening of Price Bids:
  - a) Quality and Cost Based Selection criteria shall be incorporated for evaluation wherein multiple L1 bids are received. The work then will be awarded to the bidder having the highest marks in QCBS among the L1 bidders (format of scoring model is given in Annexure-01).
  - b) Evaluation of marks based on the scoring model will be triggered only when multiple bidders are found to be L1. Accordingly, L1 will be decided based on the highest marks obtained in scoring model based on technical parameter / matrix out of total 50 marks.
  - c) In case multiple L1 bidders get same marks in QCBS also, then the Purchase Committee of NABARD shall, at their discretion, visit the work sites of the bidders and award marks to the work being carried out at site adopting an objective criteria. The work then shall be awarded to the bidder with highest marks.
  - d) In case of multiple L1 bidders getting equal marks even after field visits, the final selection shall be done based on draw of lots, as may be decided jointly by the NABARD and select bidders, or by pulling the highest number from a box containing 30 numbers.

(A D Surin) Deputy General Manager

#### 2. FORM OF TENDER

#### The Chief General Manager

(To be submitted in bidder's letterhead)

National Bank for Agriculture and Rural Development

Jharkhand Regional Office

Near PHED Water Tank, Bariatu-Booty Road, Ranchi, Jharkhand -834009

Dear Sir/Madam

Notice Inviting Tender – "Tender for Annual Maintenance Contract for Civil, Plumbing & Sanitary, Electrical and Carpentry maintenance works for Office Building and Officers' Quarters of NABARD, Ranchi for the period from 01 October 2022 to 31 March 2024".

1.	I / We have examined the Scope of Works, Schedule of Quantities and Terms and Conditions relating
	to the tender for the said works after having obtained the Tender document invited by you and are
	submitting our offer for the following services:

<u>a.</u>			
<u>b.</u>			

- 2. 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.
- 3. I / We agree to deposit interest-free EMD through NEFT and enclose the transaction report in the technical bid.
- 4. 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 Schedule of Quantities in all respects as per the specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.
- 5. In the event of this tender being accepted, I/We agree to enter into and execute the prescribed Agreement with NABARD as per the prescribed format.
- 6. The rates quoted by me/us, excepting for the items where payment is for supply of skilled/semi-skilled/unskilled labour, are firm and shall not be subjected to variations on account of fluctuation in the market rates, or any other reasons whatsoever for the captioned period. The payment of items in respect of skilled / semi-skilled/ unskilled labour will be revised as per the periodical revision in minimum wages published by State / Central Govt. from time to time.
- 7. I / We agree to deposit all taxes, levies, Cess etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and

regulations on the matter. I/We agree to pay all Government (Central and State) Taxes such as Excise Duty, Income Tax, GST, contribution to EPF & ESI (wherever applicable)etc. and other taxes prevailing from time to time. Rates are excluding taxes and valid for the currency of the contract. Even of the contracts are extended, the rates will be not be changed by us.

- 8. I /we further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted. I/We will be responsible for any legal/Quasi legal matters arise due to non-compliance of statutory obligations, and indemnify NABARD from any complications, all expenditure in this regard will be borne by me/us
- 9. We hereby certify that all the statements made and information supplied in the tender Document and accompanying statements are true and correct.
- 10. Should this tender be accepted, I / we hereby agree to abide by and fulfil all the Terms and Conditions and Provisions of the said Contract Document annexed hereto.

I)	
II)	
Yours faithfully	
Place	
Date	
Signature	

Name of the person authorized to sign and submit the Tender

Seal

10

#### 3. PRE-QUALIFICATION CRITERIA

- 1. The Tenderer should have a minimum experience of five (05) years of providing AMC services for Civil, Plumbing, Carpentry and Electrical maintenance works.
- 2. The Contractors who are registered with any Govt. / Semi-Govt. / Govt. Undertakings / Autonomous bodies / Corporate Sector / Financial Institutions and having experience of executing above types of works under AMC contract may apply with detailed certificates / credentials along with the Technical Bid (Part I) of the tender.
- 3. The contractors should meet following qualification criteria:
- a. Minimum 5 years' experience ( as on 31.03.2022) in the field of Civil, Plumbing and Sanitary, Electrical and Carpentry maintenance works, and should have at least one of the qualifying work carried out for Public Sector Undertakings (PSUs)/Banks/Govt. Offices.
- b. The bidders should have carried out similar works during last 5 years (ending 31.03.2022) with annual contract value (costing individually) not less than the amount as given in following table:

Sl No	Experience Criteria	Contract value executed (Rs. Lakh)
1	1 similar work during last 5 years (ending 31.03.2022) with annual contract value (costing individually) not less than Rs. >>>	13.6
	OR	OR
2	2 similar works during last 5 years (ending 31.03.2022) with annual contract value (costing individually) not less than Rs. >>>	10.2
	OR	OR
3	3 similar works during last 5 years (ending 31.03.2022) with annual contract value (costing individually) not less than Rs. >>>	8.5

- 4. The tenderers should have minimum average Annual Turnover of ₹16.95 lakh during the last three years ending 31 March 2022 supported with audited balance sheet / profit & loss statement certified by a registered Chartered Accountant. The tenderers should submit audited balance sheets / P&L account and Income Tax Return certificates for the last 3 financial years, as applicable.
- 5. The tenderer should have their own office within Ranchi city in Jharkhand. Related documents should be submitted.
- 6. The bidder should have minimum 5 (five) skilled manpower personnel(3 electricians, 1 plumber-cummason, 1 carpenter-cum-fitter) in its pay roll yearly for the last 3 years ending 31 March 2022 (Furnish details).

Note: Any false and/or inadequate information may result in rejection of the tender.

#### 4. GENERAL CONDITIONS OF THE CONTRACT

Description of AMC Sites:

#### A. NABARD Office premises, Bariyatu, Ranchi

The premise is a rented commercial building consisting of basement (for parking), frontage in the ground floor (for parking and entrance), 5 Floors (3<sup>rd</sup> Floor to 7<sup>th</sup> Floor) for office, common and executive lounge in 8<sup>th</sup> Floor and open terrace in 8<sup>th</sup> Floor and above the lounge area. In each of the 5 office floors, there are separate washrooms for male and female staff and common area in front of lift. From 3<sup>rd</sup> to 6<sup>th</sup> floors (i.e. 4 floors), there are 3 furnished office cabins with attached washrooms apart from the workstations. In 7<sup>th</sup> floor, there is one large office cabin with attached washroom, furnished common area for guests, one small and one large conference hall and workstations. There are also one pantry room in each of the five office floors and a kitchen in the 8<sup>th</sup> floor.

#### B. Officers' Quarters, Khelgaon, Ranchi

In Sector 1, NGHC, Khelgaon, two blocks viz. Blocks 19 & 20 are owned by NABARD. In block 19, there are 34 flats that include 2 duplexes, 16 3BHK and 16 2BHK flats. In block 20, there are 32 flats that include 3 duplexes, 14 3BHK and 15 2BHK flats. In block 20, three flats are reserved as Visiting Officers Flat (VOF), one flat as Gym, one flat as dispensary cum medical room and one flat as business continuity centre (i.e. temporary office). Apart from that, there are security rooms, CT/ACT room, 2 wheeler and 4 wheeler parking in ground floor area, garden area, children's park area, water tank, common pavement area around both the blocks, badminton court, etc.

- Tenderers are advised to visit the sites and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
- 3. Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
- 4. Rates should be including all taxes in accordance with various statutory enactments and should be firm for the entire Contract Period. No increase in rates will be allowed during the entire Contract Period on this account, even in the extended periods of the contracts. The rates will be considered for revision only in case of revision of minimum wages or other statutory rates e.g. GST.
- 5. 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, the decision of NABARD will be final.
- 6. Validity of Offer: 90 days from the date of opening of the price bids.
- 7. Monthly/ Quarterly/ Periodical payments will be made based on the bills submitted by the Contractor for Office and Residential quarters separately (In case of same bidder is awarded different works). All bills are to be certified by the concerned ACT/CT/Site Supervisor to the effect that the works / complaints recorded in the registers/software are attended and rectified as per the scope of the work. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/ Caretaker) after completion of the respective works on the formats prescribed by NABARD for respective work and should submit all these with the bill. Payments will be made only after producing the e-payment sheets and wage register for countersigning by NABARD and successful deposit/transfer of dues to EPFO, ESI, Payment of Bonus (wherever applicable) including of any other statutory requirement in force from time to time and submit the proof of such payments along with claims. The contractor has to submit half-yearly EPFO return and Annual Labour Dept Return and any other returns required by the statutory authorities.

- 8. Any discrepancy in settlement of bills may be brought to the notice of NABARD within a period of one month after the settlement of the Bills. NABARD will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.
- 9. IT and GST-TDS and other statutory deductions, as applicable, will be deducted from total payment due to the Contractors.
- 10. All works, complaints / instructions given by the respective authorities covered under the Annual Maintenance Contract are to be attended on the same day. In case of delay in attending the work in time, NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD.
- 11. If any work or material used at site is found to be unsound, inferior from what is specified in the contract, the Contractor shall be advised to rectify or re-execute the work or remove the material as the case may be, within a reasonable time depending upon the nature of work. If the Contractor fails to do so, the work shall be got redone or rectified or the material replaced through any other agency at the risk and cost of the Contractor.
- 12. The Contractor should have valid license relating to his Contract as per the existing laws should be efficient and have efficient man power. The workmen employed by the Contractor should also have the experience in their trade.
- 13. The Contractor should arrange to obtain necessary insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy (CAR policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD immediately after award of work. The CAR policies are required to be at least 1.25 times of the contract value.
- 14. (Calculation sheet for supply of manpower and minimum wages) is required to be submitted duly filled along with the Price bid/BOQ. Tenders/bids not complying with the minimum wages payment are liable to be rejected which will be ascertained on the basis of Calculation sheet submitted by the contractor. Bank will ascertain whether the contractor will be able to pay the minimum wages and other components from Calculation Sheet. Calculation sheet should not be submitted with Technical Bid. If Calculation sheet is submitted with technical bid, then tender will be out rightly rejected.
- 15. The Contractor shall be fully responsible and shall indemnify 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.
- 16. The contractor shall pay the personnel deployed in NABARD premises, their wages in accordance with the **Minimum Wages Act**, 1948 (amended time to time) on a monthly basis. The contractor shall also make PF contribution, ESI contribution, bonus payments and or any other statutory contribution in respect of the personnel deployed by them in NABARD. Contractor shall indemnify NABARD for this. Contractor shall present the proof of the same along with the bill.
- 17. The contractor will be responsible and ensure timely payment to its personnel deployed in the premises and compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance, etc. in respect of the persons deployed by them in NABARD and under intimation/in the presence of NABARD officer. The Contractor shall be responsible to fulfil all the obligations in connection with the workers employed by it for the purpose of the Contract and all the Statutory and other liabilities if any including minimum wages of Central/ State Govt. (whichever is higher shall be applicable), conformity to labour laws, leave, salary, uniform, identity cards, ex-gratia, ESI, Provident Fund, Workman Compensation, if any, etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor. The contractor shall

- liaise with Labour Deptt. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.
- 18. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules. The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into Maintenance Contract and the Bank will not in any way be liable or responsible for any default / irregularities. Any penalty imposed on NABARD by any statutory authority on this account shall be directly recovered from contractor's any bill or earnest money deposited with NABARD. The contractor shall indemnify NABARD of any responsibility on this account and or any penalties imposed on the Contractor's part.

The following requisites are to be fulfilled by the contractor:

- a) Time schedule of works.
- b) Presence of required number of the persons at the site as per contract.
- c) Maintain desired quality of the work as per specification

# The penalties for not complying with the above are indicated in Special Conditions of contract.

- 19. The contractor shall, for all intents and purposes, be the "Employer" within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/ compensation /absorption / regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
- 20. The Contractor shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and States) that may be enforced from time to time by the Appropriate Authorities. NABARD shall not be responsible for any penalty on failure on the part of contractor to comply with any Labour Regulations. The contractor shall maintain attendance register of his staff employed at various sites and wage register for payment (at least minimum wages as per Center or State Govt. whichever is higher shall be paid) with all records up to date as per the labour regulations. The contractor shall submit the monthly payment records to the staff employed by him.
- 21. The contractor shall ensure that the payment is regularly credited to the bank account of the individual labour employed at Bank's premises and pay slips for respective payments are duly issued regularly. NABARD will ask for present/past pay slips and payment records related to ESI/PF to be submitted along with the monthly bill. In <a href="extraordinary">extraordinary</a> case of wages being disbursed in cash, the same may be done in the presence of authorized representative of NABARD as required as under relevant law.
- 18. The manpower deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously.
- 19. No additional payment shall be made if contractor keeps more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provision.

- 20. The Contractor or his authorised representative should visit the site as per requirement and meet NABARD's Engineer with prior appointment for any clarifications and to receive instructions, etc. at the site.
  - 21. The Contractor's workmen should report to ACT/ Site supervisor as per timings mentioned elsewhere in this document. A register will be kept at site on all the locations showing attendance on day to day basis and which will be countersigned by the security guard on duty the time when contractor's worker arrives & signs at site. The same shall also be signed by ACT & the same or copy shall be presented along with the Contractor's monthly bill.
- 22. The workers / staff employed should wear uniforms displaying contractor firm's name and must carry ID card issued by the contractor during the working hours. The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations under this Contract. Any indecent behaviour / suspicious activities of the staff employed shall be viewed seriously and a suitable penalty shall be imposed on contractor. The contractor is also required to submit the list of workers with photo ID, educational qualification, address proof, etc. before deputing the workers. An attendance register shall be maintained at site indicating number of persons deployed for the inspection by NABARD officials/ representative.
- 23. 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 levy damages or fine and / or even terminate the Contract forthwith, if necessary.
- 24. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves 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. The contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to NABARD or any person authorized by NABARD, on demand. Further, the contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.
  - 25. For any dispute, the decision of NABARD shall be final and binding upon the contractor. However, any dispute or difference whatsoever arising on any matter concerning this contract between the parties out of or relating to the services, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled through court of law in Ranchi.
- 26. 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.
- 27. The personnel deployed by the Contractor 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.
- 28. The work should be carried out with minimum 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.

- 29. The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required, in accordance with this Tender. The Contractor should obtain approvals, if any, necessary for the work from the Statutory Bodies on behalf of the NABARD.
- 30. The Contractor shall assist the NABARD fully in respect of any liaison with the Municipal or any other Authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to the NABARD.
- 31. The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD's residential/Office premises.
- 32. The engaged staff shall also undertake other specific work related with/without housekeeping works and other works during working hours as per instruction of ACT/ Engineer, if required.
- 33. <u>Termination of agreement:</u> "If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a **notice period of 30 days**, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period if
  - (a) in the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or
  - (b) the contractor commits a breach of any terms and conditions of this agreement and/or
  - (c) the contractor 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 contractor and/or
  - (d) for any reason whatsoever, the contractor 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 contractor or his business without the prior approval in writing of the Bank to such variation.
- 34. In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
- 35. In case the Contractor desires to terminate the Contract, he may do so by giving the Bank **a notice period of three months**.
- 36. 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 the 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.
- 37. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD. But he can engage various licensed agencies/agencies for carrying out different works.
- 38. While submitting the monthly bill for AMC, the contractors have to submit all the required documents / statements as desired by NABARD. Contractor will not link payments to his labours with the settlement of his bill by NABARD.

- 39. It is the contractor's responsibility to coordinate with other service providers viz. companies, municipality etc. for completion of the work, if required and attending to the work along with liasioning with local bodies including making payments to statutory bodies. Bank shall reimburse the payments for such works on production of valid receipts. No other charges for such works shall be payable. Further, for smooth functioning the contractor will have to coordinate with other external agencies to whom related AMC work assigned by NABARD.
- 40. It is the contractor's responsibility to provide skilled worker, sweepers, both male and female workers, whose identity is duly verified by the Police, to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank.
- 41. The contractor should have efficient and highly skilled technical staff.
- 42. All the bidder who are unsuccessful in price bid but qualified the Technical bid will be empaneled for the respective categories. Separate quotations/bids will be called from these empaneled vendors for future works which are not covered under this maintenance contract as and when necessary.
- 43. Minimum Establishment/ Administrative cost should not be less than 1% (1 percent).
- 44. Bids with Service charge of minimum **2% (2 percent)** can be considered as responsive and such bids can be considered for further evaluation. Service Charges claimed by contractor should include management and supervisory charges including Contractor's Profit, materials required on monthly basis wherever the tender requires the contractor to bear the cost of materials, tools and equipment as per requirement, uniform for labourers, other overheads, etc. Contractors may be advised to quote service charges after due diligence which should be reasonable and workable.
- 45. Further, the proof of statutory payments such as Minimum Wages, EPF and ESI to contract workers for the preceding month are to be produced by contractors for settlement of bills of succeeding month.
- 46. Contractors shall, wherever applicable, pay Bonus at Govt. approved rate (prevailing rate @ 8.33% of Minimum Wages) to the eligible contract workers and the same is payable to contractor on reimbursement basis on production of proof of payment.
- 47. Material charges, Overhead charges including insurance and other risk coverage of labours to be quoted in the Price Bid. All requisite materials required for a month to be deposited in advance with NABARD.
- 48. In order to ensure the above statutory requirements, ROs / TEs may comply with the following while inviting fresh tenders / entering into labour service contracts for various services at Office Buildings and Residential Colonies:
- i. The bidder shall hold valid license under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and shall fulfil all conditions required under the Act/Rules as amended from time to time.
- ii. The bidder shall, irrespective of number of persons employed, be registered under the relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 respectively.
- iii. The bidder shall be registered with Income Tax and Goods & Services Tax (GST) authorities.
- iv. An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax to be submitted.
- v. Bids quoted with administrative/service charges less than or equal to the applicable TDS (IT-TDS and/or GST-TDS) would be treated as unresponsive and invalid, which are liable for rejection.
- vi. Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.

- vii. Non-compliance of any of the conditions (i to vi) mentioned above by the bidder will amount to noneligibility for the service for which tender has been invited and such bids shall be summarily rejected.
- viii. Selection Criteria for Awarding of Contract in case of Multiple L1 Bidders will be based on guidelines of Quality and Cost Based Selection (QCBS) criteria issued by NABARD Head Office as on date of tender opening.

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

Signature of the Tenderer: Name and Seal

Place and Date

Address

#### 5. SPECIAL CONDITIONS OF THE CONTRACT

- 1) NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract."
- 2) Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
- 3) Contractor shall maintain **job cards** and a proper Record/Register indicating reasons for not attending to any particular work time schedule. The periodicity and expected schedules are given in the scope of work. Time is the essence of the contract and for any pending/incomplete work as well as for any substandard work, the amount of deduction/ penalty per week shall be calculated at 0.25% of the accepted tender amount, subject to a maximum of 5% of the accepted tender amount. The responsibility of engaging and maintaining adequate/sanctioned strength of workers lies with the Contractor in view of timely attention and completion of the routine works within the given time frame. In case of non-attendance or non-timely attendance or non-timely completion or below-standard carrying out of any work by the contractor, the Bank shall get the work satisfactorily carried out through its other agencies at the risk and cost of the contractor. Apart from making payments to the said other agencies from the dues of the contractor, the Bank shall also levy a penalty as above.
- 4) In case of emergency work, no extra payment for working in odd hour will be made.
- 5) The property will be handed over to the Contractor on 'as is where is' basis and the contractor shall ensure proper service to a reasonably satisfactory level.
- 6) NABARD reserves to change scope of work or the number of labours during the contract period.

#### **Declaration by the Contractor**

Address:

We / I have read and understood the Scope of Work and special terms and conditions for the AMC works in the entire Office premises / Colony (both inside and outside ) and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Further, we / I also declare that no prohibitive things/banned chemicals will be used, which are harmful to human life.

Sign			
Date & Place:			

# 6. Basic Information about Bidder

Sr.	Particulars	
No.		Details
1	Name of the Applicant/Organisation and address of their registered office	
2	Type of the Organization (whether Sole Proprietorship/ Partnership/Private Limited/ Limited or Cooperative Body etc.)	
3	Name of the Proprietor/Partners/Directors of the organization	(a)
		(b) (c)
4	Details of Registration (Whether Partnership firm, Company, etc.) - Registering Authority, Date, Registration No., etc. mentioning the business/activity of the firm	
5	Experience in the field of Civil, Plumbing & Sanitary, Electrical and Carpentry Maintenance Works (Years)	
6	Technical personnel available in the organization (Details to be furnished in 7.c)	
7	Address of office through which the proposed work of National Bank for Agriculture and Rural Development (NABARD) will be handled and the name and designation of the Officer-in-Charge	
8	Adequate and satisfactory evidence to indicate financial capacity of the Organisation to undertake the said work with names of Bankers and their full address. (Solvency certificate from the Bank and Income Tax clearance certificate shall be attached.)	
10	Yearly turnover of the company during last 3 years (Yearwise) duly audited by a CA.  – Attach balance sheet/P&L a/c statement and IT returns of the firm of last three years.	
11	Whether any Civil Suit/Litigation arisen in the contracts executed during the last 5 years/being executed. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and date and brief details of litigation	

### 7. Work Experience

#### a) Previous Experience

List of important works done in last five years (as per the pre- qualification criteria mentioned in this tender)

Sr. No	Name & Location of work	Cost of work	Name of owner	Full address	Name of the contact person from owner's side for whom work was executed	Contact no. of the contact per son of the owner (Mandatory )	Email id of the contact person (Mandatory )	Completion Stipulated	period Actual	Whether the work was left incomplete (reasons if any for delay in completion of work) or contract was terminated from either side (give full details)	Any other relevant Information

Note: - The supporting documents like work order, experience certificate, completion certificate shall be enclosed mandatorily.

#### b) Ongoing Projects

List of important works on Hand.

with work was executed Stipulated	Actual	completion of work) or contract was terminated from either side (give full details)	

Note: - The supporting documents like work order, experience certificate, completion certificate shall be enclosed mandatorily.

c)	List of personnel in payroll and their experience in the field of Civil, Plumbing and Sa	nitary,
	Electrical and Carpentry maintenance works	

List of your personnel, giving details about their technical qualifications and experience including that in your establishment.

Sr. No.	Name	Age	Qualifications	Work experience	Nature of works handled

### 8. Scope of Work

#### 1. Civil, Plumbing works (Quarters)

Broadly, the work shall include the following:

- a) Maintenance of plumbing / sanitary installations in 66 nos. of Officers Quarters including Visiting Officers' flats (VOFs), Single Room Accommodation (SRAs), Gym, dispensary, staircases, common areas, Community Hall, Guard rooms, CT office, compound / lawn, pump house etc. and any other related fittings and / or fixtures inside the periphery of NABARD Officers Quarters at Blocks 19 & 20, Sector 1, NGHC, Khelgaon, Ranchi 834009.
- b) Providing the services of skilled plumber with valid ITI certificate (2 years' course) with 5 years of similar experience at Officers Quarters and who will look after day-to-day complaint during all days of week.

	6 days a week that include	2 oo AM to 10 oo Noon and
Staff Quarters	6 days a week, that include	8.00 AM to 12.00 Noon, and
Stall Quarters	Saturday and Sunday	3.00 PM to 7.00 PM

- c) Removal of blockage from drainage lines / water supply pipes, gully traps, nahani traps, man holes / grease chambers, bottle traps, kitchen sinks, wash basins, urinals, WCs, bath tubs and related sanitary fittings. If removal and re-fixing of connecting pipes / pieces, tap cock, pillar cock, stop cock, valves and CI fitting such as Eye Plug etc., are required, the same has to be done without claiming any extra charges (Scaffolding, if required will be paid separately). Extra ordinary blockages from drainage lines inside the pavements if done by calling Municipal Corporation plumber or outside party will be paid separately as per schedule or as approved by the Bank.
- d) Keeping the rain water outlets on terraces, canopies free of debris, foreign material etc., to ensure quick flow of water from terraces, etc.
- e) Replacement of washer including cost of washer for bib taps, pillar taps, stop cocks, rubber gasket for flushing cistern and plunger washers for low lever flushing tanks vi. Repairing of flushing systems including removal of siphons, bell, float valves, provision of quarter pins, plunger washer, nut & bolts for siphon, "S" hooks, spindles for the ball cock etc., including removal & re-fixing of tanks with new accessories of appropriate sizes mentioned and making flushing tank in good working condition.
- f) Disconnecting and reconnecting plumbing connection in case of water heaters, geysers, coolers, electrical gadgets e.g. washing machine, whenever such electrical gadgets are required to be replaced / repaired.
- g) Cementing of joints of various drainage lines on ground, taps between wash basins, re-fixing of loose border patties of kitchen platforms, door sills, etc., removal and re-fixing of leaking connections of GI Pipes and specials including cost of required white / ordinary cement and white lead and any other jointing materials as may be required.
- h) Disconnecting and reconnecting suction and delivery connections 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 and also from GI down take supply lines (Scaffolding above first floor will be paid as per schedule rates).
- i) Re-fixing of loose fixtures and fittings including supporting brackets such as washbasins, sinks, flushing cistern, drain boards, towel rods, mirrors, glass shelves, soap holders, nahani traps, gratings, any other fixtures and fittings as existing in the properties including removal of existing fittings / fixtures without causing any damage. Grouting of new wooden plugs in cement mortars and re-fixing with new screws, removing where necessary.
- j) The contractor will have to take approval of fittings and fixtures from the Bank's Care Taker/ Asst. Care Taker and has to ensure that the same are being provided in the course of the contract.
- k) The contractor shall be required to do the cleaning of all the overhead / underground water tanks once in three months as per the rates to be approved separately and as directed by the Bank.
- All replacements, fittings / fixtures, etc., irrespective of cost per item as per schedule rates shall be done only with the concurrence / written permission of the officer designated for this purpose by the bank.

- m) Payment shall be made as per the approved rates for replacement of fittings / fixtures, repairs separately on monthly basis in addition to the usual service charges for Plumber-cum-Mason. For this purpose, the contractor will provide to us rates of various items. AMC for plumbing and sanitary works will be awarded on the basis of rates furnished to us for maintaining the plumbing and sanitary installations as well as supply of all replacements, fittings and fixtures. The rates will be approved in consultation with the contractor. These rates will hold good for entire period of contract. No request for enhancement in the approved rates will be entertained under any circumstances during the currency of contract
- n) The contractor shall provide the services of one plumber at NABARD, Officers' Quarters, Ranchi who will look after day to day complaints for maintaining the plumbing & Sanitary Installations in the Bank's properties at Bhopal. In case of emergency works, the plumber will have to continue till the emergency is over. In case of emergency, they may be asked to work on days other than those specified in this contract without any extra charges. The weekly off day shall be decided by the Bank.
- o) The contractor shall arrange for all necessary tools, tackles, ladders, drill machines, J-Hooks and measuring instruments required for the repair works within the quoted rates. The contractor shall also provide and maintain at his own cost all required tools, tackles and measuring instrument at site.
- p) The charges quoted shall include wages, transportation, maintenance of kit containing all tools and equipments required for the work, incidental charges and contractors profits & overheads.
- q) The contractor shall make his own arrangement for providing plumber (as and when needed) on the day when the regular staff is absent. In case of major failure, the contractor shall provide the required number of plumbers / helpers / supervisors to rectify the fault immediately on receipt of written/oral communication from the Bank.
- r) The plumber shall attend the duty timings as decided by the Bank. He shall collect complaints from the Care Taker or from the complaint book and attend the same on the same day and in any case within next 24 hours.
- s) All complaints shall be attended to immediately on receipt of the complaints / information. No complaint shall remain unattended for more than 24 hours. If any complaint is likely to take more time for its resolution, the same will be immediately brought to the notice of Care Taker / Protocol & Security Officer. The complaints of complicated nature and beyond the scope of work shall be reported back immediately to the Care Taker / Protocol & Security Officer.
- t) The contractor shall remove from work any worker who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of the Bank.
- all types of Plumbing & Sanitary Maintenance Works including repairs / preventive maintenance works shall be carried out by the Plumber on duty.
  - The rates quoted for the Comprehensive Maintenance Charges shall include the following (Internal and External areas in the Premises):
- a) Attending to all the complaints recorded in complaint register/received in writing relating to Civil, Water Supply and Sanitary Systems & Plumbing works and allied works and rectifying the defects wherever necessary including cost of minor materials (like adhesives, screws, nails, nut & bolt, washer, brackets, clips, grease, mobil, M- seal, rubber washer, wooden plugs, clamps etc. as well as item/work costing individually upto Rs. 50/-) replaced in the premises. All the old/unusable/scrap material (which will be created during repair/maintenance work) will belong to contractor and the contractor may give rebate for these scrap materials in the monthly AMC charges as well as ensure removal of same after settlement of its material bill/extra items bill, in case the bill is raised. The contractor has to arrange for Pressure Pump also, if required for testing of leakages in the pipes for removing the blockage in water pipes.
- b) Minor PCC work, brick work, stone masonry work, plaster etc. in patches related to comprehensive maintenance/replacement works for an area upto 0.1 sq m. Re-plastering of walls, ceilings, floors with suitable cement mortar to the required thickness including removal of old plaster upto 0.1 sq m at any one location related to comprehensive maintenance works in the premises. For plastering more than 0.1 sq m, extra payment will be made. Therefore, the contractor will engage the mason as and when required for plastering and other works.

- c) Rectifying the defects and refitting the existing bib cocks, stop cocks, sink cocks, pillar cocks, valves etc. (CI and PVC materials will not be allowed) including cost of minor materials replaced.
- d) Rectifying defects and refitting the existing handles pull chain, plungers, washers, water supply inlet and outlet connections, ball cocks and overflow pipe of flush tank including cost of minor materials replaced.
- e) Rectifying defects and re-fixing existing water supply inlet and outlet connections, waste coupling, brackets, etc. of the wash basins including cost of minor materials replaced.
- f) Rectifying defects and refitting the existing shower roses and anodized Aluminium / SS towel rods with brackets similar to existing ones, of required sizes and materials in bathrooms including cost of minor materials replaced.
- g) Rectifying defects in disturbed MS/GI/CI clamps, wooden plugs, brackets etc. of existing PVC/AC/GI pipelines and specials including cost of minor materials replaced.
- h) Replacing door sills, threshold of doors, with suitable material matching the existing one including cost of minor materials.
- i) Making holes in stone/brick masonry and RCC wall of any size, roofs, chajjas etc. to facilitate plumbing works etc. and making good the same wherever necessary.
- j) Filling the joints of traps ( with M-seal etc.) and cracks/joints/holes of walls, ceilings, kitchen sink/platform, wash basin, bathrooms, toilets, side of the door frames, sills etc. with suitable sealant, adhesives, cement etc. and pointing of tiles.
- k) Refitting the disturbed/fallen tiles in floors, walls, with suitable adhesive including cost of minor materials replaced.
- l) Closing the rat holes using broken glass pieces, rodenticides and PCC in the plinth protection/common areas as per requirement, periodically.
- m) Breaking any old floor, brick bat coba, PCC work, RCC work, brick work etc. wherever necessary, related to comprehensive maintenance works.
- n) Cleaning of drinking water/pipelines, rain water lines, waste and soil water pipes, bore well water lines including disconnecting and reconnecting the pipes as per requirements. Fittings and pipes, if change, will be paid extra.
- o) Thoroughly Cleaning of manholes, gully traps, gutters etc. and sewer lines & storm lines and removing the silts, mud chokes in the lines below/above ground level for smooth functioning of sewerage/storm pipe /drain system inside the colony, once in a year ( before monsoon) and disposing immediately the silts, mud, debris etc.
- p) Disconnecting and reconnecting plumbing connection in case of water heaters/geyser, electrical gadgets, wherever such electrical items are required to be replaced/ repaired.
- q) Arresting leakage through window sills, etc. and arresting leakage in sanitary and water lines with sealant/caulking materials.
- r) Eradicating weeds, shrubs, etc. and removal of plant growth in external and common areas of buildings and in plumbing lines periodically without any extra cost such as scaffolding etc. by pouring acid/saturated ammonium solution periodically. For external work which involves working at height more than 06 metres from ground i.e. more than 2 storeys, NABARD will pay only for scaffolding separately (not for jhula, ladder etc.) and decision for erection of scaffolding will be taken by the Site Supervisor/CT.
- s) Painting/white washing/colour washing of patches, related to the rectification/replacement works with matching coats.
- t) Cutting, threading of GI/MS pipes of any sizes and jointing and applying paint, wherever rectification/replacements are carried out.
- u) Rectification of pipes and fittings of any materials (CI, GI, MS, AC, PVC etc.) and sizes, valves, taps, cocks, waste coupling, cowl etc. including cost of minor materials like GI specials, couplings, washers, stems, cowl etc. replaced and setting right dislocated pipelines in proper position/condition and arresting leakage.
- v) De -watering any spaces related to maintenance works and upkeep of premises as necessary.
- w) Maintenance works and minor repairs like crack filling, patch plaster of broken/damaged portion, etc. to open gutters/drains, platforms, pathways, courts, fencing and compound wall.
- x) Earth work related to the comprehensive maintenance/replacement works.

y) The replacement of materials related to above, if any, required to be considered for payment and the works related to improvements, alterations and additions shall be paid for extra separately, subject to terms and conditions, at the rate as per Rate Contract Works and / or Rate Analysis based on the actual site measurements.

#### 2. Carpentry work (Quarters)

Broadly, the work shall include the following:

- a) All carpentry related work in 66 nos. of Officers Quarters including Visiting Officers' flats (VOFs), Single Room Accommodation (SRAs), Gym, dispensary, staircases, common areas, Community Hall, Guard rooms, CT office, compound / lawn, pump house etc. and maintenance of all fittings and / or fixtures inside the periphery of NABARD Officers Quarters at Blocks 19 & 20, Sector 1, NGHC, Khelgaon, Ranchi 834009.
- b) Providing the services of skilled carpenter as per requirement of the Bank.
- c) Repair / replacement of fixtures & fittings at different locations.
- d) Repair / replacement of wire mesh shutters, doors, windows and almirahs.
- e) Repairing / replacement of door closers (conventional series).
- f) Repairing / replacement of beds and other furniture in VOFs / SRAs.
- g) Repairing / replacement of Godrej night latches.
- h) Painting of name plates at Office Premises and Staff Quarters.
- i) Replacement of glass panes.
- j) Repair / replacement of Aluminium doors, windows, partitions (Fixed and openable).

The above list of items / works is illustrative only and the maintenance contractor is supposed to carry out all the jobs related thereto.

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

a) The contractor shall provide the services of one skilled carpenter-cum-fitter having valid ITI certificate (2 years' course) in Carpenter and Fitter trade with 5 years of similar experience at Officers Quarters and who will look after day to day complaint during all days of week.

Stoff Overtons	6 days a week, that include	8.00 AM to 12.00 Noon, and
Staff Quarters	Saturday and Sunday	3.00 PM to 7.00 PM

- a) Attending to all the Complaint mentioned in Complaint Register/received in writing relating to carpentry and allied work and rectifying the defects wherever necessary including cost of minor materials (with necessary tools and minor items like adhesives, screws, nails, nut & bolt, washer, bracket, clips, grease, mobil, M-seal, rubber for stopper, rubber buffer etc. as well as item/work costing individually upto Rs. 50/-) replaced in the premises. All the old/unusable/scrap material (which will be created during repair/maintenance work) will belong to contractor and the contractor may give rebate for these scrap materials in the monthly AMC charges as well as ensure removal of same after settlement of its material bill/extra items bill, in case the bill is raised.
- b) Repairing MS doors, gates 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 fittings/fixtures similar to the existing one for filling up the holds, if any, in the frames. Replacement of MS sections, members and glass will be paid extra as well as for arrangement of welding machines & welder. No payment will be made for nails, screws, adhesives etc.
- c) Making holes in stone/brick masonry and RCC wall of any size, roofs, chajjas, etc. to facilitate carpentry works and making good the same wherever necessary.
- d) Rectifying and replacing peepholes, safety chains, hooks, hinges, aldrops, tower bolts, knobs handles, door stoppers, hold fasts, bearing, clamps, picture hooks, nails, screws, nylon rope and brackets for cloth drying arrangement etc., but costing more than Rs. 50/- each with suitable material like the existing one. For a completely new work or old item replacement costing more than Rs. 50/- each, extra payment will be made.

#### 3. Electrical maintenance work (Quarters)

The electrical maintenance work shall broadly include the following:

- I. Maintenance of Electrical Installations including geysers, fans, tube lights, heaters, blowers etc. in 66 nos. of Officers Quarters including Visiting Officers' flats (VOFs), Single Room Accommodation (SRAs), Gym, dispensary, staircases, common areas, Community Hall, Guard rooms, CT office, compound / lawn, pump house etc. and any other electrical fittings and / or fixtures inside the periphery of NABARD Officers Quarters at Blocks 19 & 20, Sector 1, NGHC, Khelgaon, Ranchi 834009.
- II. The Contractor must have a valid electrical contractor's license. The electricians employed by the contractor should also have valid ITI certificate (2 years' course) in Electrician trade with 5 years of similar experience.
- III. Maintenance of pump sets with complete electrical installation including starters, switches, cables etc. installed in Staff Quarters for various purposes. This includes monthly servicing of the motors like oiling, greasing, cleaning, replacement of worn out glands rubber bushes etc. This shall also include repair / servicing of the same. It will also include repair and replacement of wheel valve, non-return valve and foot valve inside the pump house. The same needs to be attended on top priority basis as the same affects water supply system.
- IV. All the Electrical repairs/ replacement works necessary to maintain safe and uninterrupted electrical supplies to the individual flats and common areas including Visiting Officers' flats (VOFs), Single Room Accommodation (SRAs), Gym, dispensary, staircases, common areas, Community Hall, Guard rooms, CT office, compound / lawn, pump house etc. within NABARD's premises are covered under the Comprehensive AMC. The scope of Comprehensive AMC works includes:
  - a) Repairs of all standard electrical amenities provided inside the Bank's flats as well as provided in common areas, like Damaged wiring/defective 5A/15A switches, sockets & Plugs, buzzer bells, dingdong bells, cut outs, DP Switches, Fan regulator, Capacitors for Fans, Ceiling rose, Electromagnetic FTL Chokes (copper ballast), Starters/holders/Tubes, 5A/15A Kit-kat Fuse with base, bulb holders, Acrylic/Mica sheets for Switch boards, Telephone sockets, PVC conduit upto 2 metres, Glass dome, Candle bulbs in VOF, 11 W 2 pin PL lamp, CFL/LED lamp (The make of the items so replaced should be strictly as per the list of approved makes given in the specifications, elsewhere. Where the approved makes are not available, the Make of such material should be as approved by NABARD's Care Taker). All the old/unusable/scrap material (which will be created during repair/maintenance work) will belong to contractor and the contractor may give rebate for these scrap materials in the monthly AMC charges as well as ensure removal of same after settlement of its material bill/extra items bill, in case the bill is raised.
  - b) Contractor has to take possession of the new fixtures purchased by NABARD to carry out test checks/installation of these items at the location of old damaged/defective items viz: Tube fixtures / fans / gevsers/ chimney etc.
  - c) Greasing of Fan bearings and painting of switch boards, fans on requirement basis only.
  - d) Screws/ nuts/ bolts/ wooden plugs/ saddle & spacers/Adhesive tapes/ tools & tackles etc. as may be necessary for the entire work.
  - e) Quarterly cleaning and checking of the ceiling/exhaust fans in VOF, common area/lift fans. Monthly cleaning of all the common area lighting/ fan fixture and meter rooms / boards as well as cleaning of all the meter rooms / boards. The rates also include cleaning of fans, tube lights and other electrical installations on half-yearly basis.
  - f) Routine preventive maintenance works such as checking, cleaning, tightening of electrical wiring connections/joints, fans and putting accessories as and when required.
  - g) Minor repairs to Storage/Instant type Geysers, such as checking / replacement of thermostat, heating coil, wiring, safety valve etc. inclusive of removing and refixing of Geysers, if required.
  - h) Removal of defective pedestal and ceiling fans, exhaust fans and refixing them back after repairing. Fixing new fans including the Exhaust fans/Ceiling fans.
  - i) Minor repairs to fans i.e. change of the capacitor, bearings, wiring, oscillating mechanism etc. overhauling and greasing / oiling as required.
  - j) Repairs to Mercury / Sodium vapour / Halogen / LED fittings mounted on the building/poles including replacement of MV / Sodium / Halogen / LED lamps, accessories and repairs of cables.

- k) Insulation resistance testing for all the conductors inside the flat and in the meter room for at least two to three flats in each building once a year.
- l) Measurement of earth resistance for all the available earth pits once a year.
- m) Watering all the available earth pits monthly.
- n) Checking of load current on the main incoming cable to each meter room monthly.
- o) Operate and maintain the water supply pumps to fill up the overhead storage tanks and ensure that the overhead tanks are adequately filled at the beginning of the day.
- p) Any other Electrical Maintenance related works as per Bank's Care Taker's directions.
- q) Details of the items for extra payment in case of new replacement: As and when necessary, the following works shall be attended and carried out by the AMC agency on chargeable basis and payment will be made as per procedure mentioned in "Special Conditions" for the following items:
- a. Point wiring for 5A / 20A circuits.
- b. Fans/Rewinding of fans.
- c. Replacement of Geyser coils.
- d. Replacement of Thermostats for the Geyser.
- e. All types of MCBs/ RCCBs/ ELCBs
- f. Replacement of switch, plug and switch board unless otherwise mentioned any of the approved makes or brands shall be allowed to be used. Other specific equivalent brands with BIS mark may be allowed to be used, if approved by NABARD. The tenderer shall distinctly understand that it will not be their prerogative to insist on a particular brand from the list. Final selection will be done with the approval of the Bank.

The above list of items / works is illustrative only and the maintenance contractor is supposed to carry out all the jobs related thereto.

The contractor will provide sufficient manpower to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank. In case of emergency, the contractor shall be required to post additional staff without any extra cost to the Bank. The contractor will provide sufficient number of supervisors to ensure proper and effective supervision. The weekly off to the Electricians shall be provided as per the provisions of relevant Act.

b) The contractor shall provide the services of two skilled electricians having valid ITI certificate (2 years' course) in Electrician trade with 5 years of similar experience, who will look after day to day complaint during all days of week at Officers Quarters.

a. «Co	6 days a week, that include Saturday and Sunday	Shift 1: 06:00 hrs to 14:00 hrs Shift 2: 14:00 hrs to 22:00 hrs
Staff Quarters	(both electricians should not take leave on same day)	

- c) The contractor shall provide necessary screws, batten clips, fuse wires, insulation tapes etc., required for the repair works within the quoted rates.
- d) The contractor shall arrange for all necessary tools, ladders, drilling machines etc., required for the quality maintenance work. The contractor shall also provide and maintain all required tools, tackles and measuring instruments at site at his own cost.
- e) All complaints shall be attended to immediately on receipt of the complaints / information. No complaint shall remain unattended for more than 24 hours. If any complaint is likely to take more time for its resolution, the same will be immediately brought to the notice of Care Taker. The complaints of complicated nature and beyond the scope of work shall be reported back immediately to the Care Taker.
- f) The electrician/wiremen deputed by the contractor shall be capable of repairs of all electrical gadgets like fans, exhaust fans, fittings, heaters, geysers, wiring, cabling, luminary fittings and related items. He should have primary knowledge of functioning / operation / repair of H.T. Lines, transformers, H.T. OCB, ACB, L.T. Panels including AMF panel, PFC, DG set, AC systems (Central / Packaged / Ductable AC Units & Window AC, including microprocessor panels.
- g) The contactor shall make his own arrangement for providing mechanics / wiremen / electrician and helper (as and when needed) in the event of absence of his regular staff. In case of major failure, the

- contractor shall provide the required number of electricians / helpers / supervisors to rectify the fault immediately on receipt of written / oral communication from the bank.
- h) The contractor shall remove from work, any worker, who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of the Bank.
- i) All type of Electrical Maintenance works including repairs / preventive maintenance works shall be carried out by the electrician/wiremen on duty. This shall also include cleaning of all the electrical installations including meter boards, switch boards, staircase / compound area bulbs, tube lights, fans and fittings etc. in such a manner that all these equipment are thoroughly cleaned at least twice a year.
- j) The testing of electrical installations shall be carried out as per the instructions of Officer/CT of the
- k) The contractor will provide experienced staff / workers in the eventuality of breakdown in the power system. He should restore the supply in the shortest possible time. It shall be the duty of the contractor to do liaison work with Electricity Supply Company as and when necessary and required. No additional payment of any kind shall be made for such an eventuality. The incidental charges to be paid to the same by the contractor shall normally be borne by the contractor and will be considered for reimbursed by NABARD on case to case basis on production of invoice.
- 1) Cost of items required to be replaced during the course of maintenance contract will be paid separately to the contractor on submission of bills. For this purpose, contractor shall furnish to us rates of normal / routine items which are required on day to day basis and the same will be applicable after approval by the Bank. Spare parts replaced shall be of standard quality and manufactured by leading brands and should have ISI mark certification. These rates will hold good for entire period of contract. No request for enhancement in the approved rates will be entertained under any circumstances during the currency of contract.

#### 4. Electrical Maintenance work (Office Building)

The Contractor with valid license will deploy one skilled electrician having valid ITI certificate (2 years' course) in Electrician trade with 5 years of similar experience to carry out the following work at NABARD's Office Building near PHED Water Tank, Bariatu-Booty Road, Ranchi – 834009.

- a) Operate and maintain power supply for electrical and electronic installations like Fire Fighting system, Water coolers, DG Set, Lights, Fans, PA System, LAN, EPABX etc. in the building.
- b) Operate and maintain the water supply pumps to fill up the overhead storage tanks and ensure that the overhead tanks are adequately filled at the beginning of the day.
- c) Operation and monitoring of Diesel Generator (DG) set, as and when required in working hours, including maintenance of DG set operation register. Diesel will be provided by the Bank as per requirement upon intimation.
- d) Timely switching ON & Switching OFF of lights, fans, air conditioners, & other electrical equipment as per Bank's directions.
- e) Weekly cleaning of air filters and periodic adjustment of temperature set point as per Bank's direction.
- f) The contractor shall make his own arrangements to provide alternative skilled workers on the day when regular worker is absent.
- g) Daily/Weekly routine checks/critical checks of electrical installation duly recorded in prescribed formats.
- h) The contractor shall also provide necessary screws, batten clips, fuse wire, insulation tape, etc., required for the repair works and supply all necessary materials / tools and tackles required for periodic cleaning of all electrical light fittings, fans / bus bar ducts / DBs / MCCBs, AHUs, Outdoor Units, boards, ducts, Coolers etc. The persons shall be available for duty (8 Hours each including lunch/snacks break) as per the timing decided by the Bank. He will collect the complaints in the form of work slip more particularly for replacement of materials/items from the Assistant Caretaker or Caretaker or from the complaints book and attend to the same on the same day & obtain certification from the respective department or from CT/ACT of Office Premises. Regular and periodical works are to be attended to without any complaint or waiting for instructions from Bank.

- i) The complaints of complicated nature and beyond the scope shall be reported back immediately to the ACT/CT/Protocol & Security Officer for further directions.
- j) The jobs includes quarterly cleaning / tightening of LT panel connections, ACDBs, lighting / Power DBS, monthly cleaning / tightening of LED tube lights / CFL / spot light fittings, fans, switch boards, staircase lights, lift lights etc.
- k) The electrician, so deputed by the contractor shall be capable of minor/urgent repairs of all electrical gadgets like fans, exhaust fans, fittings, heaters, geysers, wiring, cabling, switch gears, junction box, luminary fittings, switch boards, Power sockets and all related items. He should have primary knowledge of functioning/operation/repair of L.T. Panels including AMF panel, PFC, DG set, AC systems (Split/Window AC), UPS including microprocessor panels. He should also have preliminary knowledge of water lifting submersible and Centrifugal (mono block/coupling) Pumps.
- 1) The contractor will provide experienced staff/ workers in the eventuality of any breakdown in the power system. He should restore the supply in the shortest possible time. It shall be the duty of the contractor to do liaison work with JBVNL as and when necessary and required. No additional payment of any kind shall be made for such an eventuality. The incidental charges to be paid to the JBVNL by the contractor shall not be reimbursed by the Bank.
- m) Cost of items required to be replaced during the course of maintenance contract will be paid separately on Monthly basis to the contractor on submission of bills along with work slip containing the signature of the ACT/CT. For this purpose, schedule of rates for different items are enclosed. Materials/fittings/fixtures/Spare parts to be replaced shall be of standard quality and manufactured by leading brands and should have ISI mark certification. These rates will hold good for entire period of contract.
- n) The work area shall broadly include the following: Entire office common areas, various chambers/cabins/halls, Canteen, lounge etc., guard rooms, ACT office, compound/lawn lights, UPS, Server room etc. and any other electrical fittings and / or fixtures inside the periphery of NABARD office.
- o) Repairs and replacement of switches, sockets, control accessories, lamp shades, wires and required electrical accessories in Banks premises.
- p) Cleaning/Repairing/Replacement of light fittings, ceilings and pedestal fans, exhaust fans, switches, distribution boards, street and compound lights. Replacement of main switches, regulators, chokes, starters, tubes, LED lights, distribution boards, control switches, socket outlets, holders, motor starters, spare parts, etc.
- q) Detection of faults in the LED light fittings, other light fittings, fans, exhaust fans/pedestal fans, regulators, main panel, other panels including rising mains DB's, MCB's, ELCB's, MCCBs, Capacitors etc. Detection of faults in all types of wiring such as CTS, surface conduit, cables, etc. and rectifying them by removing the defective wiring as required. In concealed circuit system of wiring where old conduits are damaged rewiring shall be carried out either through surface conduits or wiring as directed under cables fault and its repairs. Termination / gladding of power cables including joint making will be included in contractor's scope.
- r) Watering of all the Earth pits on periodical basis and maintaining the earth resistance within permissible limits for smooth/trouble-free operation of the entire electrical installation including the computer/networking systems. Earth resistance to be measured quarterly in the presence of Bank's officer in single mode.
- s) The contractor shall carry out preventive maintenance of the electrical rising main system and major DBs and panels as per the schedule to be given by the Bank.
- t) Preventive maintenance of electrical installation including 415 Volt/440 volt, three-phase supply.
- u) Failure of Staff to report for Duty: All complaints shall be attended to immediately on receipt of complaints/information. If, however, a complaint remains unattended merely due to negligence of contractor's staff, the same shall be got done through a different agency at contractors risk and cost and recovered from his bill.
- v) It is the responsibility of contractor to provide necessary tools/tackles, measuring instruments, **drill machine** including safety gadgets and consumable like PVC tapes, fuse wires at his own Cost.
- w) Contractor shall extend necessary help to other contractors if any engaged by Bank under separate contract who are allowed to use permanent installations like socket/power/ lights for their respective work.

- x) The normal duty hours of the personnel shall normally be as per the following schedule:
  8.00 Hr to 13.00 Hr and 15:00 Hr to 18: Hr (with 2 hrs lunch break) on all week days excluding
  Saturdays and Sundays/holidays or as directed by the Bank officials.
- y) The materials/items for material used will be reimbursed including expenditure on transportation/overhead, if any.
- z) The Contractor must have a valid electrical contractor's license. The workmen/electrician employed by the contractor should also have valid license for handling LT and MV upto 440 volt, HVAC, Fire Fighting etc.
- aa) DG set operations and maintenance: This activity comes under the scope of electrical maintenance hence special attention has been given to ensure that the DG set is in good running condition every moment. Attention should be taken to check the performance of the set daily and preventive maintenance needs to be ensured through the AMC service provider by liaising. Health and performance report should be shared with the NABARD authority once every month for review. Cost of AMC (OEM) and consumables (diesel/grease etc.) for this activity will be paid by NABARD. The operators have to maintain operation log book for DG set indicating the time of switch ON and OFF, fuel supply, time of breakdown etc.

#### **Declaration by the Contractor**

We / I have read and understood the Scope of Work and special terms and conditions of the tender
we / I have taken into account the above while quoting the rates. We / I accept all the above points
without any reservation from our / my side, in all respects. Further, we / I also declare that no
prohibitive things/banned chemicals will be used, which are harmful to human life.

Place: Date:
(Signature of the Tenderer)
Address

### 9. MINIMUM REQUIREMENT OF MANPOWER

Sr. No	Service	Area	Skilled Electrician	Skilled Plumber- cum-Mason	Skilled Carpenter- cum-Fitter
1	Electrical Maintenance works	NABARD, Jharkhand Regional Office, Ranchi	1 (one)		
2	, ,	NABARD Officers' Quarters, Ranchi	2 (two)	1 (one)	1 (one)

Note: The contractor shall visit the site, ascertain the nature and the scope of work, and submit the bid accordingly.

#### 10. SAFETY CODE

- 1. The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilised dressings and cotton wool.
- 2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
- 3. No portable single ladder shall be over 8 metres in length. The width between the side rails shall not be 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 mazdoor shall be engaged for holding the ladder.
- 4. It is entirely the responsibility of the contractor to follow the safety procedures such as using safety belts, life lines, helmets, rubber gloves etc. depending upon the nature of works. Contractor is free to approach NABARD for any suggestion in this regard. However, any lapse in this regard will be viewed seriously.
- 5. A penalty of Rs. 1,000.00 shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of Rs. 2,000.00 shall be levied if violation is repeated.
- 6. Penal action will also be taken if the contractor's supervisors and workmen do not wear the uniforms and photo identity cards issued and thus pose a security risk to the safety of the Bank's establishments, its staff and the families of its staff
- 7. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.
- 8. An adequate insurance coverage shall be arranged by the contractor for all employees/ workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work.
- 9. Smoking and chewing pan/ tobacco/ gutkha/ any other drugs etc. are prohibited in the building.
- 10. For any job involving welding, soldering, lighting of flames, use of heat source or temporary electrical connection, prior permission from competent authority / designated engineer shall be taken before execution of the same. No job involving heat sources are permitted to be carried out after office hours, holidays and Sundays without prior permission.
- 11. The contractor shall ensure that the persons posted for the work are well conversant with the operation of fire extinguishers.

#### **Declaration by the Contractor**

We / I have read and understood the Safety code for the AMC works in the entire colonies (both inside and outside) and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Place:
Date: (Signature of the Tenderer)
Address:
Name and Seal :

# 11. <u>Proforma for Electronic Payment</u>

payme		ffecting
Name 	and address of contractors/service providers with phone nos.	
	Name of the account holder (As appearing in the Bank account)	
2	Name of the Bank	
3	Name of the Branch	
4	Account Number	
5	IFS Code	
6	Type of account (Savings, Current, etc.)	
7	PAN Number	
8	GSTN Number	

### Signature

Please attach (1) one original cancelled cheque leaf of the above Bank account and (2) copy of PAN Card and (3) allotment letter/registration letter under GSTN (4) Copy of address proof

### 12. AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF RS. 100/- DULY NOTARIZED

#### **DECLARATION**

	I,, sole proprietor/ partner/ authorized signatory of M/s, sole proprietorship/partnership firm/public/private limited company,
	having its principal place of business/ registered office at (Full Address) do hereby solemnly affirm and declare as under:-
	That I am the sole proprietor of M/s
	Or
	That ours is partnership firm having partners as under:- Full Name of partners.
	(a)
	(b)
	(c)
	(d)
	$\mathbf{Or}$
	That ours is a private limited/public limited company incorporated in terms of the provisions of the Companies Act,1956/Companies Act,2013.
	(Delete which is not applicable while typing affidavit)
	If proprietorship, a registration certificate for the same/if partnership Firm, partnership deed is to be enclosed, if private limited/public limited company, Certificate of incorporation and Memorandum & Articles of association to be submitted. All the partners/ directors should sign the affidavit or the person authorized by all the partners or one of the Directors duly authorized by Board Resolution in case of Company can sign with authority letter from all the partners/or Board Resolution in case of Company is to be enclosed.
2.	That I hereby confirm and declare that my/our firm/company M/s is not blacklisted/delisted or debarred or on Holiday list with any company of Private/Public Ltd. or Government Company/Govt. deptt. from participating in the tender as on date.
3	I know that to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit.

#### 13. PRE CONTRACT INTEGRITY PACT

(<u>To be submitted on Rs. 100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder</u>)

#### **Between**

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

And

...... hereinafter referred to as "The Bidder/Contractor"

#### **Preamble**

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

#### Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### **Section2 – Commitments of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

#### Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 – Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

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

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or are presentative or an associate of a Bidder, Contractor or Subcontractor which

constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8 – Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

#### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/ determined by the Chairman of NABARD.

#### Section 10 - Other provisions

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

(For & On behalf of the Principal) (Office Seal)	(For & on behalf of the Bidder/Contractor (Office Seal)
Place	
Date	
Witness 1:	
(Name &Address)	
Witness2:	
(Name &Address)	

#### **14.Draft ARTICLES OF AGREEMENT**

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Head

(On Non-judicial stamp paper of ₹100/=)

**BETWEEN** 

## AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

**THIS AGREEMENT** is made at Ranchi on this ..... day of \_\_\_\_\_ 2022

office at C-24, 'G' Block, Bandra-Kurla Complex, Bandra(East), Mumbai-400051 and Jharkhand Regional Office at Near PHED Water Tank, Bariatu-Booty Road, Ranchi-834009, hereinafter referred to as "NABARD" (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the <b>ONE PART</b>
AND
M/s, a firm/society/company registered/incorporated under the Companies Act, 1956 Act and having its registered office at
(NABARD and the Contractor are collectively hereinafter referred to as "the parties")
<u>WHEREAS</u>
(1) NABARD, being desirous of outsourcing the works relating to Annual Maintenance contract for Housekeeping, open space cleaning, garbage collection, flat / façade cleaning Services (hereinafter referred to "the said works") of its premises at Near PHED Water Tank, Bariatu-Booty Road, Ranchi-834009 (hereinafter collectively referred to as "the said Premises") for the period 01.10.2022 to 31.03.2024, had, vide its letter No
(2) The Contractor had, vide its letter dated, submitted its Tender for undertaking the said works at the said Premises.
(3) NABARD, vide its Letters of Intent Nodated had selected the Contractor for carrying out the said works at the said Premises.
(4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

The contract shall commence from 01.10.2022 and shall continue till 31.03.2024 unless it is

curtailed or terminated by NABARD owning to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of **Rs....... lakh for the said period** to the Contractor for carrying out the said works in the said Premises as per the details given in **Scope of Work** in the tender. The rate will remain fixed throughout the entire period of contract i.e. till 31.03.2024 and is inclusive of all costs such as insurance, taxes,

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled/semiskilled/unskilled labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/Central Govt. whose rates are adopted. NABARD will make payments only after the satisfactory completion of the periodic services on monthly / quarterly basis as indicated in the tender document.

The contractor will implement and operationalise web based / app based complaint registration system if supplied by NABARD. No payment will be made by NABARD to the contractor is this regard.

- 2. The contract may be extended for further period/s after the expiry of the initial period i.e. 31.03.2023 as indicated in the tender document. NABARD shall, in that event, make a request in writing in this behalf to the Contractor one month prior to the expiry of the current contract/extended contract and upon such request, the Contractor shall provide the said works at the said Premises, on the same terms and conditions or with some addition
- /deletion/modification, for a further specific period, mutually agreed upon by the parties.
- 3. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.
- 4. The Contractor should make discreet inquires about the character and antecedents of the persons whom they are deploying in NABARD. The Contractor shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.
- 5. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by:-
- i) List of individuals deployed ii) Bio-Data containing educational qualifications and previous experience/s, date of birth, etc. iii) Certification of verification of antecedents of persons by local Police authority. iv) Identity Cards bearing photograph.
- 6. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in Annexure I of the tender document. No additional payment shall be made if the contractor keeps more staff for completing the pending work or if minimum staff strength is not able to perform satisfactorily as per the contract provision. All deployed manpower shall wear Identity card/s provided by the office every day during working hours.
  - NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.
- 7. The said works at the said Premises, which will be entrusted to the Contractor from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.
- 8. The Contractor shall, for all intents and purposes, be the "Employer" within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him and deployed in NABARD shall remain under the overall control and supervision of the Contractor. The persons deployed by the Contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The Contractor's personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
- 9. The Contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required for carrying out the said works in the said Premises in accordance with this Agreement. The Contractor shall also inform and assist NABARD in procuring any registration, permissions or approvals, which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this

Agreement. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act 1970 and the Rules and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and / or renewed from time to time throughout the currency of this Agreement.

- All persons deployed by the Contractor in NABARD will be subjected to security check by the 10. NABARD while entering and leaving the premises. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.
- 11. The Contractor shall attend to complaints relating to the said work received from the employees of the NABARD and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.
- 12. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.
- 13.NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions/duties, or for payment towards any compensation.
- 14. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to NABARD or any person authorized by NABARD, on demand. Further, the Contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.
- 15.It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD. It will be the responsibility of the contractor for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.
- 16. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, and Sweater to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.
- 17. The Contractor, wherever and whatever material is provided by NABARD, shall use it properly. Any improper use leading to wastage / pilferage shall be made good by the Contractor to NABARD.
- NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal 18. belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed by the Contractor if they sustain any injury etc., while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD. The **CAR** policies are required to be at least for 1.25 times of the contract value.
- 19. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, administrative/organizational matters as all are of confidential/secret nature.

43

- 20. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.
- 21. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.
- 22. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the Officer-in-charge of Department of Premises, Security and Procurement, Head Office NABARD so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
- 23. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.
- 24. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/conflict of interest/misconduct.
- 25. In case, the manpower deployed by the Contractor commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD, remove him/them from the said Premises.
- 26. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in the State of Maharashtra/GoI, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.
- 27. The Contractor, as a taxable service provider, must be registered with Central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans should be serially numbered and it should contain the Name and address of Service Provider & Service Receiver, Description of service, etc.
- 28. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are released before the 7<sup>th</sup> day of the following month *in the presence of NABARD's representative*, irrespective of receipt of payment from NABARD.
- 29. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.
- 30. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 31.The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to NABARD or any other authority under law.

- 32. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees /agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.
- 33. The Contractor will have to deposit a security amount of **Rs.......(Rupees.......)** for NABARD Head Office building and NABARD House to NABARD in the form of DD from a commercial bank covering the period of this Agreement. In case, the Agreement is further extended beyond the initial period, the security deposit would be retained.
- 34. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.
- 35. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Contractor, to the extent of the loss or obligation in monitory terms. If the adjustment is not possible, then the same may be recoverable from the contractor.
- 36. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.
- 37. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.
- 38. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.
- 39. If the services of the contractor are not found satisfactory, the contractor will be given one month notice to improve his services. If the contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the contractor firm can terminate the agreement by giving three months notice in advance. If the Contractor fails to give such three months notice in writing for termination of the agreement, then the Security Deposit will be forfeited. Notwithstanding anything contained in this Agreement, the Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till the date of termination this agreement.
- 40. On the expiry or early termination of the Agreement, the Contractor will withdraw all its personnel without in any way causing any damage to the said premises and the property therein and clear their accounts by paying them all their legal dues. The persons deployed by the contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in NABARD.

#### Resolution of disputes

- 41.1 This Agreement shall be governed by and construed in accordance with the laws of India.
- 41.2 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representative.
- 41.3 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties." 41.4 The venue of the arbitration shall be at **Ranchi.** 

- 41.5 The language of arbitration shall be English.
- 41.6 Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.
- 42. Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.
- 43. This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.
- 44. This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.
- 45. The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies.

In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorised officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered	Signed, sealed and delivered		
By Shri	by Shri		
DGM/ GM			
For & on behalf of NABARD behalf of the Contractor	the duly authorized signatory for & or		
In the presence of	In the presence of		
1	1		
2	2		

# 15. Scoring Model of QCBS

Scoring Model for deciding the L1 in case of multiple vendors found to be L1:

S.no.	Description	Score
1.	Legal Structure	20
	Private/Public limited	20
	Partnership	15
	Proprietorship	10
2.	Work Experience in the field of Civil, Plumbing & Sanitary, Electrical & Carpentry works	10
	≥ 15 years	10
	≥ 10 < 15 years	5
	≥ 5 < 10 years	2
3.	Average Turn Over during the last 3 years ending 31.03.2022	10
	≥50 lakhs	10
	≥35 < 50 lakhs	5
	≥16.95 < 35 lakhs	2
4.	No. of Assignments in Public/private institution (with supply of 5 and above relevant skilled manpower per year) handled in India in last 5 year (as on date of bid submission)	5
	≥ 10	5
	≥ 5 < 10	3
	≥ 2 < 5	1
5.	No of skilled manpower (Electrician, Plumber & Carpenter) in contractor's payroll as on date of bid submission	5
	≥ 20	5
	≥ 10 < 20	3
	≥ 5 < 10	1
	Total marks	50

Evaluation of marks based on the scoring model will be triggered only when multiple bidders are found to be L1. Accordingly, L1 will be decided based on the highest marks obtained in scoring model out of total 50 marks.

1	
Place	

Date : (Signature of the Tenderer)

Address : Name and seal

# 16. CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this checklist and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist **with this tender document.** 

### Please tick ( $\sqrt{\ }$ ) the box and ensure compliance:

1.	MD of requisite amount is submitted as mentioned in Notice Inviting Tender (NIT)					
	EMD value: Rsis submitted throughDat	ed	Drawn	on		
	(Name of Bank)					
	Submitted					
2.	2. Power of Attorney in favour of person who has signed the offer, in stamp paper of a Proprietary Organization, declaration for proprietorship submitted	ppro	opriate valu	ie. For		
	Submitted Proprietorship					
3.	3. Partnership Deed is case of Partnership firm and Articles of Association in case of AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF RS.100/-DULY NOTARIZE		ted compar	ny and		
	Submitted Not applicable					
4.	4. Original Bidding Document along with blank (un-priced) copy of price Bid/ Schedule of R any. Price is not filled up in this document, which needs to be mentioned in Price bid only.	.ates	and adden	dum, if		
5.	Submitted  5. All pages/documents are stamped and signed by the authorized signatory of the bidder	·.				
	Yes					
6.	6. Price bid in original, duly filled in, signed and sealed in each page, and Calculation sh quoted service) submitted in separately.	eet (	separate fo	or each		
	Submitted					
7.	7. Duly filled in Details of Specific Experience as per the format attached in the Bidding Documentary evidences comprising Work order and Completion certificate in support criteria as per the NIT.					
	Submitted					

	COMPANY SEAL :
	NAME OF BIDDER :
	SIGNATURE OF BIDDER:
	<b>NOTE:</b> Documents, which are required to be submitted for the subject job, which are specifically mentioned in the Bidding Document.
	Submitted
14.	Pre-Contract Integrity Pact for vendors quoting for services.
	Submitted
13.	GST Number (GSTN) applicable under GST Act.
	Submitted
12.	PF No. with documentary proof, if applicable
	Submitted  DE No. with downwards of if analizable
11.	ESI No. with documentary proof, if applicable
	Submitted
10.	PAN NO. with documentary proof.
	Submitted
9.	Financial statement along with the Annual Audited balance sheets and P&L Accounts/ IT returns for the last three years, as applicable.
	Submitted
8.	Work Completion certificates from clients, in case work is already completed

# Part – 2 PRICE BID

# **Calculation sheet (per month basis)**

Sl. No.	Description	Details	Electrician (skilled)	Plumber- cum-Mason (skilled)	Carpenter- cum-Fitter (skilled)
A	Minimum wage (as per Central Govt. or State Govt. whichever is higher) inclusive of Special Allowance /VDA .(As per prevailing law)	@ Rs.734/- day for skilled**			
В	Providing one skilled electrician as indicated in the scope of AMC for Office Building	26 days a month			
С	Providing two skilled electricians as indicated in the scope of AMC for Officers' Quarters	26 days a month			
D	Providing one skilled carpenter-cum-fitter as indicated in the scope of AMC for Officers' Quarters	26 days a month			
E	Providing one skilled plumber- cum-mason as indicated in the scope of AMC for Officers' Quarters	26 days a month			
F	EPF (Employer portion) should not be less than 13% of basic wage (Maximum Rs. 15000/- pm)	13%			
G	ESI Contribution	3.25%			
Н	Bonus	8.33%			
Ι	Sub Total (applicable items from B to H)				
J	Administrative charges as a % on I (Minimum 1%)				
K	Service Charges as a % on I (Includes management & supervisory charges including Contractor's profit, tools and equipments, low value consumables, uniform, other overheads etc.) (Minimum 2%) ##				
L	Total (G+H+I)				
M	GST (as applicable)				
N	Any other taxes				
0 Note:	Grand Total (L+M+N)  The filled calculation show				

Note: The filled calculation sheet should not be enclosed in Technical bid.

<sup>\*\*</sup>As per the prevalent rate and as amended from time to time

<sup>##</sup> The rate quoted by the bidder should be reasonable and workable.

# **Price Bid**

Tender for Annual MaintenanceContract for Civil, Plumbing, Carpentry and Electrical maintenance works for Office Building and Officers' Quarters of NABARD, Ranchi for the period from 01 October 2022 to 31 March 2024

# Office Building

Description	of (	Quantity	Unit	Rate in INR per	Amount in INR (in word	
item				month	and figure)	
Providing Skilled Manpower for Electrical Maintenance Works						
Skilled	1	1	Manpower			
Total per month						
GST						
Grand Total per month						

#### **Officers' Quarters**

Description of	Quantity	Unit	Rate in INR per	Amount in INR (in word
item			month	and figure)
Providing Skilled	Manpower fo	or Civil, Plumb	oing, Carpentry and E	lectrical Maintenance Works
Skilled	4	Manpower		
Total per month				
GST				
Grand Total per n	onth			

Company Name:

Name of Authorized Signatory:

Seal & Signature:

#### **Important Notes:**

- 1. Vendor shall quote its rates only against the services it wishes to offer.
- 2. All other rows shall be struck off.
- 3. Vendor can quote its rates for more than one services.
- 4. AMC charges shall be including of all taxes.
- 5. Monthly/ Quarterly/ Periodical payments will be made based on the bills submitted by the Contractor for Office and Officers' quarters separately and certified by the concerned ACT/CT/Site Supervisor to the effect that the works / complaints recorded in the registers/software are attended and rectified as per the scope of the work. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/ Caretaker) after completion of the respective works on the formats enclosed/given for respective work and should submit all these with the bill. Payments will be made only after producing the e-payment sheets and wage register for countersigning by NABARD and successful deposit/transfer of dues to EPFO & ESI (wherever applicable) including of any other statutory requirement in force from time to time.
- 6. For calculation of wage cost, bidder has to consider 26 days a month for manpower deployed and minimum wages for skilled @Rs.734/- day. However, payment will be released as per the minimum wages as amended from time to time by central govt. or state govt., whichever is higher. Deduction on account of absenteeism/day will be worked out by dividing the total wage of that month by the no. days of the month.
- 7. Bids quoted with administrative/service charges less than or equal to the applicable TDS (IT-TDS and/or GST-TDS) would be treated as unresponsive and invalid, which are liable for rejection.
- 8. L1 will be considered separately for each of the services based of total monthly Quoted Rate for Office and Officers' quarters.