



**National Bank for Agriculture and Rural Development**

**Department of Premises, Security and Procurement,  
Jammu & Kashmir Regional Office, Jammu**

**Email: [dpsp.jammu@nabard.org](mailto:dpsp.jammu@nabard.org)**

**Tender for Annual Maintenance Contract for Providing  
Plant Operation & Preventive Maintenance and  
Comprehensive Maintenance of Central Air Conditioning and  
Mechanical Ventilation System at NABARD's Office Premises  
in Jammu, 180012**

The Tender Document can be downloaded from NABARD's website  
<http://www.nabard.org>



**Part-I Technical Bid**

**Notice Inviting Tender (NIT) for Plant Operation & Preventive Maintenance and Comprehensive Maintenance of Central Air Conditioning and Mechanical Ventilation System at NABARD's Office Premises in Jammu, 180012**

**Important dates and information**

Date of issue of Tender	17 June 2022
Time and last date for submission of Tender	1400 hrs. on 08 July 2022
Earnest Money Deposit (EMD)	Rs.20,620/-
Time and date of opening of Technical Bids	1530 hrs. on 08 July 2022
Time and date of opening of Commercial Bids	Will be communicated to technically qualified bidders.

Tender Documents to be submitted and addressed to:

The Officer in Charge,

National Bank for Agriculture and Rural Development (NABARD), J&K Regional Office, Railway Road (Near Saraswati Dham), Railhead Complex, Jammu-180012

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**Notice Inviting Tender**

1. Sealed tender are invited for '**Plant Operation & Preventive Maintenance and Comprehensive Maintenance of Central Air Conditioning and Mechanical Ventilation System at NABARD's Office Premises in Jammu**' at NABARD Tower, Railway Road, Jammu-180012, for the period from **01.08.2022 to 31.03.2024**. The Bidders are advised to visit the site, conduct survey of the existing conditions so as to familiarize and satisfy themselves with the nature of works to be carried out and get all necessary clarifications from NABARD before quoting their rates. (Detailed scope of work has been indicated in Annexure I).
  
2. (i) Interested parties can download the tender document from the website of NABARD ([www.nabard.org](http://www.nabard.org)). We invite competitive e-tenders for the captioned work in a two-bid system and request you to upload your quotations on <https://nabard.eproc.in/ProductNABARD/publicDash> as per the eligibility criteria, scope of work and terms and conditions and other particulars as per **Annexures**.  
  
(ii) In terms of public procurement policy for micro Small Enterprises (MSEs) Order 2012, the MSEs registered with National Small Industries Corporation under Single Point Registration Scheme for participation in Government purchases, shall be exempt from payment of cost of tender documents. Further, the vendors empaneled with the Bank will also be supplied tender documents free of cost. However, they will have to produce documentary evidence in support of seeking such exemption.
  
3. Contractors having experience in undertaking similar nature of work with like organizations or empaneled with NABARD JK RO may only submit Tender for the work.
  
4. **EARNEST MONEY DEPOSIT:** The tenderer shall deposit Earnest Money Deposit (EMD) amounting to Rs.20,620/-(Rupees Twenty Thousand Six Hundred and Twenty Only), by directly crediting the amount in our Current Account as per the details given below, failing which, the Tender shall be rejected. No interest shall be paid on the EMD submitted by the bidders. Earnest Money Deposit shall be refunded to those tenderers whose offers have not been accepted within 30 days of opening of Tender and in case of successful bidder it shall be retained as interest free security deposit for due performance of the obligations by the firm in terms of Contract. MSEs as defined in MSE Procurement Policy issued by Government of India or bidders who are registered with Central Procurement Organizations or empaneled with NABARD itself are exempted from payment of EMD.

5. No interest shall be paid by NABARD on Earnest Money Deposit. Tenders without Earnest Money shall be liable for rejection. The details of account of NABARD are furnished below:-

Name of Account : National Bank for Agriculture and Rural Development  
Account Number (VAN) : NABADMN17  
Bank Name: NABARD  
Branch Name : HEAD OFFICE, MUMBAI  
IFS Code: NBRD0000002

6. Sealed tenders in the prescribed tender form in two separate envelopes superscribed "PLANT OPERATION & PREVENTIVE MAINTENANCE AND COMPREHENSIVE MAINTENANCE OF CENTRAL AIR CONDITIONING AND MECHANICAL VENTILATION SYSTEM" "PART-1 (TECHNICAL BID)" and "PLANT OPERATION & PREVENTIVE MAINTENANCE AND COMPREHENSIVE MAINTENANCE OF CENTRAL AIR CONDITIONING AND MECHANICAL VENTILATION SYSTEM" "PART-2 (FINANCIAL BID)" addressed to "The Officer-In-Charge, National Bank for Agriculture and Rural Development, NABARD, J&K Regional Office, near Saraswati Dham, Railway Road, Jammu- 180012" shall be deposited in the tender box kept for the purpose in the office up to 14.00 hrs on the due date mentioned as above. PART-1 of the tender shall contain Pre-qualification bid/Technical bid (Support Documents pertaining to Eligibility Conditions in Annexure II) along with the required EMD. PART-2 of the tender shall contain only the financial bid in the prescribed format.

Note: Tenders submitted in a single envelope shall not be accepted and shall be returned unopened to the respective tenderers.

7. The Technical Bid shall be opened on 08 July 2022 at 1530 hours in the presence of the Bidders or their authorized representatives who choose to be present. Date of opening of Price Bid will be communicated to the successful bidders.
8. NABARD reserves the right to accept or reject any Tender, either in whole or in part and it is not binding on the part of the NABARD to accept the lowest or any other Tender. Tender which do not fulfil all or any of NABARD's conditions or are incomplete in any respect Tender with the Bidder's own conditions other than those specified by NABARD are liable to be rejected.
9. 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 Officer-In-Charge, National Bank for Agriculture and Rural Development, J&K Regional Office, near Saraswati Dham, Railway Road, Jammu 180012", who will review the same and if it is felt that the information sought is not clearly indicated or specified, NABARD will issue clarifications to all the

Bidders which will become part of the Tender Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the date of submission of the Tender.

10. Validity of offer should be 90 days from the date of opening of Tender.

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

**(Anamika)**  
**Deputy General Manager**

Encl:

1. Annexure I- Basic information of the contractor.
2. Annexure II – Previous Experience
3. Annexure III – Check List for technical bid
4. Annexure IV- INTEGRITY PACT
5. Annexure V- Form of Agreement
6. Annexure VI- Performance Bank Guarantee format.

**Disclaimer:** NABARD may accept or reject any or all response/s to this request for Tender at its discretion or may ask for any additional information from the bidders. **NABARD may also vary its requirements**, add to or amend the terms, procedure and protocol set out in this request for Tender for bonafide reasons, which will be notified to all through notice on its website. Further, NABARD hereby reserves the right to scrap the Tender process at any time prior to the contract award without incurring any liability towards the bid.

### SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be downloaded from <a href="http://www.nabard.org">www.nabard.org</a>	
	From	<b>17.06.2022</b>
	To :	<b>08.07.2022</b>
Earnest Money Deposit (EMD)	The Contractor shall deposit Earnest Money Deposit for an amount of Rs. 20,620/- (Rupees Twenty Thousand Six Hundred and Twenty Only) which can be remitted by NEFT/RTGS into NABARD's bank account as per details given below.	
Account Details of National Bank for payment of Earnest Money Deposit	Payee Name : <b>NABARD</b> Current Account No : <b>NABADMN17</b> Name of the Bank: <b>NABARD</b> <b>Head Office, Mumbai</b> IFSC Code : <b>NBRD0000002</b>	
Last Date of Submission of Tender	<b>Up to 1400 hrs. on 08 July 2022</b>	
Opening of Technical Bids	<b>1530 hrs. on 08 July 2022</b> Authorized representatives of vendors may be present during opening of the Technical Bids. Technical Bids would be opened even in the absence of any or all of the vendors' representatives.	
Opening of Price Bids	Price Bid will be opened on a subsequent date, which will be communicated to such bidders who qualify the Eligibility Criteria and Technical Bid.	

**Contact Details:**

Address for Communication And  
submission of bid.

National Bank for Agriculture and Rural  
Development (NABARD), J&K Regional Office,  
Railway Road (Near Saraswati Dham), Railhead  
Complex, Jammu-180012

Email : [dpsp.jammu@nabard.org](mailto:dpsp.jammu@nabard.org)

Telephone No. 0191-2471035



**PART – 1**  
**(TECHNICAL BID)**

## **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 post or non-receipt of Tender Documents.
3. Interested parties can download the tender document from the website of NABARD ([www.nabard.org](http://www.nabard.org)). We invite competitive e-tenders for the captioned work in a two-bid system and request you to upload your quotations on <https://nabard.eproc.in/ProductNABARD/publicDash> as per the eligibility criteria, scope of work and terms and conditions and other particulars as per **Annexures**.
4. Tender submitted by unauthorized agents or FAX/Telex/ Telegrams/e-mails shall not be entertained.
5. 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 and scope of work etc. and get all clarifications as necessary from NABARD to their utmost satisfaction before quoting the rates.
6. If last date of receipt of Tender and opening date happens to be a holiday, the submission and opening of Tender / Tender shall be shifted to next working day without any change of time and venue.
7. 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 Tender may be rejected without making any reference to the Bidders.
8. The Tender will be opened in the presence of such Bidders or their authorized representatives who choose to be present.
9. 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, scrutiny of the Tender shall be done as per NABARD's guidelines.
10. 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.
11. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor would be required to furnish Rate Analysis for scrutiny of the rates, as and when called for by NABARD.
12. Rates should include all Taxes (GST etc.), Duties, Octroi, Levies, Wages as per relevant Act etc. as applicable and should be firm for the entire Contract period. Under any circumstances, no price escalation, whatsoever, shall be entertained/permitted/allowed during the contract period. The bidder is expected to quote its service charge after careful analysis of cost involved considering all specifications and conditions of contract. As per Ministry of Finance vide its OM No.29(1)/2014-PPD dated 28.1.2014, if a firm quotes nil

charges or consideration the bid shall be treated as unresponsive and will not be considered. The service charges cannot be below statutory deductions.

13. Monthly payment will be made based on bill submitted by the contractor and certified by representative of NABARD to the effect that work has been done as per scope of work and the complaints recorded in the Registers are attended properly. The Contractor has to get the Signature of the Assistant Caretaker (ACT)/Caretaker (CT)/Site Supervisor or any other person authorised by NABARD after completion of the respective work.
14. Income Tax, Works Contract Tax and other taxes as applicable, will be deducted at Source from the total payments due.
15. NABARD will not be under any liability whatsoever, to pay any compensation to the persons deployed by the contractor if they sustain any injury etc., while discharging the duties in the said premises. The contractor shall get them insured against any liability under the Employee Compensation Act or any accident at his (contractor's) own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The Contractor shall be fully responsible and shall compensate NABARD with suitable Insurance cover in the event of any damage to persons 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.
16. 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.
17. The contractor shall deploy such minimum number of qualified and experienced staff as indicated in by the contractor to ensure that the work is attended to in time as per the scope of work of the Tender, to the satisfaction of NABARD.
18. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules the contractor shall 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. Tender/bids not complying with the minimum wages payment are liable to be rejected which will be ascertained on the basis of Section -IV submitted by the contractor. 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 provisions of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

19. 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/deployed at various sites and wage register for payment (at least minimum wages as per Central or State Govt., whichever is higher, shall be paid) with all records up to date as per the labour regulations. The contractor may be asked to submit to NABARD 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 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. In case wages are required to be disbursed in cash, the same may be done in the presence of authorized representative of NABARD as required as under relevant law.
20. 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.
21. Bids quoted with administrative/service charges less than or equal to the applicable TDS (IT-TDS and /or GST-TDS) would be treated as unresponsive and invalid, which are liable for rejection.

22. 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 there with shall be on the Contractor's account and payable by the Contractor.
23. 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. However, rate quoted by the Contractor shall be firm and remain valid till the expiry of the contract period. The bidder is expected to quote its service charge after careful analysis of cost involved considering all specifications and conditions of contract. As per Ministry of Finance vide its OM No.29(1)/2014-PPD dated 28.1.2014, if a firm quotes nil charges or consideration the bid shall be treated as unresponsive and will not be considered.
24. The manpower deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. The Contractor 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 deployed is not able to perform satisfactorily as per the contract provision. The Contractor's workmen should report to ACT/CT Site supervisor as per timings mentioned in the tender document. A register will be kept at site showing attendance on day to day basis and which will be countersigned by the security guard on duty the time when contractor's worker arrives & signs at site. The same shall also be signed by a representative of NABARD and the copy shall be presented along with the Contractor's monthly bill.
25. The Contractor shall abide by the requirements of Security from time to time and shall strictly follow the obligations required by NABARD.
26. 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.
27. 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.

28. The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of NABARD. In the event of any damage / loss of life and property of NABARD, the contractor shall fully compensate NABARD for such

damage/loss. The decision of NABARD in this regard shall be final and binding on the contractor.

29. 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.

30. In case of any default or failure on Contractor's part to comply with anyone / all 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.

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

32. 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.

33. The workmen employed by the Contractor should abide by the Rules and Regulations prescribed by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises and wearing of uniforms. The contractor shall provide photo identity card to its workers including the leave reserves. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.

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

35. EXIT:

i. First three months 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 30 days, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period.

ii. NABARD shall have the right to terminate the contract on failure on part of contractor/service provider to discharge the designated work as per law by serving a one month notice. If the contractor wishes to end the contract before the conclusion of stipulated contract period, he may do so, by serving a three months' notice in advance.

36. The contractor shall provide the mobile number of the local representative responsible for communicating with NABARD.

37. The Contractor should provide 2 sets of uniforms and one set of shoes of approved colour every year to the employees deployed in NABARD at his own cost.

38. 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 is on leave.

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

40. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof, without written permission of NABARD. While submitting the monthly bill for comprehensive maintenance bill, the contractors have to submit detailed information on the complaints received, pending and the reasons there for and likely date of attending the same. Bill will be considered for payment after receiving the statements. Contractor will not link payments to his labourers with the settlement of bills by NABARD.

41. **VALIDITY OF TENDER:**

Not less than 90 Days from the date of opening of the Financial Bid.

42. 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.

43. 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.

44. The 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. Wage Book, Muster Book pertaining to labourers engaged under this contract.
  - iii. Validity of Insurance Policies, Labor 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.
  - iv. The 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.
45. 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.
46. 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.
47. The Contractor shall provide manpower and all required tools/ kits and cleaning materials etc. for their use. NABARD will not provide any tools, kits and cleaning materials etc.
48. 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. In case of delay in attending the work in time, NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD.
49. In case of any stoppage of work resorted to by the employees of the Contractors, NABARD reserves the right to employ workers from other sources, without any notice, for carrying out the maintenance work. In such cases, either the actual cost of such labourers on whole day basis shall be deducted from the existing Contractor's bills or recovery will be made on the basis of actual amount paid to the other contractor plus the service charges of 2% and any other tax, as applicable.



- i. The contract shall be valid up to **31.03.2024**. The bank also reserves the right/option to extend the validity of this contract for a further period not exceeding one (01) year at the same rates and on the same terms and conditions.
- ii. Forfeiture clause: In case of negligence/derelection of duty by contractor's staff, the contract shall be terminated without giving any notice and the security deposit shall be forfeited.
- iii. Recovery of income tax, education cess, work contract tax and any other tax, as applicable & in force shall be deducted from the bills during the currency of the contract.

## **ELIGIBILITY OF THE BIDDER**

The contractors who have minimum 5-7 years of experience (ending 31.03.2022) in undertaking similar works and who fulfil the following criteria are eligible to Quotations:

- i. The Bidders should have applicable Tax registrations (GST & PAN) duly supported with documentary evidence and licenses, permissions, approvals issued by Labour enforcement and other statutory authorities, wherever applicable and furnish copies of the same along with the Tender.
- ii. Should have their local office within the city limits of Jammu.
- iii. The annual turnover of the bidder during each of the last 3 years should be at least Rs. 7.87 lakh.
- iv. The contractors should fulfill anyone of the following criteria to be eligible for tender:-

Should have carried out minimum 1 similar work with Govt/PSUs/ Private Sector during last 3 years (ending 31.03.2022) with contract value (costing individually) not less than Rs. 20.99 lakh. OR

Should have carried out minimum 2 similar works with Govt/PSUs/ Private Sector during last 3 years (ending 31.03.2022) with contract value (costing individually) not less than Rs. 13.12 lakh. OR

Should have carried out minimum 3 similar works with Govt/PSUs/ Private Sector during last 3 years (ending 31.03.2022) with contract value (costing individually) not less than Rs.10.49 lakh

**2.** Bidders are requested to enclose the following documents in Envelope containing Tender

Copies of Work Orders from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies/Private Sector/ Housing Societies etc. “Similar Works” means experience in executing Maintenance Contracts in similar Government/PSU/PSBs Public Sector Banks/Autonomous Bodies/Private Sector/Housing Societies etc. or such similar set-up.

IT returns of last three consecutive financial years –2019-20, 2020-21 & 2021-22.

Intending bidders have to arrange for execution of pre-bid pre-contract Integrity Pact as per the proforma given in the tender document on Rs 200 stamp paper failing which the tender will be summarily rejected.

**3.** Intending Bidders are required to submit their full bio-data giving details about their organization, experience, personnel in their organization, 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.** NABARD at its discretion may ask for additional documents from any of the bidders, if required, before opening up of the Financial Bids.

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

**SEAL & SIGNATURE OF THE BIDDER PLACE**

**DATE:**

### **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.

- i. Smoking and chewing pan/tobacco/ gutkha/ any other drugs etc. are strictly prohibited in the building.
  - ii. For any job involving lighting of flames, use of heat source or temporary electrical connection, prior permission of NABARD's engineer or any person authorised by NABARD shall be taken before execution of the same. No jobs involving heat sources are permitted to be carried out without prior permission of NABARD.
  - iii. The contractor shall ensure that the persons deployed for the work are well conversant with the operation of fire extinguishers.
  - iv. 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.

### **SIGNATURE AND SEAL OF THE BIDDER**

## SCOPE OF WORK

### PLANT OPERATION & PREVENTIVE MAINTENANCE OF CENTRAL AIR CONDITIONING AND MECHANICAL VENTILATION SYSTEM:

#### **A. Schedule of Work:**

Operation of Central Air Conditioning and Mechanical Ventilation System of 360 TR capacity with all equipment such as Air Handling Units (AHUs), Cooling Towers, Condensers & chilled water pumps related to AC plant and any type of equipment related to maintain inside temperatures with the chilled water produced by Central A. C. plant.

#### **B. Operation contract:**

##### **a) Operation Timings:**

Single shift starting from **8.45 AM to 5.45 PM** daily from **Monday to Friday** and services may also be taken on Saturday and/or Sunday as per the requirement of the office without any extra payment. Further, timings may be splitted according to the requirement of the office. The contractor shall arrange to operate the AC plant as per above timings. For this purpose, the contractor shall deploy **02 persons** in **single shift** with experience for overall supervision and operation of the AC plants. The contractor shall also provide stand by arrangement so that if regular person is on leave then another person with same qualifications will be deputed. The bank reserve the right to instruct the contractor for replacements of any or all the deployed persons at any point of time without assigning any reasons thereof which the contractor will be bound to comply with.

##### **b) Operational and Maintenance Staff:**

Skilled workers : 02 persons

##### **c) Scope of Operation:**

- i. Switching on and switching off of the entire AC system as required
  - ii. Logging all the operating parameters on hourly basis
  - iii. Taking temperature readings in all the areas once every two hours
  - iv. Cleaning of air filters as and when required
  - v. Cleaning of chillers, pumps and AHUS daily
  - vi. Checking and reporting of abnormal operation immediately
  - vii. Lubricating the bearings as and when required
  - viii. Attending to minor problems like belt tensioning, correcting valve spindles, leakages, etc.
  - ix. Checking free flow of AHU drain every day.
  - x. Checking and reporting on the compressor oil conditions on weekly basis
  - xi. Attending to field electrical problems
- Any other work assigned by the employer

**d) Penalty clause:**

- i. Pro-rata deductions will be made from the monthly bills payable to the contractor for absence of staff
- ii. Pro-rata deductions will be made for any lapse of services.

**e) General Instructions:**

The contractor is liable to ensure all his workmen.

**f) Payment mode:**

1. The contractor will have to submit bill on **monthly basis** every month and will be paid subject to penalty clause stated above and satisfactory services.
2. Pro-rata payments will be made for extra hours of working with prior approval from Department of Premises, Security and Procurement, NABARD, J&K Regional Office, Jammu.
3. The contractor has to ensure the payment of minimum wages to the operators.

**COMPREHENSIVE MAINTENANCE OF CENTRAL AIR  
CONDITIONING AND MECHANICAL VENTILATION SYSTEM**

**Scope of Work:**

- Checking the functioning of Chilling units/Pumps/Cooling towers/Hot Water Generator/AHUs.
- Checking of compressor oil level.
- Quarterly/ periodic inspection of condenser tubes for fouling and descaling of condenser tubes to be carried out, if found necessary.
- Checking of all operating pressures and temperatures of the Chilling Unit.
- Check lock bolts and chiller vibrations.
- Repairing/overhauling the components of the equipment at site/workshop, including replacement of worn out parts as and when necessary.
- Check all seals, glands for leaks in the pumps.
- Check the alignment and condition of all rubber couplings between pumps and drive motors.
- Review daily operating log maintained by department's operating personnel.

- Checking of Microprocessor control panel of the chilling units for all its operating and safety controls.
- Checking of all electrical controls, motor terminals and components of the electrical panel and replacement of the same, if required.
- Checking of filters of the AHUs.
- Inspecting belts, adjusting of tension and replacing worn out belts as may be required in case applicable.
- Repairing of equipment such as compressor, condenser, chiller, motor as and when necessary.
- Checking the entire system for overall healthy condition of the plant.
- This shall include the preventive and break-down maintenance of the following equipment:
  - Water cooled screw chilling units (60 TR) – 3 nos.
  - Condenser water pumps – 3 nos.
  - Chilled water pumps – 3 nos.
  - Hot water pumps – 3 nos.
  - Cooling Towers (80 TR) – 3 nos.
  - Hot Water Generators (18 KW) – 3 nos.

Air Handling Units (AHUs)

- i. 11500 CFM – 2 nos.
  - ii. 7000 CFM – 2 nos.
  - iii. 5500 CFM – 1 no.
- b) FCUs, Cassette Units and Pan Humidifiers.
- c) Main Electrical Panel – 1 no.

AHU Sub-panels – 5 no

**Exclusions:**

- i) Any kind of masonry, structural and carpentry works.
- ii) Painting of plant and associated equipment.

- iii) Repairs to or replacement of electrical installation like cabling, switch boards, isolators, panels, strip heaters, ammeters, voltmeters and other such instruments external to the equipment.
- iv) Failure or deterioration of any equipment or parts due to atmospheric conditions/corrosive atmosphere.
- v) Transportation of equipment.

**Penalty clause:**

Pro-rata deductions will be made for any lapse of services.

**Comprehensive maintenance charges:**

The contractor will have to submit the bill on quarterly basis and will be paid subject to penalty clause stated above and satisfactory services. The contractor has to maintain a maintenance register during each visit mentioning what kind of job has been done during that visit. Contractor also has to provide maintenance report to NABARD. The payment shall be made on quarterly basis only after the service provider schedules quarterly maintenance visit and submits the visit report.

The contractor shall depute a single person who will control this Annual maintenance work, so that bank can contact him for any kinds of problem of the all system.



**DECLARATION BY THE BIDDER**

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

**SIGNATURE AND SEAL OF BIDDER**

DATE:

PLACE:

**ANNEXURE-I****BASIC INFORMATION OF THE CONTRACTOR**

<b>S. No</b>	<b>Particulars</b>	<b>Bidder's Response</b>
1.	Name of the Applicant/ Organization and address of Registered Office	
2.	Year of establishment	
3.	e-mail address and PAN No.	
4.	Type of the Organisation (like Sole Proprietorship, Partnership, Private Limited Company, Limited Company, or Cooperative Society, etc.)	
5.	Name of the Proprietor/ Partners/ Directors of the Organisation/ Firm	1. 2. 3.
6.	Details of Registration ( Registration Certificate to be attached)	
7.	Whether registered/ empanelled for similar works with: a) Government/Semi-Government/ Municipal Authorities or any other Public Organisation (Yes/No) b) If yes, name of authority; and c) Since when	
8.	Details of experience in the field of general maintenance and housekeeping	
9.	a) Office Address  b) Name & designation of Officer-in-charge	

10.	a) Names of bankers with branch address	
11.	Yearly turnover of the Organisation during the last three years	2021-22 Rs. . ____ lakh 2020-21 Rs. ____ lakh 2019-20 Rs. ____ lakh
12.	Details of registration with the office of the Regional Labour Commissioner, EPFO and ESI	

13. Whether any Civil Suit/litigation arisen in the contracts executed during the last ten years/being executed now. If yes, please furnish the details in the proforma given below:

Sr. No.	Name of the Employer	Nature of Work	Work order No and date	Present stage of Work	Value of contract (Rs)	Brief details of litigation

**SIGNATURE AND SEAL OF THE BIDDER**

**ANNEXURE-II**

**PREVIOUS EXPERIENCE**

i) List of important works executed by the firm during last seven years with experience in executing works of similar nature i.e. general maintenance and housekeeping.

**Please note that the details furnished should be for similar nature of work only.**

<b>S. No.</b>	<b>Name of the work And Location</b>	<b>Nature of Work</b>	<b>Name &amp; full postal address of the owner</b>	<b>Contract Amount (Rs.)</b>

ii) List of important works ON HAND costing Rs \_\_\_\_\_ lakh and above

<b>S. No.</b>	<b>Name of the work And Location</b>	<b>Nature of Work</b>	<b>Name &amp; full postal address of the owner</b>	<b>Contract Amount (Rs.)</b>

**SIGNATURE AND SEAL OF THE BIDDER**

**ANNEXURE-III**

**CHECK-LIST FOR TECHNICAL BID**

<b>S.No.</b>	<b>Documents asked for</b>	<b>Whether Placed or Not</b>
1.	UTR number in support of credit of EMD in NABARD Current Account	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, Designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
3.	Undertaking on own Letter-Head as per format prescribed in Annexure-VI).	
4.	Self-attested copy of the PAN card with copy of Income-Tax Return of the last three financial years.	
5.	Self-attested copy of GSTIN	
6.	Self-attested copy of valid Registration number of the Firm /agency.	
7.	Self-attested copy of valid Employees Provident Fund Registration number.	
8.	Self-attested copy of valid ESI Registration No.	
9.	Self-attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
10.	Proof of experience (work orders) of last three financial years.	
11.	Annual Income Tax returns of previous three years supported by audited balance sheet.	

**INTEGRITY PACT**

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 Principals intends to award, under laid down organizational procedures contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, 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 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. 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 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 of 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 Bidders(s)/Contractor(s) will not use properly/improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided 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)/Contractor(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. The 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.

g. 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 in any other form which put their reliability or creditability 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 transgression 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/Sub-Contractors**

1. In case of Sub-contracting, the Principal Contractor shall 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 the Bidder(s)/Contractor(s)/Subcontractors(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 Office.

#### **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.

The Independent External Monitor appointed for NABARD is

Dr. Sanjay Kumar Panda, IAS (Retd)

515, Ward No.3 Sideshwar Sahi Cuttack City,

Cuttack district

Odisha 753 008

(Name & Address of the Monitor)

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 his /her to treat the information and documents of the Bidder/Contractor 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.

The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractors(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 refuse himself/herself from that case.

4. 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.
5. 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.

6. 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.
7. If the Monitor has reported to the Chairman, NABARD, a substantial 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 Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. 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 Contractor 12 months after the last payment under the contract, and for all other Bidders 5 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 agreements 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, if the Clause in the Integrity Pact will prevail.

---

(For & on behalf of the Principal (For & on behalf of the Bidder/Contractor)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1 :

(Name & Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness 2 :

(Name & Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ANNEXURE-V**

**FORM OF AGREEMENT**  
**(to be executed by the successful bidder)**

THIS AGREEMENT is made on the \_\_\_\_\_ day  
\_\_\_\_\_ (Month) \_\_\_\_\_ (Year) Between National Bank for  
Agriculture and Rural Development (NABARD) through the Officer in Charge, J&K Regional  
Office, NABARD (hereinafter called "NABARD, J&K Regional Office, Jammu" which  
expression shall, unless excluded by or repugnant to the context be deemed to include his  
successors in office and assigns) of the one part AND \_\_\_\_\_  
(Name and address of the contractor) through Shri \_\_\_\_\_, authorized  
representative (hereinafter called "the contractor" which expression shall, unless excluded by  
or repugnant to the context, be deemed to include his successors, heirs, executors,  
administrators, representatives and assigns) of the other part for providing Plant Operation &  
Preventive Maintenance and Comprehensive Maintenance of Central Air Conditioning and  
Mechanical Ventilation System at NABARD's Office Premises in Jammu-180012, thereafter  
called NABARD" which expression shall, unless excluded by or repugnant to the context be  
deemed to include his successors in office and assigns the conforming party to the agreement.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Letter of acceptance of award of contract;
  - b. Terms and Conditions;
  - c. Notice inviting Tender and the terms and conditions contained in the Tender;
  - d. Bill of Quantities;
  - e. Scope of work;
  - f. Addendums, if any; and
  - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by NABARD, J&K Regional Office, Jammu to the Contractor as hereinafter mentioned, the Contractor hereby covenants with NABARD, J&K Regional Office, Jammu to execute the Plant Operation & Preventive Maintenance and

Comprehensive Maintenance of Central Air Conditioning and Mechanical Ventilation System at NABARD's Office Premises in Jammu w.e.f \_\_\_\_\_ as per the provisions of this Agreement and the tender document.

4. NABARD, J&K Regional Office, Jammu hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document,

The contract price of Rs. \_\_\_\_\_ (Rupees in words \_\_\_\_\_)

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

6. In case, any dispute or issue arises regarding the interpretation of any of the clauses of this agreement or of any of the documents prepared or to be prepared in this regard, the contents of the Tender Documents shall prevail over this agreement and /or any other document.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

(Signature of the Bidder) Name and Address of the Bidder. Telephone No.	Signature of Authorized Signatory of NABARD
(Signature of Witness 1) Name of Witness Address of Witness	(Signature of Witness 1) Name of Witness Address of Witness
(Signature of Witness 2) Name of Witness Address of Witness	(Signature of Witness 2) Name of Witness Address of Witness

## ANNEXURE-VI

### Performance Bank Guarantee (Initial Security Deposit) format

To  
The Officer in Charge,  
National Bank for Agriculture & Rural Development,  
J&K Regional Office  
NABARD Tower, Opposite Municipal Garden, Usmanpura,  
Jammu-380013

In consideration of National Bank for Agriculture and Rural Development (NABARD) having Head Office at C-24, G-Block, Bandra-Kurla Complex, P.O. Box No.8121, Bandra (E), Mumbai – 400 051 (hereinafter referred to as “Purchaser”) having agreed to \_\_\_\_\_ (type of work) at \_\_\_\_\_ (Place – HO/RO/TE) (hereinafter referred to as “Services”) from \_\_\_\_\_ (hereinafter referred to as “Contractor”) on the terms and conditions contained in the RFQ (Ref. NO. \_\_\_\_\_ Dated \_\_\_\_\_) and their agreement (hereinafter referred to as the “Contract”) and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the \_\_\_\_\_ (hereinafter referred to as “Proposed Services”) as per the terms and conditions as set forth in the said contract and also guaranteeing the Proposed Services as per the terms and conditions of the said contract;

- 1) We, \_\_\_\_\_ (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to \_\_\_\_\_ (validity date of BG) money or monies not exceeding a total sum of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser on failure of the contractor to provide proposed services as per the terms and conditions of the said contract.
- 2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether the contractor has failed to provide Proposed Services as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/ or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
- 3) This Guarantee shall expire on \_\_\_\_\_ (validity date) without prejudice to the purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e \_\_\_\_\_.
- 4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or

by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

- 5) In order to give full effect to the Guarantee herein contained, the purchaser shall be entitled to act as if we are purchaser's principal debtors in respect of all the claims of the purchaser against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.
- 6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting, in any manner, the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving the Bank.
- 7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
- 8) This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and the Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by the Bank on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.
- 9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax, e-mail or registered post to the local address of the Bank as mentioned in this guarantee.
- 10) Notwithstanding anything contained herein:-
  - i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_/(Rupees \_\_\_\_\_ only)
  - ii) This Bank Guarantee shall be valid up to \_\_\_\_\_(validity date) ;
  - iii) Unless actions to enforce the claims is filed on or

before \_\_\_\_\_ (validity date) all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.

iv) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serves upon the Bank a written claim or demand on or before \_\_\_\_\_ (validity date)

11) The Bank has power to issue this Guarantee under the statute/ constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ For  
and on behalf of \_\_\_\_\_ Bank.

Signature

Date

Place



## **PART-II**

### **FINANCIAL BID**

**(To be submitted in a SEPARATE SEALED envelope super-scribed as "FINANCIAL BID")**

**NABARD, J&K Regional Office, Jammu**  
**Tender for Plant Operation & Preventive Maintenance and**  
**Comprehensive Maintenance of Central Air Conditioning and**  
**Mechanical Ventilation System at NABARD's Office Premises**  
**in Jammu, 180012**

**ANNEXURE-VIII**

**SCHEDULE OF QUANTITY AND CALCULATION SHEET SHOWING BREAK-UP OF  
THE RATES QUOTED**

<b>S. No.</b>	<b>Description</b>	<b>Amount (Rs.)</b>	<b>Statutory GST/ Other Statutory Taxes, if any</b>	<b>Contractor's Margin/ Service Charge</b>	<b>Total (in words and figures)</b>
1	Monthly Service Charges for Annual Maintenance Contract for providing Plant Operation & Preventive Maintenance of Central Air Conditioning and Mechanical Ventilation System at NABARD's Office Premises in Jammu, 180012				
2	Quarterly Service Charges for Annual Maintenance Contract for providing Comprehensive Maintenance of Central Air Conditioning and Mechanical Ventilation System at NABARD's Office Premises in Jammu, 180012				

**NOTE:**

1. Rates shall have to be quoted both in words and figures.
2. The rates for manpower shall include Minimum Wages, Employer's portion of EPF & ESI, EDLI, EPFO Administrative Charges and Service Charges. The vendor has to submit duly filled calculation sheet attached.

**SIGNATURE OF THE BIDDER WITH SEAL**

**DATE:**

**PLACE**

**Calculation Sheet to be submitted with the Financial Bid**

**(Per Month Calculation as per applicable category for Jammu)**

<b>S. No.</b>	<b>Description</b>	<b>Rate</b>	<b>Skilled Manpower (Rs.)</b>
i	Minimum wages (as per Central Government or State Government whichever is higher) inclusive of Special Allowance/VDA.		
ii	ESI Contribution		
iii	EPF (Employer Portion)		
iv	Employees Deposit Linked Insurance (EDLI)		
v	EPFO Administrative Charges		
vi	Sub-Total (i + ii + iii+ iv+ v)		
vii	Add Contractors Profit, Overheads etc.		
viii	Total ( vii + viii)		
ix	GST		
x	Final Amount		