

ANNUAL MAINTENANCE CONTRACT FOR PROVIDING
PLUMBING SERVICES AT NABARD STAFF QUARTERS,
POOJAPPURA, THIRUVANTHAPURAM – 2023-2025



Department of Premises, Security and Procurement,
NABARD
Kerala Regional Office
Punnam Road,
Statue, Thiruvananthapuram – 695001
dpsp.trivandrum@nabard.org
0471-2701600/700

Date of issue of tender document	10-02-2023
Due date and time for submission of tenders	21-02-2023
Date and time of opening technical bids	21-02-2023 or later as convenient to NABARD
Date and time of opening of BOQ/ price bids	48 hrs from the final evaluation of Technical bids or later as convenient to NABARD

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PART – 1 Technical Bid



NB. Kerala/3792/SQ-14 /2022-23
10 February 2023

M/s

NOTICE INVITING TENDER

Dear Sir

Tender for Annual Maintenance Contract for Plumbing Services at NABARD Staff Quarters, Poojappura, Thiruvanthapuram– 2023-2025

National Bank for Agriculture and Rural Development (NABARD), Kerala Regional Office intends to award the **Annual Maintenance Contract for Plumbing Services at NABARD Staff Quarters, Poojappura, Thiruvanthapuram for the contract period 01st April 2023 to 31st March 2025**. For this, a two stage-bidding process under GeM i.e. Technical Qualification with respect to Techno-Commercial aspects and Competitive Rates is being followed. Tender documents can also be downloaded from our website www.nabard.org under the tender column from 10.02.2023. Contractors registered on GeM may only apply.

- 1) National Bank for Agriculture and Rural Development (NABARD) has its Kerala Regional Office at Punnann Road, Statue, Thiruvananthapuram – 695001. The total number of required manpower and the services to be provided are detailed separately in the tender. Bidders are advised to go through the tender documents carefully before quoting the rates. *The Bidders are advised to visit the site, conduct survey of the existing conditions so as to familiarize themselves with the nature and scope of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.*
- 2) Tenders will be applied on GeM only. The PART-I (Technical Qualification Bid) of the tender shall contain Technical Qualification bid, along with proof of having submitted EMD to GeM, and terms & conditions in prescribed tender document. **The PART– II of the tender shall contain only the financial bid in the prescribed format in GeM.** No other terms & conditions should be there in the financial bid. If any terms & Conditions are stipulated in the tender document, the tender shall summarily be rejected.
- 3) The PART–I (Technical Qualification Bid) of the tender shall be opened first on **21 February 2023** as per GeM procedure. Based on the Technical Qualification bid / tender, the financial bids (Part-II) for competitive rates of eligible bidders will only be opened/considered.
- 4) NABARD reserves the right to accept or reject any tender, in whole or in part and it is not binding on the part of the NABARD to accept the lowest (L1) or any tender.
- 5) Tenders, which do not fulfil all or any of the NABARD's conditions or are incomplete in any respect and tenders with the Bidder's own conditions other than those specified by NABARD, are liable to be rejected.

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

National Bank for Agriculture and Rural Development

केरल क्षेत्रीय कार्यालय

राष्ट्रीय कृषि और ग्रामीण विकास बैंक केरल क्षेत्रीय कार्यालय, पुन्नन्न रोड, स्टेट्यू, तिरुवनंतपुरम – 695001 टेलि: 0471 2701600/700 ई-मेल: trivandrum@nabard.org

Kerala Regional Office

National Bank for Agriculture and Rural Development, Kerala Regional Office, Punnann Road, Statue Thiruvananthapuram – 695001

Tel :- 0471 2701600/2701700 • E-mail: trivandrum@nabard.org



- 6) Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the “The Chief General Manager, National Bank for Agriculture and Rural Development, Kerala Regional at Punnan Road, Statue, Thiruvananthapuram – 695001” who will review the same and information sought if not clearly indicated or specified, NABARD will issue clarifications to all the Bidders which will become part of the Contract Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the date of submission of the Tender.
- 7) The Bidder shall deposit Earnest Money Deposit (EMD) amounting to **Rs.16,626/- (Rupees Sixteen thousand Six hundred and Twenty six only), by directly crediting the amount in GeM Account.** EMD of unsuccessful bidders would be refunded after the award of work to the successful bidders by GeM. MSME and other eligible organizations will be exempt as per prevailing Govt. instructions upon submission of proof.
- 8) Validity of offer should be 90 days from the date of opening of price bids. However, the rates quoted by the successful bidder would remain firm until the end of the contract period i.e. up to **31st March 2025** except only if the minimum wages are revised and contract rates are different from the revised minimum wage rates or change in GST / statutory taxes and **subject to other terms & conditions mentioned elsewhere in the tender.**
- 9) The successful Bidder will be required to submit **@5%** of the accepted value of tender (total value of the contract for one year), as Security Deposit within 15 days of award of work, which will be reckoned towards the Retention Money Deposit (RMD).
- 10) The RMD will be released after 60 days from the expiry of the satisfactory AMC period and will not bear any interest.
- 11) This Notice Inviting Tender (NIT) shall also form part of the Tender Document. In case of contradiction between the rules / provisions of this tender document and those of GeM portal, preference shall be given to the rules / provisions given in our tender document. The bidders are required to sign all the relevant documents of the tender and upload in the GeM portal (additional details link).

Yours Faithfully,

(Sajeev S)

Deputy General Manager

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

National Bank for Agriculture and Rural Development

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(I) INSTRUCTIONS TO THE BIDDERS FOR FURNISHING INFORMATION
AS A PART OF PRE-TENDER QUALIFICATIONS ELIGIBILITY CRITERIA

1. The work involved is **Annual Maintenance Contract for Plumbing cum masonry works at NABARD Staff Quarters, Poojappura, Thiruvanthapuram– 2023-2025**. Scope of work and services to be provided are indicated in the “**SPECIAL TERMS AND CONDITIONS – Scope of Work (Part A)**” and “**Scope of work (Part B) – Illustrative**” of this tender. *The Bidders are advised to visit all the sites, conduct survey of the existing arrangements to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.*
2. The contractors should have experience of similar works during the last 7 years (ending 31.03.2023) and who fulfill the following criteria are eligible to tender: -
 - a) Should have carried out **minimum 1 similar work** with Govt/PSUs during last 3 years (ending 31.03.2023) with contract value (costing individually) not less than **Rs.6.65 lakh.**
 - b) OR
 - c) Should have carried out **minimum 2 similar works** with Govt/PSUs during last 3 years (ending 31.03.2023) with contract value (costing individually) not less than **Rs.4.16 lakh.**
 - d) OR
 - e) Should have carried out **minimum 3 similar works** with Govt/PSUs during last 3 years (ending 31.03.2023) with annual contract value (costing individually) not less than **Rs.3.33 lakh.**
 - f) The Bidders should have average Annual Turnover of **Rs.2.50 lakh** each year during the last three years ending 31 March 2022 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.
 - g) The Bidders should have applicable registrations (PAN, TIN, TAN, GST, ESI, EPF, PSARA etc.) supported with documentary evidence and licenses, permissions, approvals issued by appropriate authorities such as Labour enforcement and other statutory authorities, wherever applicable and furnish copies of the same with tender (with the Pre-Qualifying Bid). Agency should have a valid license/registration as per GOI instructions or from any other competent authority to operate a manpower agency in the State of Kerala and similarly registration with appropriate competent authority. Bidders to note that copies of licenses and registration are to be submitted with the Pre- Qualifying bid i.e. Part I. Tenders without required documents will be summarily rejected.
 - h) Contractors should be registered under ESI and EPF act and should have a valid PF code number and all the employees of the contractor to be deployed by them

should be enrolled as member of EPF and should have a PF number. Documents relating to the same i.e. ESI & EPF should be submitted in the Technical Qualification bid i.e. Part-I of the tender in the additional details link on GeM portal.

- i) Should have an office in Thiruvananthapuram. Bidders are requested to submit the following documents in **PART - I** (Technical bid) for examining their qualification/suitability. Opening of **PART - II** (Financial Bid) will be subject to satisfying the prescribed eligibility criteria: -
 - j) Copies of Work Orders and Satisfactory Service Certificates from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies, etc. **during the last seven years.** “Similar Works” means experience in executing Annual Maintenance Contract **for Plumbing services** in similar Government / PSUs / Public Sector Banks / Autonomous Bodies, etc. **having registered office or such similar setup in Kerala.**
 - k) IT returns of last three consecutive financial years – 2019-20, 2020-21 & 2021-22.
 - l) References of clients / particulars of bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executives / officials.
 - m) Information in Section-I, II, III & IV as per enclosed proforma.
- 3. Intending Bidders are required to submit their full bio-data giving details about their organisation, experience, personnel in their organisation, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed statement which will be kept confidential.
 - 4. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of Bidders to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.
 - 5. If required, the Bank will obtain reports on past performance of the Bidder from his clients and bankers and evaluate the said reports before opening of the PART-II (Financial Bid) of the tenders. If any Bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after qualifying the PART-I (Technical Qualification Bid) of the tender and PART-II of the tender will be rejected. The Bank is not bound to assign any reason for rejecting the tender.
 - 6. After scrutiny of Part-I (Technical Qualification Bid), if any of the Bidders is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further and will be rejected.

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7. Applications containing false and/or inadequate information are liable for rejection.
8. While filling up the application with regard to the list of important projects completed or on hand, the applicants shall only include those works which individually cost not less than the specified amount.
9. Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, Kerala Regional Office, at Punnan Road, Statue, Thiruvananthapuram – 695001.

I/We have read and understood the instructions contained herein above and are acceptable to us.

Date:

Place:

Address

Signature of the Bidder with seal

Section-I-Basic Information

Sr No.	Particulars	Bidder's response
1	Name of the Bidder/agency/ contractor and address of the registered office, telephone no., mobile no., fax no., email-id, and website address.	
2	Year of Establishment	
3	Type of the agency/ contractor (whether Sole Proprietorship/Partnership/Private Limited/ Limited or Cooperative Body etc.) Copies of supporting documents to be enclosed	
4	Name of the Proprietor / Partners / Directors of the agency/ contractor / Firm	1 2 3 4 5
5	Details of Registration a Whether Partnership firm, Company, etc. b Registering Authority c Date of Registration d Registration No.	a b c d
6	Whether registered/ empanelled for similar service with a Government/ Semi- govt / Municipal Authorities or any other public organisation b If yes, name of the authority c and since when?	(Yes/ no)
7	Work Experience a Details of work experience in Plumbing services b Documentary evidence of previous experience if any, of carrying out works for NABARD / RBI / Public sector banks / Government department / Semi Govt. department / Other Public Sector Undertakings at any other center should also be given.	

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8	a) Areas of business activities, other than Plumbing services, if any, and b) Place and address of such business	
9	a) Address of office through which the proposed work of the Bank will be handled; and b) Name & designation of In-charge	
10	Adequate and satisfactory evidence to indicate financial capacity of the person/ agency/ contractor to undertake the said work	
11	a) Names of bankers b) Full address of bankers c) Telephone (landline & mobile Nos), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed)	
12	Credit worthiness of the Bidder & Turn Over during the specified period (Copies of IT deposit certificates such as copy of deposited Form 16 or any such other certificate along with latest final accounts of the business of the Bidder duly certified by a CA should be enclosed as proof of their credit worthiness and Turn Over for the last three years ending 31.03.2022.)	<u>Annual turnover</u> <u>Rs.</u> _____ <u>Rs.</u> _____ <u>Rs.</u> _____ <u>Rs.</u> _____ <u>Rs.</u> _____
13	Number of supplementary sheets attached	
14	a) Whether any civil suit/ litigation has arisen in the contracts executed by the applicant during the last five years (Yes/No) b) If yes, please give following information (suit-wise/ project-wise): i. Name of the Project & Organisation ii. Nature of work iii. Work Order No. and Date iv. Present stage of work v. Value of contract vi. Brief details of litigation	

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15	i. Permanent Account Number (PAN) ii. TIN iii. Goods and Service Tax Registration No. iv. EPFO Registration No. v. ESIC Registration No. vi. Regional Labour Commissioner Registration (Copy of above documents to be enclosed) vii. PSARA registration certificate	
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Notes: Please attach self-certified copies of the following documents:

- a) Latest Income Tax Clearance Certificate
- b) IT Returns OR Audited Balance Sheet and Profit & Loss Account for the past three years from FY 2019-20.

Signature of the Bidder with seal & date

Section-II -Previous Experience

List of important works executed by the firm during the last seven years costing ₹6.65/4.16/3.33 lakh and above as indicated in the prequalification criteria and above with experience in executing works of similar work i.e. Plumbing/Maintenance service in organisations / institutes / training establishments etc. (Please attach extra sheets if required).

S.No	Name of the work And Location	Nature of Work	Name & full postal address of the owner. Also indicate whether Government or Semi-Govt or PSU's	Contract Amount (Rs)	Whether work was left incomplete or contract was terminated from either side? Give full details.	Any other relevant information
(1)	(2)	(3)	(4)	(5)	(6)	(7)

- a) List of important ON HAND works during the last seven years costing ₹6.65/4.16/3.33 lakh and above as indicated in the prequalification criteria and above in the field of Plumbing/ maintenance services. (Please attach extra sheets if required).

S.No	Name of the work And Location	Nature of Work	Name & full postal address of the owner. Also indicate whether Government or Semi-Govt. or PSU's	Contract Amount (Rs)	Whether work was left incomplete or contract was terminated from either side? Give full details.	Any other relevant information
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Section-III – Plumbing services and their Experience

1. List of Plumbing staffs, giving details about their technical qualifications, experience, etc. including that in the applicant's organization. (Please attach extra sheets if required).

S.No	Name	Age	Qualification	Experience	Nature of works handled	Date from which employed in the organisation	Any other relevant information, if any

2. **List of available tools, Equipment.** (Please attach extra sheets if required).

S.No.	Name of tools/ Equipment and Accessories	Total No. of units available with agency	Required no. of units to be spared for NABARD's work (to be kept in our premises)
(1)	(2)	(3)	(4)
1	Pipe wrench		01
2	Adjustable wrench		01
3	Hacksaw/ Plastic pipe cutters		01
4	Thread sealing tape		01
5	Any other Plumbing Equipments		

3. Indicate other points, if any, to show applicant's technical and managerial competency to indicate any important point in applicant's favour.
4. No. of supplementary sheets attached for Part III.

Section-IV - Details of Bank Account

1.	Name of the Vendor/Firm	
2.	Name of the Account Holder	
3.	Address of the Vendor/Firm	
4.	Name of the Bank, Branch and Address	
5.	Bank Code and Branch Code	
6.	IFS Code of the Bank Branch	
7.	Type of Account (Saving/Current/Cash Credit)	
8.	Account Number	

Note: Please also enclose a CANCELLED CHEQUE in respect of above account number.

Signature of the Bidder with seal and date:

(II) INSTRUCTIONS TO THE BIDDER

1. All the pages of the Tender Document shall be signed by the Bidder.
2. NABARD takes no responsibility for delay / loss in non-receipt of Tender Documents.
3. EMD amount of **Rs.16,626/-** is to be remitted to GeM in their listed banks and the same will be reimbursed to the unsuccessful bidders by GeM.
4. “Retention Money Deposit” i.e. RMD of 5% of accepted value of the tender (annual charges) shall be directly credited to our current account (details given above in below) by the successful Bidder within 15 days of intimation to him of acceptance of tender. The RMD will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work. This forfeiture is independent of the liquidated damages provided for in the Contract.
5. The RMD will be released after 60 days from the expiry of the satisfactory AMC period and will not bear any interest.
6. The Tender / Quotation shall be submitted as per procedure of GeM as PART-I (Pre- qualification Bid) and PART-II (Financial Bid) as the case may be, should be submitted in the GeM portal.
7. Bids submitted by unauthorized agents and FAX / Posts shall not be entertained.
8. **Bidders are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NABARD before quoting the rates.**
9. If last date of receipt of Tender / Quotation and opening date is a holiday, then submission and opening of Tenders / Quotations shall be shifted to next working day without any change of time and venue.
10. The Bidders should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tenders may be rejected without making any reference to the Bidders.
11. **No Bidder will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted. In case any Bidder**

withdraws his/her tender during the validity period or is subsequently found to have sublet the same, the EMD amount received from such Bidders shall be forfeited.

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

13. Notwithstanding anything stated above, NABARD reserves the right to assess the Bidders capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.

(III) DECLARATION BY THE BIDDER

1. I/we hereby declare that I/we have read and understood the General instructions, General conditions of Contract, detailed specifications and the conditions of work, etc. and hereby agree to abide by them.

2. I/we hereby confirm that the tender shall remain in force and valid for acceptance for a period of not less than 90 (ninety) days from the date of opening of the financial bid.

3. I/we also note that any additions, clarifications, etc. which we would like to bring to your attention are put in a separate sealed covering letter. I/we have ensured that only relevant entries asked for are made in the tender documents. Entries other than the relevant entry shall make the tender invalid.

4. I/we hereby confirm we will abide by the minimum wages Act as per Govt. orders revised from time to time.

DATE :

SEAL & SIGNATURE OF THE BIDDER

PLACE:

(IV) GENERAL INSTRUCTIONS TO THE CONTRACTORS
AND GENERAL CONDITIONS OF CONTRACT

1. Bidders are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. Quoted Service Charges should be workable and reasonable and should include the following
 - a) Incidental and all overheads and profits.
 - b) Service Charge quoted should **include all Taxes** (Goods and Service Tax, VAT, IT, WCT etc.), Duties, Octroi, Levies, Wages as per relevant Act, Service Charges etc. as applicable and should be firm for the entire Contract period. Under any circumstances, no price escalation whatsoever shall be entertained during the contract period except revision in minimum wages & taxes.
 - c) Cost of Uniform.
 - d) Cost of Tools and Machinery
The contractor would be required to furnish an analysis for scrutiny of the Service Charges, as and when called for, by NABARD.
3. If a bidder quotes impracticably low service charges i.e, less than or equal to 1%, the bid shall be treated unresponsive and will not be considered for further evaluation and will be disqualified. Service charges should be written in percentage (%) and in figures
4. Monthly payment will be made based on bill submitted by the contractor and certified by the Assistant Care Taker/ Caretaker to the effect that the services are provided as per the contract agreement. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/Caretaker) after completion of the respective work on the formats enclosed / given for respective work and should submit all these with the bill.
5. Separate orders will be issued by NABARD in respect of additional works (if any) which are not covered under the comprehensive monthly charges. The bills for the same are to be submitted within a period of one month after completion of the work. NABARD may reject any claim made after the stipulated period. The bills for the works carried out without proper work slips/ work order will be rejected and no further representation will be entertained.
6. GST-TDS, Income Tax, Works Contract Tax, Goods and Service Tax and other taxes as applicable, will be deducted from total payment due to the Contractors.
7. 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 or any accident at its own cost. The Contractor should arrange to obtain necessary insurance

cover for his employees at his cost and should be responsible for the safety of persons employed by him. The Contractor shall be fully responsible and shall compensate NABARD in the event of any damage to person 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 workforce.

8. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.
9. **The contractor shall deploy such minimum number of qualified and experienced staff as indicated in Schedule – I and financial bid by the contractor to ensure that the work is attended in time as per the scope of work of the tender, to the satisfaction of NABARD.**
10. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules.
11. The contractor shall pay the personnel deployed in NABARD, their wages in accordance with the minimum Wages Act, 1948 on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed in NABARD. Tenders/bids not complying with the minimum wages payment will be rejected.
12. 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 or any other act related thereto.
13. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be responsible in any manner in the event of non-compliance with various labour laws in force by the contractor and the onus of compliance lies solely with the contractor. The contractor is advised to maintain attendance register of his staff employed at sites and wage register for payment (at least minimum wages as per Centre Govt.) with all records up to date as per the labour regulations. The contractor may be asked to submit the monthly

payment records to the staff employed by him. The contractor is advised to ensure that the payment is regularly credited to the bank account of the individual staff employed within the time schedule of Labour laws and pay slips for respective payments are duly issued regularly. NABARD may ask for past pay slips and payment records to be submitted along with the monthly bill.

14. The contractor should ensure payments to the employed personnel as per latest Minimum Wages Act and payment of bonus in terms of Bonus Act, 1965. Further, the payment to be disbursed to the contract staffs in the presence of the NABARD's representative on or before seventh (7th) of every month irrespective of the fact that previous monthly bill is paid or not by NABARD.
15. Contractor shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract, if ESI & EPF Act is applicable to the contractor as per law. The rates quoted by the contractor should be inclusive of employer's share of ESI & EPF contributions for this contract. The contractor should submit proof of payment (counterfoils) as and when called for by NABARD towards ESI & PF with monthly bill & other documents such as registration number, photo card etc.
16. The Contractor should be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.
17. The contractor shall ensure regular payment to his staff posted for the captioned work and the payment made to his staff should not be less than the minimum wages notified by the Central Govt. from time to time and make available for inspection of the Bank the relevant records.
18. The manpower deployed by the contractor should be in neat uniform, 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. No additional payment shall be made if contractor keep 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.
19. The manpower deployed by the Contractor should report to site supervisor as per timings agreed upon and decided by the Bank. 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 site supervisor at the time when contractor's worker arrives & sign at site. A copy shall be presented along with the Contractor's monthly bill.

20. The Contractor shall abide by all the requirements of maintenance from time to time and shall strictly follow the obligation required by NABARD.
21. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
22. The Contractor or his authorised representative should visit the site frequently as required by NABARD and meet Officials for any clarifications and to receive instructions.
23. The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of NABARD on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients. The contractor shall fully compensate NABARD for such damage/loss. The decision of NABARD in this regard shall be final and binding.
24. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary without any notice.
25. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
26. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
27. 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.
28. The work should be carried out with least inconvenience to the staff members of NABARD. 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, wearing of uniforms, interpersonal relation with the staff. The contractor shall provide photo identity card and uniform to its workers including the leave reserves. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.

29. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. The Contractor shall assist NABARD fully in respect of any liaison with the Municipal/Police or any other authority for necessary approval / permission with regard to the AMC works.

30. The Contractor shall provide documentary proof of police verification for each and every personnel deployed with NABARD and replacement, if any, shall also be brought into effect.

31. EXIT:

i) First two months will be on a trial basis. If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 15 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, any day after the expiry of the said notice period.

ii) The contract is liable for termination by giving one-month notice by the Bank and three months' notice by the contractor.

32. The contractor shall arrange to provide mobile phone to all the personnel deployed at NABARD premises.

33. Contractors should provide 2 sets of uniforms and one set of shoes of approved colour every year for the employees deployed in NABARD at his own cost.

34. The contractor shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or on leave.

35. NABARD will not be responsible for contractor's materials.

36. The contractor shall provide everything necessary for the proper execution of the works.

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

38. No advance payment shall be made. Further, Contractor will not link payment to his manpower with the settlement of bills by NABARD.

39. VALIDITY OF TENDER: 90 Days from the date of opening of the Tenders.

40. If in the opinion of NABARD the work done by the contractor is not satisfactory,

NABARD may decide depending upon the merit of the work to deduct such amount from the monthly bill amount as it may deem fit.

41. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.
42. Contractor shall extend necessary help to other Contractors engaged by NABARD under separate contract for their respective work.
43. Contractor shall be required to furnish NABARD, as and when required, the following:
 - (i) The Power of Attorney, name and signature of his authorized representative, who will be in- charge of execution of this contract.
 - (ii) Registration certificate copies.
 - (iii) Wage Book, Muster Book pertaining to staffs engaged under this contract.
 - (iv) Validity of Insurance Policies, Labour Contract License relating to staff engaged at NABARD site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.
 - (v) Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by him. Any damage caused wilfully or in negligence to the works executed, shall be borne by him. The penalties mentioned in Service Level Agreement (SLA) given in GeM portal shall be applicable.
44. 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 NABARD.
45. The manpower deployed by the contractor for discharging the contractual obligations under the contract shall be the employees of the contractor. NABARD shall in no way be connected with such manpower and they shall have no claim whatever against NABARD.
46. The Contractor shall at his own cost and expenses provide all the materials, labour, supervision tools, plant apparatus, ladders, trolleys, conveyance, uniforms etc. required for execution of the work covered by this contract to the entire satisfaction of NABARD.
47. Notwithstanding anything contained therein the labourers, workmen, supervisors and other employed persons by the Contractor for the purpose of the works shall for all purposes be regarded as the Contractor's employees. Therefore, neither the contractor nor any of such employees shall have any right to complain or claim against NABARD. NABARD also shall have no concern with them and shall not be liable to make any payment to or any contribution on account of them.

48. a) The tender is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their bids/ offers.
- b) The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.
- c) The purpose of this tender is to provide the bidders with information to assist the formulation of their bids/ proposals. This tender does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and, wherever necessary, may obtain independent advice.
- d) Bank makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.
49. The **contract shall be valid up to two years i.e, 31 March 2025**. The bank also reserves the right/option to **extend the validity of this contract at the same rates for a period of 01 year** and on the same terms and conditions, with consent from the vendor.
- (vi) **Forfeiture clause:** In case of negligence/derelection of duty by contractor's staff, the above contract shall be terminated without giving any notice by the Bank and the security deposit shall be forfeited.
- (vii) Recovery of GST-TDS, income tax, education cess, work contract tax, goods and service tax etc. as applicable & in force shall be deducted from the bill during the currency of the contract.
50. The property shall be handed over to contractor for AMC on as-is-where-is basis.

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

DATE:

PLACE:

ADDRESS

Signature of the Bidder

NAME AND SEAL

V. SPECIAL TERMS AND CONDITIONS – SCOPE OF WORK

Scope of Work (Part A)

1. This contract shall be for a period from 01st April 2023 to 31st March 2025. In the event of National Bank requiring the services for further periods after the expiry of the initial period, it shall make a request in writing in this behalf to the Contractor one month prior to the termination of these presents and upon such request, the Contractor shall provide the services to the National Bank for the said premises on the same terms and conditions.
2. No overtime allowance or any compensation of any other kind shall be payable by National Bank to any person including supervisor employed by the Contractor for duties at the said premises.
3. National Bank shall deduct income tax and other taxes which it may be required under any law for the time being in force from the payment to be made to the Contractor for the services rendered to National Bank.
4. During the continuance of this contract or such extended time, the contractor shall provide Plumbing staffs at the said premises as per the requirement of the National Bank. The present requirement and timings of duties are as per Schedule I, which would be liable for change as and when considered necessary by the National Bank. The requirement of number of staffs will be reviewed, if considered necessary, by the National Bank. The contractor shall increase or reduce the number of staffs and AMC charges as specified in financial bid will be increased or decreased proportionately.
5. The staffs posted by the contractor for the said premises shall be deployed in consultation with the Bank.
6. The staffs posted at the aforesaid premises of the National Bank for duty shall be below **55 years of age** and be medically fit to perform the plumbing service (***GeM-SLA mentions age of 65 years but it shall be below 55 years only***). The working and deployment of staffs will be monitored by any official authorized by the National Bank for the purpose. They will be the employees of the contractors under their exclusive control and supervision and shall comply with the following: -
 - i) The supervisor/Plumbing staffs on duty shall comply with the directions and instructions regarding the Plumbing/maintenance issued by the representatives of the National Bank to the Contractor from time to time.
 - ii) The Contractor shall accede to the requests of the National Bank's representatives for recall of any particular person from out of staffs and substitute him by another.
 - iii) The contractor shall ensure that the staffs provided by it are smart, educated and of high integrity and maintain proper discipline and they do not in any manner, cause any interference, annoyance or nuisance to the management or

the National Bank or its business or work or its officers / employees / visitors, etc.

iv) They shall maintain adequate security and shall remain always on vigil.

- 7. Besides the regular work of providing Plumbing/Maintenance services, the staffs on duty will also be responsible for maintenance of pipelines in common area/s within said premises. They will also be attending other jobs like operating water pumps, and also attend to complaint registers for Plumbing works.**
- 8. They will not be allowed to stay overnight in the said premises after their duty hours and they will not be entitled to kitchen/housing facility in the said premises.**
9. The Contractor shall declare that they shall be responsible for the due compliance of all the legal provisions connected with requirement of the staffs posted at the said premises of the National Bank.
10. The Contractor shall comply with all statutory requirements in respect of their staff such as ESIS coverage, Provident Fund, payment of bonus, payment of minimum wages, dearness allowance, leave and gratuity benefits and other legal and statutory requirements in relation thereto and National Bank shall accept no liability in this regard. All such liabilities shall be discharged by the Contractor promptly without any default. The contractor shall submit to the National Bank documentary evidence of the payment paid to the staffs deployed as and when asked.
11. The contractor shall indemnify NABARD 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, before any such infringement and receive 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. The persons including the supervisors, if deployed by the Contractor for duty in the said premises shall not deemed to be the employees of the National Bank in any manner and they shall not be eligible for any benefits like subsidized food etc. which the National Bank provides to its employees. The obligation, if any, for these benefits shall be the sole responsibility and rests entirely with the contractor. The contractor, before starting the work of execution of the service contract as described under scope of work, is required to submit a "Letter of Indemnity and Undertaking". A specimen of such letter is enclosed as Annexure II.
12. The contractor shall provide to Plumbing staffs with necessary uniform, shoes and other necessary equipment, etc. required for the effective discharge of Plumbing services to the National Bank at its own expenses. Uniform allowance, uniform's washing allowance or conveyance allowance for reporting duty at the said premises will not be paid by the National Bank. All such charges are to be added to the service charge quoted by the vendor.

13. The contractor shall provide to the National Bank photographs and residential address of the staffs deployed by them.
14. The National Bank will not be under any liability to pay any compensation to the staff deployed by the Contractor for their sustaining any injury etc. while discharging the duties in the said premises. The contractor shall get the staffs posted for duty at the said premises, insured against accidents at its own cost.
15. **Applicable Leave:-** Successful vendor shall ensure leave to the staffs as per Contract Labour Act, 1970. It shall be ensured that service personnel are given at least 04 days holidays in a month.
16. The plumbing manpower so provided shall endeavour to take all steps and precautions to prevent thefts, pilferage and other criminal acts in the said premises. The Contractor shall be liable to make good the loss suffered by the National Bank in this regard. National Bank shall be at liberty to recover the said amounts from the amounts payable to the contractor.
17. The National Bank shall, in the event of the contractor committing any breach of any of the terms and conditions of this agreement or if the services provided by the Contractor is considered to be unsatisfactory by the National Bank, be entitled to terminate this agreement by giving seven days' notice in writing and the Contractor shall not be entitled to any compensation for such termination.
18. On expiry of or early termination of the contract, the staffs shall vacate the said premises, without in any way causing any damage to the said premises and the property therein.
19. In case of any dispute or difference between the parties under this agreement, the same shall be referred to The Chief General Manager, NABARD, Kerala Regional Office, Thiruvananthapuram or to the person nominated by him and his decision shall be final and binding on the parties.
20. Even if GeM asks for electronic inputs, it is advised that vendors may submit scanned copies of all documents in support of their claims / submissions, as asked for in the tender document of NABARD, along with an undertaking that all documents submitted are correct and if found otherwise, in future, will be liable for termination of the tender / contract without any notice.
 - 1) ***Plumbing cum masonry Services :***
 - a. The rate is to be quoted for plumber cum mason at minimum **1 Nos** for providing regular maintenance works in the aforesaid NABARD staffquarters.
 - b. In case of emergency requirement, contractor has to make the manpower available immediately and the cost for the same will be settle by deriving the per manpower rate from the quoted rate as per the nature of work that is to be executed and after analyzing the number of manpower utilized.

- c. The contractor shall furnish NABARD with a copy of license of plumber & certificate of experience of plumber & bio-data of their employees. The Plumbing services should be available as and when required by NABARD
 - d. The plumber cum mason shall make all efforts to try to repair the defective fittings and replacing the articles should be taken only as the last resort after NABARDs approval in the proforma formulated by NABARD for the same.
 - e. The contractor shall ensure that only branded materials is used for maintenance and repair work. In case of replacement, the purchase of the material by the contractor shall be done only after taking approval from NABARD.
 - f. **The overhead charges at 15% will be applicable on submission of material supply receipt by the contractor for additional work not covered under scope of work.**
 - g. The helper to be provided to assist the Plumber cum mason depending on the requirement. The charges for helper or additional manpower would be made on actual basis after assessing the requirement and depending upon the nature of work.
 - h. The contractor shall make his own arrangement for tools and ladder etc. for executing the work
 - i. After the completion of work the contractor shall ensure the removal of debris out of the premises to safe municipal corporation limit, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the concerned officer, bill will not be settled. The cost for the same will be borne by the contractor.
 - j. This contract is for the works to be carried out at our staff from inside and outside for all floors / height. NABARD reserves the right to increase/ decrease in manpower supply from the agency. The cost of scaffolding or any other necessary equipment's for completing the work will be allowed based on the nature of work.
 - k. The aforesaid timing is tentative however, the Plumber cum mason has to attend the work at different sites as per the instructions of NABARD as and when required.
- 2) **Civil Works :** Undertaking all types of minor repairs pertaining to masonry work, plastering, painting etc. in the entire NABARD Staff Quarters including, VOF / VEF/ Guest Houses & its underground Sump Wells, Pump Houses, Overhead Water tank of the Colony and O.H. water tanks on individual buildings/residence/ etc. The estimated expenditure for such work from time to time is to be submitted through NABARD prescribed work slip. The payment will be made as be the actual work executed at site as specified in the respective approved works slip.
- 3) **Cleaning Works:** The drainage in staff quarters is to be cleaned quarterly and no additional charges will be allowed over and above the quoted lump sum charges.

4) Tank Cleaning

- A) The scientific cleaning of the sump and the over head tanks in staff quarter premises is to be carried out on a half yearly basis. The methodology of cleaning is as under.
- First phase: Mechanized dewatering and sludge removal, with a sophisticated powerful pump.
 - Second phase: Sludge removal with the aid of sludge removal equipment's that flush with the level of the floor and wall of the tank.
 - Third phase: Cleaning with high pressure rotary water jet with the aid of a compressor so as to remove all germs, bacteria and calcination.
 - Vacuum cleaning with specially designed industrial vacuum cleaner which will completely remove all the dirt in the tank and making it totally clean.
 - Sterilisation of the tank using a unique anti-bacterial agent which is completely bio-degradable and absolutely safe.
 - UV radiation treatment for completely destroying the bacteria and making the tank completely clean.
- B) The number of the tanks to be cleaned in the respective is as listed below
- Staff Quarters (NABARD Gardens) - 18Nos OHT & 1 Sump

Signature of the Bidder with seal and date:

Scope of work (Part B) – Illustrative

Supply of Plumbing Equipment

1. The contractor should provide the following items to the bank and it will be kept at our premises throughout the contract period.

Pipe wrench	- qty 01
Adjustable wrench (Heavy Duty)	- qty 01
Hacksaw/ pipe cutters	- qty 01
Thread sealing tape	- qty 01
Any other plumbing Machines	- as required

2. The maintenance, repair charges and any other charges in respect of the supplied tools/machine will be borne by the contractor. In any case, the bank will not bear any cost for the maintenance of the supplied items.

3. The contractor should ensure all the supplied items are of good standard and should always remain in serviceable condition. In case of unserviceability, the item has to be replaced immediately without any delay (within 24 hours).

Staff Quarters- Common/Open Area/VOF &VEF

The address of the premises where the AMC is to be carried out are

SI No	Details	Address
1	NABARD Gardens (Staff Quarters)	NABARD GARDENS, Dr. Pai Road, Poojappura, Thiruvananthapuram, Pin :695012

1. Periodical inspection of all the sanitary fitting in all the flats of NABARD. – **Monthly basis**
2. Replacement of worn out and damaged sanitary fitting, pipes, valves, motor pumps, bore well-fitting etc. on payment basis based on the nature of repair works.
3. Cleaning of the over-head tanks, sumps in all the staff quarter premises through mechanical cleaning – **Half yearly Basis**
4. Minor masonry work related to plumbing on payment basis based on the nature of repair works.
5. Removing the plants growing in the external pipe lines, sunshades, terrace etc- **Quarterly Basis**
6. Clearing of drainage- **Quarterly Basis.**
7. Undertaking all types of minor repairs pertaining to plastering, painting, welding etc. in the entire NABARD Officers' Residential colony including, VOF / VEF/ Guest Houses & its underground Sump Wells, Pump Houses, Overhead

Water tank of the Colony and O.H. water tanks on individual buildings/residence/ etc.

8. Providing the service of skilled plumber cum mason as per requirement to attend day- to-day maintenance and repair / replacement of the water supply and sanitary fittings in staff quarters, as detailed hereunder
- a) Taps and accessories fixed in latrines bathrooms kitchens / common areas.
 - b) Cistern and accessories
 - c) W.C. Toilet seat and accessories
 - d) Washbasin and accessories
 - e) Overhead tanks related accessories like Ball cock, Float valve etc.
 - f) Connecting plumbing lines, piping work repairing / replacing necessary standard materials.
 - g) Miscellaneous items in bathroom like showers, mirrors, towel rods etc.
 - h) Contractor will also attend to sanitary works, roof drainage which includes repair
 - i) Replacement of pipes / taps of toilets, floors, rain water pipes etc. to remove dampness etc. arising subsequently.
 - j) Any other works necessary for sanitary maintenance task.
 - k) Services provided shall include removal of blockages from drainage lines/water supply lines, gulley traps, nahani traps, manhole, kitchen sinks, wash basins, urinals and wcs.
 - l) Contractor will have to do minor masonry work like plaster, brick work etc.
 - m) The Plumbing and Sanitation services should be available as and when required by NABARD.
 - n) Any other work not covered above but related to Plumbing, Sanitary and minor civil installations will also be attended by the plumber cum mason as and when the need arises.

Signature of the Bidder with seal and date:

(VI) SAFETY CONDITIONS OF THE CONTRACT

As part of the contract, the contractor must satisfy the under-mentioned safety requirements and must ensure at all time that these are followed without any deviation.

A. General

1. Smoking and chewing pan/ tobacco/ gutkha / any other drugs, consumption of alcohol etc. are prohibited in the building.
2. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of his staff in the premises.
3. Staffs will not be allowed to stay overnight in the said premises after their duty hours and they will not be entitled to kitchen/Stay/housing facility in the said premises.
4. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.

We/I agree to the safety conditions and to ensure compliance with the same fully.

Signature of the Bidder with seal and date:

(VII) SCHEDULE – I

Requirements of Plumbing staff

Present requirement and duty hours of Plumbing staff for our NABARD staff quarters Premises at Dr.Pai road, Poojappura, Thiruvananthapuram is indicated below:

- i) Total no. of Skilled Plumbing cum mason staff - **01**
- ii) Duty Hours

Location	Timing per Day	Period in week	Duration
NABARD Staff Quarters –Dr. Pai Road, Poojappura, Thiruvananthapuram	1 Plumber cum mason - 09:00 to 17:00	Monday to Saturday	Daily Basis

Note: All the works indicated above will be from Monday to Saturday. One day weekly off should be given to the staff.

Option Clause: The tender rates shall be fixed and applicable for any **increase up to 100%** in the tendered quantities. The Employer can decrease any quantities to any extent as per requirements and the contractor will be paid the service charge only on the pro-rata basis calculation as indicated in the financial bidding. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account.

(VIII). FORM OF TENDER

Annual Maintenance Contract for Plumbing cum masonry works at NABARD Staff Quarters, Poojappura, Thiruvanthapuram.

Please Note: Works/Work here and elsewhere in the tender shall mean **Annual Maintenance Contract for Plumbing cum masonry works at NABARD Staff Quarters, Poojappura, Thiruvanthapuram.**

The Chief General Manager,
National Bank for Agriculture and Rural Development,
Kerala Regional Office,
Punnam Road,
Statue,
Thiruvananthapuram-695001

Dear Sir

1. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said conditions of the Contract Agreement annexed thereto.

2. Our Bankers are: (i.)

(ii.)

3. Address of the firm :

Tel. No:

Fax:

Email:

Mobile No(s):

i) _____ ii) _____

Name of the person(s) authorised to sign the contract

i) _____ ii) _____

iii) _____

4. Name of the partner(s) of the firm authorised to sign the contract

i) _____ ii) _____

iii) _____

5. The names of the Partners/Directors of our firm are

i) _____ ii) _____

iii) _____

6. I / We have examined and understood the Scope of Works and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the tender invited by you.

7. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.

8. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the rates quoted by me / us in the attached Financial Bid in all respects as per the Terms & Conditions and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.

9. I / We agree to pay all Government (Central and State) Taxes such as trade tax, Excise Duty, Octroi, GST, Income etc. as applicable and other taxes prevailing from time to time and the rates quoted by us in the tender are inclusive of the same.

10. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates or any other reasons whatsoever during currency of the contract period (i.e. up to 31st March 2025) except only if the minimum wages are revised and contract rates are lower than the revised minimum wage rates or change of GST.

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
KERALA REGIONAL OFFICE, THIRUVANANTHAPURAM



11. I / We have already executed pre-bid pre-contract Integrity Pact as per the proforma given in the tender document (as per relevant stamp act of the state).

i) _____ ii) _____

iii) _____

NAME OF THE PERSON(s) AUTHORISED TO SIGN
AND SUBMIT THE TENDER

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

YOURS FAITHFULLY

(SIGNATURE OF THE BIDDER with Seal)

**NAME AND ADDRESS OF THE BIDDER
AND SEAL**

DATE:

PLACE:

(IX) Draft Articles of agreement

THIS AGREEMENT is made at Thiruvananthapuram on this day of2023

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Kerala Regional Office at Punnan Road, Statue, Thiruvananthapuram-695001, herein after referred to as “NABARD” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the ONE PART.

AND

Shri./M/s.....(Individual/Proprietorship/partnership firm/Company) incorporated/registered underAct, or R/o, and having its (place of business or Office) athereinafter referred to as ‘Vendor’ (which expression shall unless repugnant to the context meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS the NABARD is desirous of carrying out the work of **Annual Maintenance Contract for Plumbing cum masonry works at NABARD Staff Quarters, Poojappura, Thiruvanthapuram** and has caused specifications describing the work to be done and prepared by Kerala Regional Office, NABARD, Thiruvananthapuram.

AND WHEREAS the Vendor has visited the site and fully understood the existing conditions of site for execution of work.

AND WHEREAS the Vendor has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable thereunder (hereinafter referred to as “the said contract amount”).

NOW, THE AGREEMENT WITNESS THAT IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:-

1. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the vendors shall upon and subject to the said conditions annexed, carry out, execute and complete the supply/work shown in the contract, described by or referred to in the schedule of quantities and in the said conditions.
2. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.
3. The Scope of work and all the terms and conditions as enumerated in this tender is part and parcel of this agreement and binding on the parties. The vendor shall ensure that

all items of work specified in the scope of work is attended to. In case of difference between the tender document and this agreement, the agreement will prevail.

4. This Agreement and documents mentioned herein shall form the basis of this contract.

5. NABARD reserves to itself the right of altering the nature/quantum of the work by adding to or omitting any items having portions of the same carried out without prejudice to this Contract.

6. The Vendor shall provide to NABARD a security deposit of Rs..... (Rupees Only) (Interest Free).

7. In case of breach of any terms and conditions attached to this contract, the Security Deposit of the Vendor will be liable to be forfeited by NABARD besides annulment of the contract.

8. In case any of the documents furnished by the Vendor is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract.

9. The NABARD shall pay the vendor the said contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

10. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.

11. All payments by the NABARD under this contract will be made only at Thiruvananthapuram.

12. The Vendor shall afford every reasonable facility for carrying out all works of other Contractors employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.

13. The Vendor shall indemnify and keep indemnified, defend and hold good NABARD, its staff and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Vendor or their personnel on account of misconduct, omission and negligence by the Vendor or his staff.

14. The Vendor shall ensure proper conduct of its personnel in NABARD's premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

15. NABARD shall not be responsible for any damages, losses. Claims, financial or other injury to any person/s engaged by Vendor in the course of their performing the functions/works, or for payment towards any compensation.

16. Time shall be considered as the essence of this contract, and the Vendor hereby agrees to commence the work/ job on the next day of receipt of the work order as provided for in the said conditions and to complete the entire work within the time period prescribed below

reckoned from the date of receipt of such work order subject nevertheless to the provision for extension of time.

17. NABARD reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

18. DISPUTE RESOLUTION

(a) In case of dispute regarding the quality of work and product / unsatisfactory services etc., the final authority will rest with the Chief General Manager, NABARD, RO, Thiruvananthapuram and the same will be binding on the Vendor.

(b) In the event of any claim, difference, dispute or controversy and questions whatsoever arising between the parties under this agreement and subsequent agreement shall in the first instance, be attempted to be resolved between the parties themselves.

(c) If the dispute cannot be resolved through consultations between the Parties within 30 (thirty) days after 1(one) Party has served a written notice on the other Party requesting the commencement of such discussions, any Party may thereafter in writing, demand that the dispute be finally settled by an arbitration comprising of sole arbitrator mutually appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996 or any modifications thereof. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the parties to this Agreement and shall have prior experience as Arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Thiruvananthapuram. The language of arbitration shall be English.

(d) The award of the arbitrator/s so appointed shall be final and binding on the parties.

(e) Work under the contract shall be continued by the Vendor during the arbitration proceedings unless otherwise directed in writing by NABARD. No payment due, or payable by NABARD, to the Vendor 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

19. If the vendor becomes insolvent or found to have offered any bribe in connection with the contract or the Vendor fails to observe or perform any condition of this contract 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 security deposit and recover from the Vendor any loss suffered by NABARD on account of the contract being terminated.

20. This agreement is being executed in duplicate, NABARD shall keep the original and the Vendor shall keep the duplicate.

21. The Vendor shall bear the expenses for stamp duty on this agreement for both the original and the duplicate copy.

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22. That the several parts of this contract have been read by the Vendor and fully understood by the Vendor.

IN WITNESS WHEREOF the NABARD and Vendor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

IN WITNESS WHEREOF the NABARD has set its hand to these presents through its duly authorized official and the Vendor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

SIGNATURE CLAUSE:

SIGNED AND DELIVERED BY the National Bank for Agriculture and Rural Development by the hand of.....

Signature

Name & Designation

In the presence of.....

Signature

Name & Address

Signed and sealed by the vendor by the

Hand of Shri/Smt.and duly constituted attorney. If the Vendor signs under its common seal, the signature clause should tally with the sealing clause in the articles of association. If the vendor is signing by the hand of power of attorney, then whether a company or individual to be specified:

Signature of the Vendor

Name of the authorized official Address:

In presence of Shri/Smt.

Signature

Name & Address

(X) Annexure-I

Specimen of Letter of Authorisation

(to be given by bidder/Bidder)

To,
CGM,
NABARD,
Kerala Regional Office,
Thiruvananthapuram-30

Dear Sir,

Subject: Letter of Authorisation

We (name of the company) have submitted our bid for participating in Bank's Bid/Tender dated for .We also confirm having read and understood the terms of Bid/Tender as well as the scope of work & requirements.

As per the terms of Bid/Tender, we nominate Mr. , designated as of our company to participate in the bidding process. NABARD shall contact the above named official for any and all matters relating to the bidding process.

We, hereby confirm that we will honour the bids placed by Mr. on behalf of the company in the bidding process, failing which we will forfeit the EMD. We agree and understand that NABARD may debar us from participating in future tenders for any such failure on our part.

Signature with company seal	
Name –	Name of Authorised Representative
Company / Organization –	Designation of Authorised Representative
Designation within Company / Organization –	Signature of Authorised Representative
Address of Company / Organization –	Verified by

(XI) Annexure II

12. Letter of Indemnity and Undertaking

(To be submitted by the successful bidder)

To
The Chief General Manager,
National Bank for Agriculture and Rural Development
Kerala Regional Office,
Punnann Road,
Statue, Thiruvananthapuram-695001.

Sir

Subject: Letter of Indemnity and Undertaking

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to avail Plumbing cum masonry Services at NABARD staff Quarters and VOF/VEF, Thiruvananthapuram as per this tender and which are hereinafter for brevity sake referred to as plumbing services, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the _____ (contractor/bidder) hereby declare and certify that we are the rightful owners/ licensees of the said service offered to NABARD and that the sale of the said service to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said _____ (contractor/bidder) hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said _____ (contractor/bidder) hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents

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and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

Yours faithfully

(Name and Designation) **of Authorized Official**

Signature:

PART II (Financial Bid)

13. PREAMBLE TO SCHEDULE OF QUANTITIES

The "Annual Maintenance Contract for Plumbing cum masonry services for its Staff quarter premises at NABARD Gardens, Dr. Pai road, Poojappura, Thiruvananthapuram-695012".

1. Preamble to schedule of quantities form a part of schedule of quantities for contractual purpose and should be studied carefully prior to filling up the schedule of quantities.
2. Schedule of quantities supersedes Technical specifications, General and Particular conditions of Contract in case there are any discrepancies between any of these sections.
3. Items are described to the best possible extent in schedule of quantities. However, should there be any clarifications required about any item, the same should be done by the bidder prior to quoting final rate for a particular item. No claim for any unclear and missing information shall be entertained after opening of the financial bid and also once the contract is awarded.
4. If no rate/amount is mentioned against any of the items in Financial Bid, the same shall be considered to be covered in the quoted items, or the tender may be rejected at the discretion of NABARD.
5. Notes given in the Financial Bid should be read carefully before quoting the rates.
6. All quoted rates shall be inclusive of all taxes including goods and service tax, wages, etc. as per minimum wages Act etc. unless otherwise stated. No other claim whatsoever in this respect shall be entertained.
7. Income Tax, Works Contract Tax or any other Tax as applicable will be deducted from any payment due to the Contractors. The Contractor shall furnish necessary documentary evidence related to PAN and Certificate for Registration under Works Contract Tax/ Goods and Service Tax.

8. RATES TO BE FILLED IN FINANCIAL BID

The Bidder is requested to fill up rates both in figures and words. If on check there are differences between the rates given by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.

- a) When there is a difference between the rates in figure and in words, the rates, which correspond to the amounts worked out by the contractor shall be taken as correct.

- b) When the amount of an item not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.
 - c) When the rates quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
9. The Bank do not bind itself to accept the lowest or any tender and reserve its right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.
10. Before tendering, the Bidder shall assess himself the existing condition of the buildings and the site, level of the site and give due allowance in his item rate quotation for any provisions as necessary.

DECLARATION BY THE CONTRACTOR

We/ I have read and understood all the instructions/conditions stated above and we / I accept all the above terms and conditions without any reservation. We/ I have taken in to account the above terms and conditions while quoting the rates.

Place:

Signature of Bidder (with Name and Seal)

Date:

Address:

14. FINANCIAL BID: (Not to be filled, This is only for Reference)

Calculation sheet for supply of manpower with minimum wages

(Cost per **Plumber cum mason (Skilled)** per Month)

Sl.No	Particulars	Remarks	Rates / Percentage	Unit	Amount per month (Rs.) (for 26 days)
(A)	Basic Wages plus VDA	w.e.f. from 01 Oct 2022	788.00	26 Days	20488
(B)	EPF on Basic Wages plus VDA	Restricted to maximum wage ceiling of Rs. 15,000/-	12%	12% of (A)	1800
(C)	EDLI on Basic Wages plus VDA		0.5%	0.5% of (A)	75
(D)	Administrative charges (EPF & EDLI) On Basic Wages plus VDA		0.5%	0.5% of (A)	75
(E)	ESIC	Calculated over Basic plus VDA (not eligible if it is more than Rs. 21,000/-)	3.25%	3.25% of (A)	666
(F)	Bonus (8.33 %)		8.33%	8.33 % of (A)	1707
(G)	Total Mandatory payment per Month {Sum of (A) to (F) }	For 26 days			24811
(H)	Total cost for 2 years (exclusive of GST)	(H)*24 months			5,95,464
(I)	Service Charges on (H) (Should include all works indicated in General terms & Conditions Clause 2 and Note 8 below)	Mention Percentage (%) of (H), Service Charge (excluding GST) is to be quoted in the bidding window given by GeM. This sheet is to be used for calculation of service charge.		
(J)	GST on (I)				
(K)	Grand Total for 2 years (I+J)				

Note 1: - Rates shall be quoted as “Total Cost per Plumber cum Mason”. GST will be paid as per the prevalent GST rates for the service.

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Note 2: - For all calculation, there shall be 26 working days in a month and a year shall comprise of 12 months. The duty hours shall be 08 (Eight) hours per day i.e. as per Central Govt. Minimum Wage Act.

Note 3: - No change shall be allowed in this table.

Note 4: - Sl. No. A, B, C, D, E, & F above shall be paid as per Central Govt. Acts/Notifications including amendments.

Note 5:- Sl. No. B, C & D are restricted to Rs. 15,000/- as per EPF Act.

Note 6:- Basic Wages plus VDA at Sl No. A are as per Central Govt. Minimum Wages w.e.f. 01 October 2022 for Plumbing works (Skilled).

Note 7: - Rates quoted would be applicable for the entire period i.e. up to 31st March 2025. However, revision in rates would be considered only if the minimum wages & taxes are revised.

Note 8:- For Sl. No. (I) of financial bid, Service Charges claimed by contractor should 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, Overhead Profits, TDS deductions, 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 are advised to quote service charges after due diligence which should be reasonable and workable.

If a bidder quotes impracticably low service charges i.e, less than or equal to 3.85% as per GeM provisions, the bid shall be treated unresponsive and will not be considered for further evaluation and will be disqualified. Service charges should be written in % and in figures

Note 9:- VDA=Variable Dearness Allowance, ESI= Employee State Insurance, EPF= Employee Provident Fund, EDLI= Employee Deposit Linked Insurance Scheme.

Date:

Signature of the Bidder with seal

Place: