



NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD)
Department of Premises, Security and Procurement
Tripura Regional Office
Shilpa Nigam Bhawan, VIP Road, Khejurbagan, Agartala-799006
Email : agartala@nabard.org

TENDER NOTICE

**Tender Annual Maintenance Contract on Electrical Maintenance of NABARD
Office Premises & Quarters**

IMPORTANT DATES AND POINTS

Sl.No.	Description	Remarks
1	Date and time of Commencement of /issue of tender	07th November 2023 at 2.00 pm
2	Last Date and Time for submission of quotation	28 November 2023 at 2.00 pm
3	Earnest Money Deposit (EMD)	Rs.5,949/- in favour of “NABARD” payable at Agartala
4	Date and Time for Pre-Bid Meeting	16th November 2023 at 11.30 AM
5	Address of Pre Bid tender meeting	NABARD, Tripura Regional Office, Shilpa Nigam Bhawan, VIP Road, Khejurbagan, Agartala-799006
6	Last date and time for receipt of pre integrity pact	28 November 2023 at 2.00 pm
7	Date and time of opening of tender bids	28 November 2023 at 3.00 pm
8	Validity of Bid	120 days from the date of opening of technical bid

The bid document can be downloaded from NABARD's website <http://www.nabard.org>. OR collected from NABARD, Tripura Regional Office, Agartala at above mentioned address.

Contact numbers for Support : 0381 – 241 9633 / 241 9644

NOTICE INVITING TENDER (NIT)

Ref. No. NB(TRIP)/NIT/ /DPSP/2023-24

Date:

Madam / Dear Sir/s,

Tender for Annual Contract for Providing Services of Electrical Maintenance for NABARD, Tripura Regional Office, Agartala-799006

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

NABARD invites sealed tenders for Bank's Regional Office Building, Agartala-799006 (Tripura) under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide the required number of trained manpower for the electrical maintenance services to its campus situated at the above address in Agartala.

The agency / bidder may submit e-tender through electronic bidding system for the captioned work. The e-tender will be available to the bidders /contractors on e-Procurement portal of NABARD (<https://nabard.eproc.in/>). 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 (<https://nabard.eproc.in/>).

The e-tender will be available to the bidders /contractors on e-Procurement portal of NABARD (<https://nabard.eproc.in/>) from **07 November 2023, 2:00 PM** onward and also on NABARD's website as well as from Central Public Procurement Portal (CPPP).

Tender document is also available from NABARD, Tripura Regional Office, Shilpa Nigam Bhawan, VIP Road, Khejurbagan, Agartala-799006. Sealed cover tenders will be deposited in the box kept in the office of NABARD, Tripura Regional Office, Shilpa Nigam Bhawan, VIP Road, Khejurbagan, Agartala-799006 for the said purpose. The tender deposited /received in any other mode like fax, e-mail, courier etc. **will not be accepted.**

Instructions regarding Technical Bid, Price Bid, submission process and description & scope of works and the services required have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.

Last date for submission/receipt of tender(s) is **28 November 2023 till 14.00 hrs.** and will be opened by the Tender / Local Purchase Committee in the presence of tenderers or their authorized representatives who wish to be present on the same day at **15.00 Hrs.** in the Office of NABARD, Tripura RO, Shilpa Nigam Bhawan, VIP Road, Khejurbagan, Agartala-799006. In case, any holiday on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered.

sd/-

(Rajesh Chandekar)
Assistant General Manager

CHECK LIST FOR DOCUMENT SUBMISSION:

Technical bid will be evaluated on these parameters

Sr. No.	Certificates/Documents		YES/NO
1	Type of Firm and Registration details : The intending bidder should be registered firm in India under company / society registration / local body act as applicable, capable of carrying out the subject work as stated above. They should also be registered with Central/Sate Govt., semi Govt./PSUs / Local Govt. body etc.		
2	Registration (Please submit copy of requisite documents)	GST	
		ESI	
		PF	
3	Labour license from Labour Dept., GOI/ State Govt.: The organization has to submit a valid labour license with the state or central labour department		
4	PAN Details		
5	Income Tax Return		
6	Income Tax Clearance Certificate (ITCC), if available		
7	The bidder should possess Registered Power of Attorney		
8	Audit Report last three years, if available		
9	Annual turnover last three years, if available (please submit CA certificates)		
10	Past Experience		
11	Earnest Money through NEFT		
12	If MSME mentioned, please submit requisite documents		
13	Bank Account details		
14	Copy of cheque		
15	The firm should have Office in Agartala		
16	An undertaking by the proprietor/financial director of the company/firm/agency indicating that no criminal case/legal proceeding or industrial dispute is pending or contemplated against the company/firm/agency		
17	A copy of company profile		
18	Pre Contract Integrity Pact as per format on a Rs.200/- Non judicial Stamp Paper signed by the Agency/ Contractor		

Note: 1. All the documents should be attached with bid document as per sequence mentioned in the above check list with seal and signature.

2. The bidder should submit self-attested photocopy of the requisite documents in this regard

3. No technical evaluation will be done in absence of any of the listed documents as above.

Place:

Date:

Signature of Bidder with Seal

I. Instructions for submission of Bid Documents

Pre-Bid Meeting: The Bank shall organise a pre-bid meeting as per scheduled date at NABARD, Tripura Regional Office, Khejurbagan, Agartala: 799006 or at the place advised later on to the bidders. The queries may be clarified in the meeting itself. The queries which could not be replied then and there shall be given in writing to 'The General Manager, NABARD, Tripura Regional Office' at above mentioned address. The clarification on the queries shall be communicated to the bidders through the Bank's email: agartala@nabard.org.

The bids shall be invited in two Bid system; Technical Bid and Financial Bid.

Technical Bid – Part-I: It consists of following:

Tender form duly filled and signed on each page along with all the documentary evidence in support of all the eligibility criteria and requisite EMD in the form of DD.

Financial Bid- Part-II:

Instructions for submission of Technical & Financial bid:

Envelope-1:

Envelope 1 should contain two envelopes; (a) number one: containing DD towards EMD, **super scribed as "EMD"**, (b) number two: **Tender form-Part-I duly filled in and signed** on each page along with all requisite documents. The second envelope shall also contain duly filled in check- list as per the format given at the end of the document. This second envelope should be super scribed as **"Documents for Technical Bid"**. Both these envelopes should be placed in a cover envelope (Envelope -1) which should be super scribed as **"Envelope-1: Technical Bid"**. In case of no deposit of EMD, the technical bid of the firm shall not be evaluated and the firm shall be kept out of consideration in further evaluation process.

Envelope-2:

Financial bid as per the formats should be kept in a signed & sealed envelope and super scribed as **"Envelope-2: Financial Bid"**. Financial bid of only those firms shall be opened who qualify in the technical bid.

Envelope-3:

The bigger **Envelope-3 will contain Envelope-1 and Envelope-2** and shall be signed & sealed. This envelope should be super scribed with the name of the work and should be dropped in Tender Box of NABARD Agartala which should be dropped/reach within prescribed time of submission.

2. Evaluation Process

The bids will be examined by the Bank to determine whether they are complete and whether required EMD has been furnished. A bid determined as not substantially responsive will be rejected. The Bank may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation.

3. Model agreement to be executed by successful bidder:

Model format of Agreement is provided which is required to be executed on a non-judicial stamp paper of value not less than Rs 200/- within 30 days from the date of award of work / services.

4. Integrity Pact: A Code of Integrity pact to be signed by the Contractor. The prospective bidders have to enter into a Pre-Contract Integrity Pact with the Bank, making them eligible to participate in the tendering process for the purpose. A specimen of the **Pre-Contract Integrity Pact** is enclosed.

5. Submission of Financial bid document: Detailed formats are given at forms Part-II of the tender.

6. Procedure for obtaining Bid documents

6.1. The bid document can be obtained from the office of General Manager, NABARD, Tripura Regional Office, Agartala or can be downloaded from the NABARD website. The bidders are advised not to make any corrections, additions, alterations in the bid documents. In case, any corrections, addition, alterations are made in the bid documents; such bid shall be summarily rejected.

6.2. The Earnest Money Deposit (EMD) of Rs 5,949.00 (Rupees Five thousand Nine hundred Forty-Nine only) shall be deposited in the form of demand draft drawn in favour of NABARD Tripura RO payable at Agartala or NEFT. The EMD for all the unsuccessful bidders shall be returned without accruing any interest thereon after the contractor is finalized by NABARD Tripura RO. No exemption from depositing the EMD shall be allowed to any participating bidder/firm irrespective of registration as SSI or with NSIC except MSME. The EMD of the successful bidder shall be kept as security deposit during the currency of the contract and no interest shall be payable in this regard. The EMD will be forfeited for breach of contract by the contractor. EMD shall be refunded without any accrued interest only after the completion or termination of the contract.

6.3. The prospective bidders expressing interest must visit the NABARD Office site and acquaint themselves about the works/services. Clarifications, if any, may be obtained from DPSP, NABARD, Tripura RO, Agartala.

6.4. 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.

7. The Technical Bids will be opened online on **28 November 2023 at 3.00 pm** in Conference Hall of Tripura Regional Office, Shilpa Nigam Bhawan, Khejurbagan, Agartala-799006 in the presence of interested bidders who chose 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 letterhead for participating in the technical bid opening. Further, bidders/ representatives of bidders have to strictly follow COVID-19 related precautionary norms. In case of failure to do so, Bank, at its discretion, may prevent them from attending the meeting.

8. The Price Bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of price bid shall be intimated separately to the technically qualified bidders only.

9. The Price Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.

10. NABARD does not bind itself to accept the lowest bid (L1). 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. In the event of intending tenderers failure to satisfy the bank, the bank reserved the right to reject the tender.

11. The decision of the bank shall be final and binding with regard to technical and price bids and the e-tendering process.

12. The bids shall remain valid and open for acceptance for 120 days from the date of opening of Price Bid.

13. All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.

14. NABARD reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on NABARD's e-Procurement portal and NABARD's website only.

15. Tenderer should inspect the existing site and other conditions up to their satisfaction before e-tendering/e-bidding.

16. Applications containing false and/or incomplete information are liable for rejection.

17. The work shall have to be done in strict coordination with the Bank as per directions issued and within the stipulated timeframe in an expeditious manner.

18. The L1 Bidder may be awarded the AMC Electrical works and other bidders qualified technically may be empaneled for electrical works other than AMC.

19. The successful bidder shall execute an 'Articles of Agreement' of work contract with NABARD in accordance with the standard / prescribed format within 15 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited.

20. Inspection:

The Bank shall have the right to inspect duties being performed by the personnel and the quality of materials used, to ensure that the Contractor is effectively carrying out the obligations under this Maintenance Contract. All questions relating to the performance of the obligations under this Maintenance Contract, and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by the Bank, whose decision shall be final, conclusive and binding on the Contractor.

21. The Bank may also require that the Contractor should get the quality and quantity of material used by him, and the jobs completed/executed by him, certified by an official of the Bank, before the bills related to those items/jobs are paid by the Bank. However, merely payment of bills will not constitute that all the work was in order.

Place:

Date:

Signature of Bidder with Seal

II. DETAILED INSTRUCTIONS TO BIDDER

1.0 LOCATION

1.1 Bidders must get acquainted with the proposed and other conditions carefully before tendering. No request of any change in rates or conditions for want of information on any particular issue shall be entertained after receipt of tenders. The Regional Office Building where services are required to be provided is located at Shilpa Nigam Bhawan, Khejurbagan, VIP Road, Agartala-799006.

1.2 Site Visit

The bidder must obtain for himself at his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine the building and inspect the site of the work/services to know the nature and extent of work/services and acquaint himself with all local laws, regulations and practice.

2.0 Submission of Tender :

The language of submission will be English. Sealed tenders in the prescribed tender form duly filled up in all respect, alongwith the required amount of Earnest Money – (Rs 5,949/- in the form of DD / Pay order) and superscribed as “Tender for” at Regional Office, Shilpa Nigam Bhawan, Khejurbagan, VIP Road, Agartala-799006, to be submitted within due date indicated above.

- a. Each page of the tender document to be signed, with date, by the bidder or by a person holding power of attorney authorizing him to sign on behalf of the bidder before submission of tender. (A letter authorizing the signatory should accompany the tender).
- b. Tenderer to quote strictly as per the terms and conditions, specifications, standards, given in the tender document and not to stipulate any deviations.
- c. Rates to be in filled in figures in such a way that interpolation is not possible.
- d. The amount for each item should be worked out and entered and requisite totals given of all items.
- e. When the rate quoted by the bidder does not tally with the amount as worked out , the rate quoted by the bidder shall be taken as correct and not the worked out amount.
- f. All corrections, and alterations in the entries of tender papers should be signed and dated in full by the bidder. Corrections with fluid and overwriting are not permitted.

Witness:- Witness and sureties shall be persons of status and propriety and their names, occupation and address shall be stated below their signatures.

PART - I

Technical BID

ANNEXURE – I

Tender for Annual Maintenance Contract on Electrical Works for NABARD Office Premises & Quarters at Agartala

A - Place of Work

NABARD Office Premises at Shilpa Nigam Bhawan, Khejurbagan, Agartala & Officers Quarters at various location of Agartala

B- Areas of Work

S. No	Details	Address	No. of Manpower	Working Week	Special Conditions
1.	Office Premises and 06 Officers Quarters / SRAs	1. Shilpa Nigam Bhawan, Khejurbagan, Agartala, Pin-799006 2. Six Staff Quarters / SRAs in located in Agartala	01 worker	Monday to Friday / as and when required by office including holidays	As and when required or directed by office in 24 hours accessible time.

The Officers' Quarters and number of manpower may increase and decrease.

C- Scope of work in general

a) Providing services for maintaining the electrical installations and fittings in the Office Premises at Shilpa Nigam Bhawan, Khejurbagan, Agartala, Pin-799006 and 06 Officers Quarters / SRAs located at various locations at Agartala as per instructions of the competent officials of NABARD.

b) Ensuring the proper functioning of the apparatus as mentioned above and carry out the repairing/replacement immediately as and when required. The labours of the contractor shall visit the site every day. A register each shall be maintained at the office where the staff or officials can register their complaints and suggestions and the contractor shall attend to such complaints immediately. In case of repairs or implementation of the suggestions involving any expenditure the same shall be carried out with prior approval of the competent authority of NABARD.

c) Quarterly cleaning and checking of all the ceiling/exhaust fans.

d) Monthly cleaning of all the meter rooms/boards.

e) Routine preventive maintenance works such as checking, cleaning, tightening of electrical wiring connections/joints and putting accessories as and when required.

f) 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.

g) Measurement of earth resistance for all the available earth pits.

h) Checking of load current on the main incoming cable to each meter room / board monthly.

i) Besides, the works of regular or periodic nature covered under AMC, the contractor may be asked to carry out other new jobs, for which payment shall be made at the rate as may be reasonably assessed in the manner provided below.

All the works mentioned above are indicative only. NABARD may assign any other work related to the main job which may come to notice or emerge in future.

1. The Contractor will depute electricians to operate and maintain entire electrical and electronics Installations like Fire Fighting system, Water coolers, DG Set, Lights, Fans, PA System, LAN, EPABX etc. in the building.

2. 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.

3. 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.

4. Timely switching ON & Switching OFF of lights, fans, air conditioners, & other electrical equipment as per Bank's directions.

5. The contractor shall make his own arrangements to provide alternative skilled workers on the day when regular worker is absent.

6. Daily/Weekly routine checks/critical checks of electrical installation duly recorded in prescribed formats.

7. Day to day upkeep and maintenance of Temperature of AC in office including ventilation fans etc.

8. 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.

10. The complaints of complicated nature and beyond the scope shall be reported back immediately to the ACT/CT/ Bank Official for further directions.

11. 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.

12. The electrician, AC, firefighting, 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.

13. 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 TSECL 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 TSECL by the contractor shall not be reimbursed by the Bank.

14. 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.

15. 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, 6 Quarters / SRAs of NABARD etc. and any other electrical fittings and / or fixtures inside the periphery of NABARD office.

a. Repairs and replacement of switches, sockets, control accessories, lamp shades, wires and required electrical accessories in Banks premises.

b. 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.

c. 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.

d. 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.

e. Preventive maintenance of electrical installation.

16. 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.

17. 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.

18. 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.

19. The duty hours of the personnel shall normally be as per the following schedule:

9.00 Hr to 17.00 hr on all week days excluding Saturdays and Sundays/holidays as directed by the Bank officials.

The materials/items for material used will be reimbursed including expenditure on transportation/overhead, if any.

20. The Contractor must have a valid electrical Contractors license. The workmen/electrician employed by the contractor should also have valid electrician's/AC or other required license for handling LT and MV upto 440 volt, HVAC, Fire Fighting etc.

- **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 the client. 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.

D - Man-Power Assessment

The assessment of man-power for carrying out the job as detailed above has been done as follows and the agency has to deploy labours accordingly-

One Electrician (Skilled)

The Contractor should have valid License related to his Contract and the workmen employed by the Contractor should also have the valid License (wire man's license) and experience in their trade, the documentary proof of which have to be produced before NABARD.

E- Working Days & Hours

All the days of a month. However, the labours as assessed above should be deployed in such a manner that no labour shall be required to work without a day's weekly rest and for more than 26 days a month.

F - The Cost of Material

The cost of material or extra labour outside the purview of AMC procured by the contractor shall be paid extra in the following manner.

- a) The list of standard materials commonly used along with its make, model and rates shall be approved by NABARD after proper market survey and on mutual consultation. The contractor has to furnish the original bills or invoice of the material procured by him. However, the bills of purchase of such materials should be obtained in the name of NABARD.
- b) All standard materials to be procured as far as possible from GST vendors. GST already paid on materials will not be claimed again, while raising invoice to NABARD, GST on service charges will be paid by NABARD.
- c) Similarly, if the agency engages any additional labour on temporary basis for new jobs other than mentioned in the contract, on our instructions, the claim will be settled as per prevailing minimum wages. However, contractors profit will not be allowed on this temporary labour supply.

G. Other Terms and Conditions

1. Before submitting the tender, the intending bidder should visit the sites and assess the actual work to be executed.

2. The agency will provide required manpower and tools to ensure that all the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank.

3. Adequate precautions shall be taken to prevent danger from electrical equipment. No material on the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor / Agency shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defines of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person.

4. Details of Rate

i. The rates quoted are firm and cannot be revised during the contract period except only as per statutory requirement like in case of minimum wage.

ii. The rates should be quoted by the agency strictly as per proforma in **Annexure II**. The base rates quoted should include the cost of manpower and their uniform, cost of equipment/machinery/material, if any; and contractor's administrative/overhead charges and service charges/profit and any other charges to be specified, exclusive of all taxes. All other taxes including GST applicable on the base rates should be mentioned separately. Only the base rates quoted shall be considered for comparison. The rate quoted should be rounded off to the nearest Rupee; if not done, shall be deemed to have been done so.

iii. Tie in Rates

The sum total of the rates quoted for all the components shall be reckoned for comparing the lowest rate for awarding the tender. In case of tie in rates quoted by various bidders the decision of the competent authority of NABARD for awarding the contract as per its procurement policy to one such parties shall be final.

iii) (b) Selection Criteria for Awarding of Contract in case of Multiple L1 Bidders will be

1. The work may be awarded by NABARD to the bidder having highest marks in the Quality and Cost Based Selection (QCBS) criteria among the L1 bidders. The criteria will include

- Legal Structure / Audit Report (20 Marks),
- Work Experience (10 marks),
- Average turnover of last 3 years (10Marks),
- Number of works in public/ private institutions in last 7 years (5marks)
- and quantum of work in last 7 years (5Marks).

2. In case multiple L1 bidders get same marks in QCBS also, then a Committee of officers from NABARD, Tripura Regional Office, will visit the work sites of the bidders and award marks to the work being carried out at site adopting an objective criteria. The work can then be awarded to the bidder with highest marks.

3. In case of multiple L1 bidders getting equal marks even after field visits, the final selection can be done based on the draw of lots, as may be decided jointly by the RO and select bidders, or by pulling the highest number from a box containing 30 numbers.

4. Reasonability of Rates

The bidders shall take all care to ensure that the rates are quoted taking entire scope of the job and statutory obligations for engagement of contract labour into consideration. The competent authority of NABARD reserves the right to seek additional clarifications, if felt necessary, from any of the bidders to (i) ensure successful performance of the contract and (ii) assess reasonability of administrative /overhead expanses quoted to pre-empt any possibility of exploitation of labour. In case of non-satisfactory explanation the bid of such bidder/s may be rejected outright, their EMD may be forfeited and they may also be debarred from participating in the rebidding.

5. Discipline in Performance

i. Experience

All labourers should have the experience of doing work in their respective field in a similar building.

ii. Wearing uniform

They must be in proper uniform during the duty hours. The contractor should provide adequate set of uniforms (minimum two sets per year) of quality fabric to the labourers. The colour and design of the uniform shall be prescribed by the Bank. The uniform shall have to be properly maintained and worn by the labour properly cleaned.

iii. Removal of Labours

The contractor shall immediately remove a labour if asked for by the Bank on the grounds of non-performance of duty, incompetence, indiscipline, misconduct, indulging in illegal activities, causing damage to the property etc. Such labour should not be redeployed without prior clearance from the Bank.

However, if the contractor wishes to remove a labour he should do it with prior intimation to the Bank citing valid reason.

iv. Compliance with Instruction of the Principal Employer

The agency has to carry out the jobs as per instructions issued by the authorised officials of the Bank. In case of failure to do so the contractor has to compensate the expenses incurred by the Bank for carrying out the deficient job along with 15% extra towards penalty. Such amount shall be liable for recovery from any amount payable to the agency. But, repeated failures by the agency may render to the contract liable for termination and forfeiture of RMD.

6. Compliance with Labour Laws

The agency is required to strictly comply with all the statutory requirements relating to labour like payment of minimum wages, ESI, PF, workmen compensation , insurance etc. and complying with all such requirements shall be the sole responsibility of the agency and NABARD, in no way, shall be liable for non-compliance with such statutory obligations.

a) In no case the minimum wage for the persons engaged should be less than the central or state rate whichever is higher, **for 26 days a month**. The contractor shall be entitled to claim the differential wage as and when the minimum wage is revised by the appropriate government.

b) Besides the minimum wage EPF, ESI and bonus at the statutory rates has to be paid to all the contract labours.

c) The quotation shall be summarily rejected if the amount quoted after providing for committed non-labour components in the tender like material changes, contractors administrative cost, contractor's profit, and all the statutory recoveries like IT-TDS etc. , is not sufficient to pay the statutory labour components like minimum wage, EPF, ESI, Bonus etc. Tripura State falls under Category 'C' areas. The present rate of statutory labour components as per Central Government minimum wage are as follows

Particular	Unskilled	Semiskilled	Skilled	Highly skilled
Minimum wage (Rs.)	494	577	695	816
EPF	13%	On basic pay		
ESI	3.25%	On Basic pay		
Bonus	8.33%	On Basic pay		

d) The wage shall have to be directly transferred to the bank account of the worker by the contractor and the documentary proof of the same has to be attached with the bill claiming payment from NABARD in the subsequent month.

e) In case the contractor fails to pay the minimum wage to the workers, NABARD shall directly pay the shortfall to the workers and shall recover the same from any amount payable to the contractor.

f) Any compliant undercutting the statutory dues of the labour by any means by the contractor shall be viewed seriously. Non-payment of minimum statutory dues by the contractor shall render the contract liable for summary termination.

g) The Contractor shall have to maintain all the registers/records and display notices in the prescribed form as per statutory requirements and these shall have to be produced before the competent officials of NABARD for verification as and when required.

i) The contractor would be responsible for the safety of persons employed by him and shall obtain full insurance cover for them. The NABARD shall not carry any responsibility in case of any accident or loss of life to Contractors workers in the Banks premises.

j) If, for any reason, NABARD is obliged, by virtue of the provisions of sub-section (1) of Section 12 of the Workmen's Compensation Act, 1923, to pay compensation to a workman employed by the contractor, in execution of the works, NABARD will recover from the contractor the amount of compensation so paid, and without prejudice to the rights of NABARD as the Principal Employer under subsection (2) of Section 12 of the said Act, NABARD will be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by it to the contractor under this contract or otherwise. NABARD shall not be bound to contest any claim made against it under subsection (1) of Section 12 of the said Act, except on the written request of the contractor and upon his giving to NABARD full security for all cost for which it might become liable in consequence of contesting such claim.

7. EMD

While submitting its quotation the agency is required to pay refundable Earnest Money Deposit of **Rs.5,949/- through e-payment** into the following account:

Name of Account: National Bank for Agriculture and Rural Development (NABARD)

Bank : Axis Bank Ltd.

Branch Name: Agartala Branch, Agartala

Account No : 276010200002776

IFSC Code: UTIB0000276

The EMD shall stand forfeited in case the successful bidder fails to undertake the work within 2 days from the date of issue of the final work order.

8. RMD

The agency becoming successful in the bidding shall be required to keep an interest free security deposit of **Rs.14,883/- (Rupees Fourteen Thousand Eight hundred Eighty-Three only)** with NABARD till completion of the contract. **In that case the EMD of the successful bidder shall be converted into Security Deposit and the balance amount of Rs.8,924/- shall be deposited by the agency within 3 (three) days from the date of issue of final work order.** NABARD reserves the right to forfeit the security deposit, in whole or part, in the event of deficient or non-performance of the contract, premature exit from the contract without following the prescribed procedure, any damage caused to NABARD by the contractor or the persons engaged by him violate any of the terms and conditions of the contract. NABARD's decision is final in this matter.

9. Duration of contract

The contract shall normally be up **31 March 2025** which can be renewed subsequently at the sole discretion of NABARD after review of the performance of the agency. However, NABARD reserves its rights to terminate the contract immediately on emergency basis without notice under any unusual circumstance if the continuation of the contract any further would cause harm to NABARD or to public interest or public order.

10. Terms of termination

The agreement can be terminated by not less than two months' notice by the agency and one month's notice by NABARD, under normal circumstances.

11. Modes of payment

All payments will be made on monthly basis through NEFT/RTGS only. The bidding agency must have a bank account and PAN card, the documentary proof of which shall have to be submitted along with the quotation.

12. Statutory deductions

Statutory TDS at the applicable rates shall be effected from all the payments by NABARD to the agency.

13. The contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of NABARD. The fees, if any, will be borne by NABARD.

14. The contractor should arrange to submit the detailed address (both present and permanent), telephone/mobile No. (if any) of all his workman.

15. The successful bidder, in no case, shall assign or sublet the whole work or part thereof to any other agency/firm/individual.

16. NABARD reserves the right to cancel any/all of the quotations without assigning any reason therefor.

17. In case any dispute arising out of this contract/award of work between the NABARD and the agency, the decision of the General Manager / Officer-in-Charge, NABARD, Agartala will be final and binding on the contractor. All disputes are subject to Agartala jurisdiction only.

18. Opening of tender

The quotations will be tentatively opened by the competent authority of NABARD 30 minutes after the latest time prescribed for submission of the tender and the bidding agencies are free to remain present at the time of opening of quotations at NABARD Regional Office, Shilpa Nigam Bhawan, Khejurbagan, Agartala.

19. The tender has to be submitted in prescribed format as per Part 1 of Technical BID and Part 2 of Price BID. The notice for inviting tender will also form part of the tender document.

20. The contractor needs to submit **monthly bill for each month** separately with due certificate of ACT/CT on duty.

GENERAL CONDITIONS OF CONTRACT

1. Interpretations

In construing these conditions and the specifications, Schedule of Quantities, Instructions to bidders and Contract Agreement, the following words, shall have the meanings herein assigned to them except where the subject or context otherwise requires :

- a) “Owner”/”Client”/”Bank” shall mean NATIONAL BANK FOR AGRICULTURAL AND RURAL DEVELOPMENT (NABARD) with its Head Office at Plot No : C-24, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 and present Regional Office at Shilpa Nigam Bhawan, Khejurbagan, VIP Road, Agartala-799006, and shall include their heirs, legal representatives, assignees and successors.
- b) “Bank’s Officials” shall mean officer of NABARD authorized by the Regional Office, NABARD, Agartala to supervise and monitor the progress of the said services/work.
- c) “Contractors” shall mean the person, or persons, firm or company whose tender has been accepted by the Owner and shall include his/their heirs, and legal representatives, and the permitted assigns.
- d) “Works or services” shall mean the works to be executed and services to be rendered in accordance with the Contract and include all extra or additional or altered or substituted works as required and recorded for the performance of the Contract and “Site” shall mean the office area / Stairs / lobby / terrace / building / basement /area within compound and other places on which the works are to be executed or carried out, services to be provided or places provided by the NABARD for the purposes of the Contract.
- e) “Contract Documents” shall include the Notice Inviting Tenders, the Articles of Agreements, the General Conditions of Contract, Special Conditions of Contract, the Schedule of Quantities, Specifications for Materials and description pertaining to the work/services. All sections of this Contract Document are to be read together.
- f) “Notice in Writing” or written notice shall mean a notice in written, typed or printed characters, sent (unless delivered personally or otherwise) proved to have been received by registered post, email communications to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- g) “Act of Insolvency” shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.
- h) Words importing persons include firms and Corporation : Words importing the singular only also include the plural and vice versa where the context requires. Headings and marginal notes to these conditions shall not be deemed to form a part there of or be taken into consideration in the interpretation or construction thereof or of the contract.

2. SCOPE OF CONTRACT

The scope of work/services is described in Schedule of Quantity (SOQ) of Contract briefly and detailed descriptions are given under the heading “Scope of Work/Services”. The Contractor shall carry out and complete the said works/services in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Bank’s officials. The Bank’s officials may in their absolute discretion and from time to time issue further written/oral instructions, details, directions and explanations which are hereafter collectively referred to as “Instructions” reflected either in the minutes or in any other form in regard to:

- a. The variation or modification of the quality or quantity of works or the addition or omission or substitution of any work services.
- b. Any discrepancy in or divergence between the instructions/directions or between the Schedule of quantities/services and/or description and/or specifications.
- c. The removal from the site of any material brought thereon by the Contractor and the substitutions of any other materials thereof.
- d. The removal and/or re-execution of any works executed by the Contractor.
- e. The postponement of any work to be executed under the provisions of this Contract.
- f. The dismissal from the works of any person employed thereupon.
- g. The opening up for inspection of any work covered up.
- h. The amending and making good of any defects.
- i. Coordination of work with other agencies.
- j. The NABARD shall have a right to delete any item of work from the scope of contract and contractor shall not make any extra claim on this account.
- k. Samples for Approval: Contractor, before supply of material should show the samples of all the materials to the bank's officials and get it approved.

The contractor shall forthwith comply with and duly execute any work comprised in such Bank's officials instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Bank's officials shall be, if involving a variation, be confirmed in writing by the Contractor within 7 working days, and if not dissented from in writing within a further 7 days by the Bank's officials such shall be deemed to be the Bank's officials instructions within the scope of the contract. Where extra work cannot properly be measured and valued, the contractor shall be allowed day work prices, provided that a written authority for day work is obtained by the contractor before the execution of the extra work and provided that in any case vouchers specifying the time daily spent upon the work countersigned by the Bank's officials and the materials deployed, shall be delivered for verification to the Bank's officials not later than the end of the week following that in which the work has been executed.

If the contractor fails to comply with Bank's officials instructions within a week after the written notice from the Bank's officials requiring compliance with such instructions, the Bank may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions.

Instruction to the Contractor shall be generally issued through Bank's officials and/or Care Taker.

3. TERMINATION OF CONTRACT

(a) If the services of the contractor are not found satisfactory they will be issued three months' notice for improvement by the NABARD Agartala. If satisfactory improvement is not found even after this notice, **a final one months' notice** will be issued to the contractor by the NABARD, Agartala to terminate the contract without prejudice to any rights or privileges accruing to either party prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligation.

(b) In case the contractor is required to (or decide otherwise) to discontinue the contract, he/she should give **at least three months' notice** to NABARD and shall remain essentially working for the said period of notice, till alternate arrangements are made.

(c) In case or situation, beyond the control of either party, the contract may be terminated with mutual consent by giving one month notice.

(d) The NABARD in any/either situation will not be under any obligation to pay compensation or make good the payment for the notice period, for which services are not rendered.

(e) In case of breach of any terms and condition attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited, beside annulment of the contract or other lawful action that may be taken against the contractor.

(f) The contractor will remove all his labourers and equipments/tools/tackles from the premises of NABARD Agartala and return all the Equipments/fixtures and other items, facilities etc owned by NABARD once the contract period is over or terminated.

4. SCHEDULE OF QUANTITIES

The Schedule of the Quantities/ Services unless otherwise stated shall be deemed to have been prepared in accordance with the standard procedure by the Bank's officials and shall be considered to be approximate and no liability shall attach to the Bank's officials for any error that may be discovered therein.

5. SUFFICIENCY OF SCHEDULE OF QUANTITIES/SERVICES

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works/services, and of the prices stated in the Schedule of Quantities and/or Schedule of Rates and prices, which rates and Prices all cover all his / her obligations under the Contract, and all matters and things necessary for the proper completion of the works/services.

6. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the works/services according to the true intent and meaning of the Specifications and Schedule of Quantities/services taken together whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from and if the Contractor finds any discrepancy in the description or between the Specifications and Schedule of Quantities/services he / she shall immediately refer the same in writing to the NABARD, who shall decide which shall be followed, and their decision shall be final and binding on all parties.

7. AUTHORITIES, NOTICES, PATENTS, RIGHTS & ROYALTIES

The Contractor shall conform to the provisions of all the statutes relating to the works, and to the Regulations and bye-laws of any local Authority and of any Water, Lighting of other Companies or Authorities with whose systems the structure is proposed to be connected, and shall before making any variation from the specifications that may be necessitated by so conforming, give to the Bank's officials written notice, specifying the variations proposed to be made and the reason for making it, and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming with the provisions, Regulations or Bye-laws in question.

The Contractor shall bring to the attention of the Bank's officials all notices required by the said Acts, Regulations of Bye-laws to be given to any Authority by the NABARD and pay to such Authority, or to any Public Officer, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Bank's officials for reimbursement.

The Contractor shall indemnify the NABARD against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any plant, machine work or material used for or in connection with the works or temporary works and from against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Bank's officials, before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

8. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION

All materials and workmanship shall, so far as procurable, be of the respective kinds or specifications and in accordance with the Bank's officials /NABARD's instructions and the Contractor shall upon the request of the Bank's officials furnish to them all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank's officials (NABARD) may require. If the Contractor contends that any of the material, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the clients, his grounds for his contention, and thereupon, the Bank's officials (NABARD) shall decide whether the same is unobtainable in fact. If the Bank's officials (NABARD) shall decide that any of the materials, goods or workmanship is in fact unobtainable, they shall issue an order in writing as what is to be substituted thereof and such order shall be deemed to be an order for variation; such order shall however be got approved by the client before issue.

9. SETTING OUT

The Contractor shall at his own expense, set out the works, accurately in accordance with the plans and to the complete satisfaction of the Bank's officials. The Contractor shall be solely responsible for the true and perfect setting out of the works, and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress or on completion of any part of the work, the Contractor shall at his own cost, rectify such error if called upon, to the satisfaction of the Bank's officials. The work shall from time to time be inspected by the Bank's officials and/or his representatives but such inspections shall not exonerate the Contractor in any way from his obligations to remedy any defects which may be found to exist at any stage of the work or subsequently after the same is completed.

10. CONTRACTOR'S SUPERINTENDENCE AND REPRESENTATIVE ON WORKS

The Contractor shall give all necessary personal superintendence during the execution of the works/services and as long thereafter as the Bank's officials may consider it necessary until the expiration of the service contract.

Any directions, explanations, instructions or notices given by the Bank's officials to contractor/Supervisor shall be deemed to be given to the Contractor and shall be binding as such on the Contractor.

11. ACCESS TO WORKS

The Bank's officials and any person authorized by them shall at all reasonable times have free access to the works, and to the store or other places where materials are being prepared for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Bank's Bank official and their

representative for inspection and examination and test of the materials and workmanship. No person unless authorized by the Bank's official, except the Representatives of Public Authorities, shall be allowed on the site of services/works at any time.

12. REMOVAL OF IMPROPER WORK AND MATERIALS

The Bank's officials shall, during the progress of the works/services, have power to order from time to time the removal from the works, the inferior quality of materials used, within such reasonable time as may be specified in the order, which in the opinion of the Bank's officials are not in accordance with the specifications or the instructions of the Bank's officials and the substitution of proper materials and the removal and proper re-execution of any such work which has been executed with materials or workmanship, not in accordance with the Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order the NABARD shall have power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from him on behalf of the NABARD or may be deducted by the Bank's officials from any money due or that may become due to the Contractor. If the correcting works are not done in accordance with the contract, the Bank's officials in consultation with the Bank's Senior officials.

13. DELAY AND EXTENSION OF TIME

If in the opinion of the Bank's officials the works be delayed

- a) by force majeure or
- b) by reason of any exceptionally inclement weather or
- c) by reason of proceedings taken or threatened by the dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or
- d) by the works or delays of other Contractors or tradesmen engaged or nominated by the NABARD and not referred to in the Schedule of Quantities and/or Specifications or
- e) by reason of Bank's officials instructions, or
- f) by reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or
- g) in consequence of the Contractor not having in due time necessary instructions from the Bank's officials for which he shall have specifically applied in writing, ahead of time, giving the Bank's officials reasonable time to prepare such instructions, the Bank's officials shall make a fair and reasonable extension of time for completion of the Contracted works. In case of such strike or lock-out, the Contractor shall, as soon as may be, given written notice thereof to the Bank's officials, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's officials to proceed with the work. The Contractor shall take all practicable steps to avoid or reduce any delay in the execution and completion of the works.

14. Avoidance of Nuisance

The Contractor shall take all necessary precautions in reducing noise of dismantling, tools and tackles by means of mufflers, silencers, screens, etc. Work liable to create dust shall be well wetted before being executed.

The work/services shall be carried out strictly in accordance with the time schedule and other instructions given by the taking care to cause minimum amount of noise, dust and other nuisance at the site.

15. Vendor's Obligation

The vendor is obliged to work closely with NABARD's staff, act within its own authority and abide by directives issued by NABARD from time to time.

The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors on the part of its personnel.

16. Arbitration

Any and all disputes, controversies and conflicts ("Disputes") arising out of or in connection with the Tender Document or Maintenance Contract or breach of contract or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall make all endeavours to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settle within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same finally be settled and determined by arbitration as above. The place of arbitration shall be at Agartala and the language used in the arbitral proceedings shall be English, Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal. The cost of such arbitration shall be shared by both the parties, i.e. bank and contractor, in the ratio of 50:50.

The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.

Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

DECLARATION BY THE CONTRACTOR

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

Date :

Signature:

Place :

Name & Address:

Seal of the Contractor:

Letter from the tenderer

(To be submitted on company's letter head)

The General Manager / Officer-in-Charge
NABARD, Tripura RO,
Slilpa Nigam Bhawan
Khejurbagan
Agartala-799006

Dear Sir,

Tender for Annual Maintenance Contract on Electrical Maintenance of NABARD Office Premises & Quarters

1. Please refer to your Letter No _____ dated _____ calling for quotation for executing the captioned work. Having examined the “Scope of Work and Other Terms & Conditions” mentioned in Annexure-I of your letter under reference, having visited and examined the sites of the work, having acquired the requisite information relating thereto affecting the tender and having accepted the terms and conditions mentioned therein we hereby offer to execute the works specified in the said letter and quote our rate and furnish other required information in the prescribed proforma as per details below-

1	Name of our firm / Company / Individual:	
2	Nature of Ownership of the Firm / Agency (Proprietorship / Partnership / Registered company) If proprietorship, enclose a photo ID card of the Proprietor, otherwise enclose Partnership Deed or Regd. Certificate	
3	Address of our firm / Company/ Individual:	
4	Mobile No.	
5	E-mail address:	
6	Income Tax PAN No. (Attach self-attested photocopy)	
7	GST Regd. No. (Attach self-attested photocopy)	

8	Details of Bank Account Name of Account holder Name of Bank, Branch and Place A/c Type (Savings/Current) Account No. IFSC No. (Attach self-attested photocopy of a cheque)	
9	Brief history of agency (Attach separate sheet, if required with supporting documents)	
10	Institutions which awarded work to the agency during the last 03 years (Attach, if available)	

11. Details of EMD

Mode of deposit	Instrument No.	Date	Name of Bank	Amount

Yours faithfully

Signature and seal of the authorized signatory of the agency

Place :

Date :

Enclosures:

1. Self-attested copy of PAN card
2. Self-attested photocopy of cheque
3. Contractor's license
4. GST certificate
5. Self-attested copy of FPF Regd. No.
6. Self-attested copy of ESI Regd. No.
7. Attach a proof of work experience in the relevant work field during last 7 years
8. Attach a proof of average turn over during last 3 years

PART – II

Price BID

Tender for Annual Maintenance Contract on Electrical Maintenance of NABARD Office Premises & Quarters

Name of the Agency :

(Rates quoted should be exclusive of taxes)

Sl. No.	Item	Nos. / Rate	Unit Rate in Rs. (per Month) for 1 skilled worker	Total Amount Per month in Rs. (per month) for 01 skilled worker
A	B	C	D	E (C x D)
1.	Minimum wages as per Central Govt Rules including VDA for 26 days @ Rs.625/- per day for skilled worker)	01	18,070.00	18,070.00
2.	ESI	3.25%	587.00	587.00
3.	EPF	13.00 %	2349.00	2349.00
4	Sub Total (1 to 3)Total			21,006.00
5	Administrative charges @ % on Sr.No.4 (Should be more than 1%)			
6	Service Charges @____% on Sr.No.4 (should be More than 3.85% which includes management & supervisory charges including Contractor's profit, uniform, Overheads and other charges		in % (up to two decimal places) – Rs.	
7	Total (4+5+6)			
8	GST as applicable on Sr.No.7			
9	Grand Total			
10	Grand Total in Words			

Note :

Minimum wages (as per Central Govt. or State Govt. whichever is higher) inclusive of Special Allowance /VDA for unskilled labour as per prevailing arte.

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.

The wage rates, EPF, ESI must be filled as per existing guidelines issues by statutory bodies and are subject to change according to guidelines issued by GoI or statutory bodies from time to time.

The Price Bid should be reasonable and workable considering the tender requirement and any bids not fulfilling the standard criteria will be out rightly rejected.

Bidder may specify particulars of the other statutory payments, if any. If the bidder doesn't quote for the other statutory payments, then responsibility of such payments will be borne by the bidder himself and NABARD will not be responsible for the same and will not entertain any claims thereon in this regard.

The Bids where price quote is not given against any of the items or having NIL charges will be treated INVALID.

Documents need to be submitted- Self-attested copy of the PAN card, Self-attested photocopy of a cheque, Contractor's Licence, GST certificate, Any other relevant documents.

Wherever the cost/price not defined, NABARD will arrive at pro-rata cost based on prevailing market price which will be binding on the bidder.

Rates quoted would be applicable for the entire period. However, revision in rates would be considered only if the minimum wages & taxes are revised.

iii. The Service Charges quoted above may include premium towards insurance cover for the workers employed, premium towards third-party insurance cover, other incidental administrative costs like provision of uniforms to workers etc. These costs (or percentage) are to be solely decided by bidder for the purpose of this quotation.

iv. The payment for Material will be made on actual consumption basis.

vi. The procedure mentioned at in General Instructions to the Tenderer, shall be followed in the event of multiple L1 bidders after opening of Price Bids.

Sign and Seal of the Contractor

Name :

Address :

Date :

Place :

INDEMNITY BOND

(On Rs.100/- Stamp Paper)

KNOW all men by these presents that I, Shri.of
M/sdo hereby execute Indemnity
Bond in favor of National Bank for Agriculture and Rural Development (NABARD), having
their Office at Shilpa Nigam, Bhawan, Khejurbagan, VIP Road, Agartala-799006 & quarters at
various location at Agartala and M/s.....
having their office at on this day of
..... 2023.

*WHEREAS NABARD have appointed M/s. as the Contractor for
their proposed work relating to “Annual Maintenance Contract on Electrical Works
for Office & Quarters of NABARD at Agartala*

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/shereby do Indemnify, and same harmless NABARD
against and from

1. any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,
2. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
3. any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.
4. any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/s has set his/their hands on
thisday of 2023.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS:

(1)

(2)

PRE-CONTRACT INTEGRITY PACT

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

Between

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

And

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 – Independent External Monitor

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

(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.Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & on behalf of the bidder/Contractor) (Office Seal)

Place

Date

Witness 1:
(Name &Address)

Witness2:
(Name &Address)

MODEL SERVICE AGREEMENT

(To be signed with successful bidder)

ARTICLES OF AGREEMENT made the _____ day _____ of _____, 2019 between the National Bank for Agriculture and Rural Development, a body constituted by the NABARD Act 1981 and having its Head Office at Plot No:C-24, G Block, Bandra-Kurla Complex, Bandra I, Mumbai-400051 and Regional Office at Shilpa Nigam Bhawan, Khejurbagan, VIP Road, Agartala-799006 (herein called as 'NABARD') which expression shall, unless repugnant to the context mean and include its successors and assigns of the one part and of M/s ----- therein after called "the Contractor") which expression shall unless repugnant to the context mean and include its successors and assigns of the other part.

WHEREAS The NABARD is desirous of getting executed Tender for **Annual maintenance Contract** and schedule of quantities describing the services / works to be done. The NABARD to monitor, control and supervise the works and progress thereof.

AND WHEREAS

The Contractor has agreed to execute the same subject to the provisions hereinafter contained and subject also to the instructions to the Bidders, general conditions of contract, special conditions, specifications, and the schedule of quantities, all of which are hereinafter collectively referred to as 'the said conditions', strictly in accordance with the said descriptions and the Specification and Schedule of Quantities referred to above at or for the respective rates set out in the Schedule of Quantities annexed hereto and marked as Part-II, amounting to the sum as there under arrived at or such either sum as may become payable hereunder (herein under referred to as the said contract amount).

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:-

1. In consideration of the said Contract Amount to be paid by the NABARD to the contractor at the time and in the manner set forth in the said conditions and in accordance with the schedule of payments, the Contractor shall upon completion subject to the said conditions provide for services shown in the said description and described in the said conditions/Specifications (Part-I) and Schedule of Quantities (Part-II).
2. The said Conditions and thereto shall be read and construed as forming part of this agreement and the parties hereto respectfully abide by, submit themselves to the said condition and perform the agreements on their part respectively contained in said conditions.
3. Tender documents containing notice to the Contractors, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Technical Specifications and Schedule of Quantities with the rates entered therein, shall be read and stamped forming part of this agreement and the parties hereto shall positively abide by and submit themselves to the conditions and specifications and perform the agreements on their part respectively in conditions contained.
4. This Contract is neither a fixed lump sum Contract nor a percentage Contract, but is a Contract to provide integrated Annual maintenance services to be paid for according to actual item rates contained in the Schedule of rates and probable quantities provided in the said schedules. Total remuneration shall be payable by

NABARD to the contractor subject to revision in minimum wages and resultant increase in service charges thereof.

5. The NABARD reserves to itself the right of altering to a reasonable extent, the nature of the services/work by adding to, reducing or omitting any items of services /work or having portions of the same carried out from other agency without prejudice to this Contract. At the sole discretion of NABARD the workmen/labourers deployed may be reduced/increased as per actual requirement and shall be paid accordingly at the minimum wages plus service charges quoted.
6. a) The contractors should have experienced and competent staff (Skilled/Semi Skilled/Un skilled as applicable for the type of work) which will enable them to ensure proper quality check on the materials/workmanship/services and who will ensure that the Contractor will supervise the day-to-day working and execution of contract/service works.
7. If the Contractors have any doubt about the quality of any materials or any difficulty in supervision of the day to day work, it shall be the duty of the Contractors to report the matter in writing forthwith to the NABARD and for the time being, to suspend that portion of the work/services about which difficulty is experienced and the Contractors will abide by the direction of the NABARD.
8. The Contractors covenant and warrant that the services and personnel so provided for the job will be in conformity with the description and the terms and conditions of Contract and will be of proper quality and description.
9. Time shall be considered as the essence of this Agreement and Contractor hereby agrees to complete the work/services the same day and provide uninterrupted services for proper and smooth functioning of the Bank as directed by Bank officials.
10. The contract herein contained shall comprise not only the services mentioned in the tender document but all subsidiary works connected therewith within same site as may be ordered to be done from time to time by the NABARD even if such work /services may not be indicated or described in the said schedule of specifications and services.
11. All payments by the Employer under this contract will be made at Agartala through ECS/NEFT/RTGS.(e-payment.)
12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at **Agartala** and only court at **Agartala** shall have jurisdiction to determine the same.
13. This agreement shall be signed in duplicate, the original document shall be kept in the custody of the NABARD, the duplicate with Contractor. The stamp duty shall be borne and paid by the Contractor and NABARD in equal proportion.
14. That the several parts of this contract have been read by the Contractor and fully understood. The replacement of plumbing, electrical fittings/ other materials required for related works/services shall be paid as per the existing approved schedule of rates. The enhanced minimum wages shall be paid as and when it is increased by the GOI by notification in the Gazettee. The material rates will remain same during the currency of the Contract.
15. This contract can be terminated by giving three months notice by either of the parties under normal circumstances and one month notice under special circumstances like breach of terms of contract, services are not found satisfactory etc .

IN WITNESS WHEREOF the Employer has set its hands hereunto through it's duly authorized official and the contractor has caused these presents and the duplicates hereof under its common seal/by its duly authorized representative at the place and on the date and year first hereinabove written.

As witness our hands are affixed this day of _____2023. Signed by the said

In the presence of

Witness No.1 :
(NABARD)

Witness No.2

In the presence of

Witness No.1 :
Contractor:

Witness No.2