

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Department of Premises, Security and Procurement
Odisha Regional Office
Ankur 2/1, Nayapalli Civic Centre,IRC Village,Bhubaneswar -751015
Email:dpsp.bhubaneswar@nabard.org

Tender Notice

**Tender for Annual Maintenance Contract on Electrical Works for Quarters of
NABARD at Chandrasekharapur**

Date of issue of tender document	19 July 2023
Date of Pre Bid meeting	24 July 2023, 11.00 AM
Last date and time for submission of tender	08 August 2023 by 1:00 PM
Date and time of opening Technical Bids	08 August 2023 at 3:00 PM
Date of opening of Financial Bids	Will be notified soon
Earnest Money Deposit (EMD)	Rs.15420/- (Rupees Fifteen Thousand Four Hundred Twenty only)

NOTICE INVITING TENDER

Ref. No. NB. ODR0/ 878 /DPSP/Prem-9/2023-24
19 July 2023

Madam/Dear Sir

Tender for Annual Maintenance Contract on Electrical Works for Quarters of NABARD at Chandrasekharpur

1. National Bank for Agriculture and Rural Development (NABARD), Odisha Regional Office, Bhubaneswar invites e-tender through electronic bidding system for the captioned work. Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login NABARD's e-Procurement portal (<https://nabard.eproc.in/>).
2. Tenderers are requested to **submit their bids through e-tendering (e-bid)** mode by logging in to e-Procurement portal of NABARD (<https://nabard.eproc.in/>) for the aforesaid service as per detailed technical specifications and other requirements as mentioned more specifically elsewhere in this e-tender document. For this purpose, tenderers will be required to register themselves on **e-Procurement portal of NABARD** and **create user ID and Password**. Bids submitted by any other mode like sealed envelope or post or hand-delivery **will not be accepted**.
3. For more information regarding e-bid process and procedure of submission of e-bid, bidders may follow '**Bidding Manual**' available in e-Procurement portal of NABARD or seek assistance of Help Desk / Support Team of **M/s C1 India Pvt. Ltd.**, the facilitating agency, engaged by NABARD for e- procurement process, the details of which are given below:

Name (Shri)	Telephone No.	Email
Fairlin Jivin	0124-4302000 ext. 112	fairlin.jivin@c1india.com
Sachin Toraskar	0124-4302000 ext. 200	sachin.toraskar@c1india.com
Ujwala Shimpi	0124-4302000 ext. 114	ujwala.shimpi@c1india.com

4. The e-tender will be available to the bidders /contractors on e-Procurement portal of NABARD (<https://nabard.eproc.in/>) **from 19 July 2023, 3:00 PM** onward and also on NABARD's website (for reference purpose) through the following link - <https://www.nabard.org/Tenders.aspx?cid=501&id=24> **and** as well as from **Central Public Procurement Portal (CPPP)** on the following link <https://eprocure.gov.in/eprocure/app>.
5. Tenderers are advised to submit e-tender (e-bids) through e-Procurement portal of NABARD (<https://nabard.eproc.in/>) only, after carefully following the instructions related to systems and procedures as indicated on the link and step-wise tutorials (Vendor Guide) provided for submission of e-bids. Tenderers can upload their tender documents directly from their PC in the designated folder created for them in On-line Bid form. Please refer the section on uploading various Tender documents in the help guide provided in the Bidding Manual (Vendor Guide) available in the home page at NABARD e-Procurement portal. In case of any further guidance, help and support while submission of e-bids, the services of facilitation agency engaged by NABARD viz., M/S C1 India. Pvt. Ltd. may be availed.
6. The tenderer/bidder shall **submit two separate e-bids for the captioned work** i.e. **Part-I** Technical Bid and **Part – II** -Price Bid which should be complete in all respects. The same can be downloaded online from the NABARD's

e-Procurement website viz. <https://nabard.eproc.in/>.

7. Instructions regarding Technical Bid, Price Bid, submission process and description & scope of works and the services required have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.
8. It must be noted that the only Bidders who are willing to enter into Integrity Pact (IP) with the Bank on every stage of bidding, will be eligible to participate in the bidding process. Tenderer must implement Integrity Pact (IP) in the prescribed format in all phases of the contract. (<http://www.cvc.nic.in>)
9. **Earnest Money Deposit (EMD) of Rs.15420/- (Rupees Fifteen Thousand Four Hundred Twenty only)** is to be paid to designated **account No.NABADMN05 (IFSC: NBRD00000002)**. No interest shall be paid on the EMD thus collected. EMD of the successful bidder shall be refunded after the successful completion of the work, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder
10. **E-Tenders must be submitted online not later than 07 August 2023 by 1:00 PM.** Tenders received after stipulated date and time shall not be entertained. Bidders are requested to make note of dynamic time being displayed on e-Procurement portal of NABARD to ensure that the bids are submitted on time.
11. **A Pre-Bid meeting is scheduled to be held on 24 July 2023 at 11:00 AM** in the Conference Hall on 3rd Floor of Odisha Regional Office, Ankur 2/1, Nayapalli Civic Centre, IRC Village, Bhubaneswar -751015. The clarifications being sought in the pre-bid meeting by email on dpsp.bhubaneswar@nabard.org. All the clarifications of the pre-bid meeting will be part of e-tender and will be updated and uploaded on NABARD's e-Procurement portal (<https://nabard.eproc.in/>) alongside NABARD website (www.nabard.org). Further, bidders/ representatives of bidders have to strictly follow COVID-19 related precautionary norms. In case of failure to do so, Bank, at its discretion, may prevent them from attending the meeting.
12. The Technical Bids will be opened online on 08 August 2023 at 3:00 PM in Conference Hall **on 3rd Floor of Odisha Regional Office**, Ankur 2/1, Nayapalli Civic Centre, IRC Village, Bhubaneswar -751015 in the presence of interested bidders who chose to be present or in any eventuality, on the date and time as decided by NABARD. All the bidders are advised in their own interest to be present on the specified date. No separate intimation will be given in this regard. Please note, not more than two representatives from each bidder shall be entertained. The representative has to furnish an authorization letter from the respective bidder on their letterhead for participating in the technical bid opening. Further, bidders/ representatives of bidders have to strictly follow COVID-19 related precautionary norms. In case of failure to do so, Bank, at its discretion, may prevent them from attending the meeting.
13. The Price Bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of price bid shall be intimated separately to the technically qualified bidders only.
14. The Price Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.
15. NABARD does not bind itself to accept the lowest bid (L1). NABARD reserves the

right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever.

16. The decision of the bank shall be final and binding with regard to technical and price bids and the e-tendering process.
17. The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement.
18. Tenderers must ensure attachment of relevant documents, supporting the Pre-Qualification Criteria and Technical Document Sheets.
19. The bids shall remain valid and open for acceptance for 120 days from the date of opening of Price Bid.
20. All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.
21. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final. In the event of intending tenderers failure to satisfy the bank, the bank reserved the right to reject the tender.
22. NABARD reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on NABARD's e-Procurement portal and NABARD's website only.
23. Tenderer should inspect the existing site and other conditions up to their satisfaction before e-tendering/e-bidding.
24. Applications containing false and/or incomplete information are liable for rejection.
25. The work shall have to be done in strict coordination with the Bank as per directions issued and within the stipulated timeframe in an expeditious manner.
26. The L1 Bidder may be awarded the AMC Electrical works and other bidders qualified technically may be empaneled for electrical works other than AMC.
27. The successful bidder shall execute an 'Articles of Agreement' of work contract with NABARD in accordance with the standard / prescribed format within 15 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited.

Yours faithfully,

**-Sd-
(SN Roy)
Asst. General Manager**

Annexure I **Technical BID**

Tender for Annual Maintenance Contract on Electrical Works for Quarters of NABARD at Chandrasekharpur

A - Place of Work

NABARD Officer's Quarters and NABARD Staff Quarters at Chandrasekharpur, Bhubaneswar

B- Areas of Work

72 flats in NABARD Officer's Quarters and 64 Flats in NABARD Staff Quarters along with common areas like VOF, VEF, community hall, staircase, terrace, security lodge, parking space, Gym, pump house etc.

C- Scope of work in general

- a) Providing services for maintaining the electrical installations and fittings in the NABARD Officer's and Staff Quarters at Chandrasekharpur, Bhubaneswar as per instructions of the competent officials of NABARD, normally conforming to the CPWD specifications.
- b) Ensuring the proper functioning of the apparatus as mentioned above and carry out the repairing/replacement immediately as and when required. The labours of the contractor shall visit the site every day. A register each shall be maintained at the office where the staff or officials can register their complaints and suggestions and the contractor shall attend to such complaints immediately. In case of repairs or implementation of the suggestions involving any expenditure the same shall be carried out with prior approval of the competent authority of NABARD.
- c) Quarterly cleaning and checking of all the ceiling/exhaust fans.
- d) Monthly cleaning of all the meter rooms/boards.
- e) Routine preventive maintenance works such as checking, cleaning, tightening of electrical wiring connections/joints and putting accessories as and when required.
- f) Insulation resistance testing for all the conductors inside the flat and in the meter room for at least two to three flats in each building once a year.
- g) Measurement of earth resistance for all the available earth pits once a year.
- h) Watering all the available earth pits monthly.
- i) Checking of load current on the main incoming cable to each meter room monthly.
- j) Besides, the works of regular or periodic nature covered under AMC, the contractor may be asked to carry out other new jobs, for which payment shall be made at the rate as may be reasonably assessed in the manner provided below.

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

D - Man-Power Assessment

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

Two Electricians (Skilled)

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

E- Working Days & Hours

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

F - The Cost of Material

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

- a) The list of standard materials commonly used along with its make, model and rates shall be approved by NABARD after proper market survey and on mutual consultation. The contractor shall have to use such material as per approved rates only. The contractor shall be paid 15% extra over and above the claimed amount towards contractor's service/profit. However, the contractor has to furnish the original bills or invoice of the material procured by him. However, the bills of purchase of such materials should be obtained in the name of NABARD.
- b) All standard materials to be procured as per as possible from GST vendors. GST already paid on materials will not be claimed again, while raising invoice to NABARD, GST on service charges will be paid by NABARD.
- c) Similarly, if the agency engages any additional labour on temporary basis for new jobs other than mentioned in the contract, on our instructions, the claim will be settled as per prevailing minimum wages. However, contractors profit will not be allowed on this temporary labour supply.

G-Other Terms and Conditions

1. Before submitting the tender, the intending bidder should visit the sites and assess the actual work to be executed.
2. The agency will provide required manpower and tools to ensure that all the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank.

3. Details of Rate

- i. The rates quoted are firm and cannot be revised during the contract period except only as per statutory requirement like in case of minimum wage.
- ii. The rates should be quoted by the agency strictly as per proforma in Annexure II. The base rates quoted should include the cost of manpower and their uniform, cost of equipment/machinery/material, if any; and contractor's administrative/overhead charges and service charges/profit and any other charges to be specified, exclusive of all taxes. All other taxes including GST applicable on the base rates should be mentioned separately. Only the base rates quoted shall be considered for comparison. The rate quoted should be rounded off to the nearest Rupee; if not done, shall be deemed to have been done so.

iii. Tie in Rates

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

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

Bidders will be (i) The work may be awarded by NABARD to the bidder having highest marks in the Quality and Cost Based Selection (QCBS) criteria among the L1 bidders. The criteria will include Legal Structure (20 Marks), work Experience (10 marks), Average turnover of last 3 years (10Marks), Number of works in public/ private institutions in last 7 years (5marks) and quantum of work in last

7 years (5Marks). (ii) In case multiple L1 bidders get same marks in QCBS also, then a Committee of officers from NABARD, Odisha Regional Office, will visit the work sites of the bidders and award marks to the work being carried out at site adopting an objective criteria. The work can then be awarded to the bidder with highest marks. (iii) In case of multiple L1 bidders getting equal marks even after field visits, the final selection can be done based on the draw of lots, as may be decided jointly by the RO and select bidders, or by pulling the highest number from a box containing 30 numbers.

4. Reasonability of Rates

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

5. Discipline in Performance

i. Experience

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

ii. Wearing uniform

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

iii. Removal of Labours

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

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

iv. Compliance with Instruction of the Principal Employer

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

6. Compliance with Labour Laws

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

- a) In no case the minimum wage for the persons engaged should be less than the central or state rate whichever is higher, for 26 days a month. The contractor shall be entitled to claim the differential wage as and when the minimum wage is revised by the appropriate government.
- b) Besides the minimum wage EPF, ESI and bonus at the statutory rates has to be paid to all

the contract labours.

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

Particular	Unskilled	Semiskilled	Skilled	Highly skilled
Minimum wage (Rs.)	616	695	816	897
EPF	13%	On basic pay		
ESI	3.25%	On Basic pay		
Bonus	8.33%	On Basic pay		

- d) The wage shall have to be directly transferred to the bank account of the worker by the contractor and the documentary proof of the same has to be attached with the bill claiming payment from NABARD in the subsequent month.
- e) In case the contractor fails to pay the minimum wage to the workers, NABARD shall directly pay the shortfall to the workers and shall recover the same from any amount payable to the contractor.
- f) Any compliant undercutting the statutory dues of the labour by any means by the contractor shall be viewed seriously. Non-payment of minimum statutory dues by the contractor shall render the contract liable for summary termination.
- g) The Contractor shall have to maintain all the registers/records and display notices in the prescribed form as per statutory requirements and these shall have to be produced before the competent officials of NABARD for verification as and when required.
- h) After getting work order from NABARD the contractor has to get the licence from the central government labour authorities for carrying out the job, within the stipulated period as per statutory requirements.
- i) The contractor would be responsible for the safety of persons employed by him and shall obtain full insurance cover for them. The NABARD shall not carry any responsibility in case of any accident or loss of life to Contractors workers in the Banks premises.
- j) If, for any reason, NABARD is obliged, by virtue of the provisions of sub-section (1) of Section 12 of the Workmen's Compensation Act, 1923, to pay compensation to a workman employed by the contractor, in execution of the works, NABARD will recover from the contractor the amount of compensation so paid, and without prejudice to the rights of NABARD as the Principal Employer under subsection (2) of Section 12 of the said Act, NABARD will be at liberty to recover such amount or any part thereof by deducting if from the security deposit or from any sum due by it to the contractor under this contract or otherwise. NABARD shall not be bound to contest any claim made against it under subsection (1) of Section 12 of the said Act, except on the written request of the contractor and upon his giving to NABARD full security for all cost for which it might become liable in consequence of contesting such claim.

7. EMD

While submitting its quotation the agency is required to pay refundable Earnest Money Deposit of **Rs.15420/- (Rupees Fifteen Thousand Four Hundred Twenty only)** through e-payment into the Current Account No. **A/C No- NABADMN05, IFSC-NBRD0000002, maintained with NABARD Head Office Mumbai.** The EMD shall stand forfeited in case the successful bidder fails to undertake the work within 2 days from the date of issue of the final

work order.

8. RMD

The agency becoming successful in the bidding shall be required to keep an interest free security deposit of **Rs.23000/- (Rupees Twenty Three Thousand only)** of with NABARD till completion of the contract. **In that case the EMD of the successful bidder shall be converted into Security Deposit and the balance amount of Rs.7580/- shall be deposited by the agency within 3 (three) days from the date of issue of final work order.** NABARD reserves the right to forfeit the security deposit, in whole or part, in the event of deficient or non-performance of the contract, premature exit from the contract without following the prescribed procedure, any damage caused to NABARD by the contractor or the persons engaged by him violate any of the terms and conditions of the contract. NABARD's decision is final in this matter.

9. Duration of contract

The contract shall normally be up to 1 June 2025 which can be renewed subsequently at the sole discretion of NABARD after review of the performance of the agency. However, NABARD reserves its rights to terminate the contract immediately on emergency basis without notice under any unusual circumstance if the continuation of the contract any further would cause harm to NABARD or to public interest or public order.

10. Terms of termination

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

11. Modes of payment

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

12. Statutory deductions

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

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

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

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

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

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

18. Opening of tender

The quotations will be tentatively opened by the competent authority of NABARD 30 minutes after the latest time prescribed for submission of the tender and the bidding agencies are free to remain present at the time of opening of quotations at NABARD Regional Office, Ankur 2/1, Nayapalli, Civic Centre, Bhubaneswar.

19. The tender has to be submitted in prescribed format as per Part 1 of Technical BID and Part 2 of Price BID. The notice for inviting tender will also form part of the tender document.
20. The contractor needs to submit monthly bill for each quarter separately with due certificate of ACT/CT on duty.

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ANNEXURE-II
FORM OF TENDER

The Chief General Manager
National Bank for Agriculture and Rural Development
Odisha Regional Office
“ANKUR”, 2/1, Nayapalli
Civic Centre
Bhubaneswar - 15

Dear Sir,

Tender for Annual Maintenance Contract on Electrical Works for Quarters of NABARD at Chandrasekharpur

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

1	Name, Address, Contact No. of the Firm/Agency	
2	Nature of Ownership of the Firm/Agency (Proprietorship/Partnership/Registered company) If proprietorship, enclose a photo ID card of the Proprietor, otherwise enclose Partnership Deed or Regd. Certificate	
3	Income Tax PAN No. (Attach self-attested photocopy)	
4	GST Regd. No. (Attach self-attested photocopy)	
5	Details of Bank Account Name of Account holder Name of Bank, Branch and Place A/c Type (Savings/Current) Account No. IFSC No. (Attach self-attested photocopy of a cheque)	
6	Brief history of agency (Attach separate sheet, if required with supporting documents)	
7	Institutions which awarded work to the agency during the last 03 years (Attach	

	details)	
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8. Details of EMD

Mode of deposit	Instrument No.	Date	Name of Bank	Amount

Your's faithfully,

Signature and seal of the authorized signatory of the agency

Place

Date

Enclosures:

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

PART-II

PRICE BID

(Sealed envelope 2 containing Price Bid of tender document)

Price BID

Tender for Annual Maintenance Contract on Electrical Works for Quarters of NABARD at Chandrasekharapur

Name of agency:

9. Rates Quoted per month (Amount in Rs.)

Sl. No.	Description			QTY	Amount in Rs. for skilled
A	Providing 2 skilled labour	Minimum Wages (Basic wages + Variable DA)	As per Central / State Govt. Order, whichever is higher	2 no.s	
B	EPF Should not be less than 13% of basic wage (Maximum Rs. 15000/- pm)			13 %	
C	ESI Contribution (3.25% of minimum wages)			3.25 %	
D	Sub (Total A to C)				
E	Administrative charges @ _____% on D (Should be more than 1%)				
F	Service Charges @ _____% on D (should be More than 3.85% which includes management & supervisory charges including Contractor's profit, uniform, Overheads and other charges)				
G	Total (D+E+F)				
H	GST (as applicable on G)				
I	Any other taxes				
J	Total (G+H+I)				
K	Grand Total				
L	Grand Total in Words				

- The rate quoted above will be inclusive of all costs/expanse.**
- Minimum wages (as per Central Govt. or State Govt. whichever is higher) inclusive of Special Allowance /VDA for unskilled labour as per prevailing arte.
- Contractors shall, wherever applicable, pay Bonus at Govt. approved rate (prevailing rate @ 8.33% of Minimum Wages) to the eligible contract workers and the same is payable to contractor on reimbursement basis on production of proof of payment.
- The wage rates, EPF, ESI must be filled as per existing guidelines issues by statutory bodies and are subject to change according to guidelines issued by GoI or statutory bodies from

time to time.

5. The Price Bid should be reasonable and workable considering the tender requirement and any bids not fulfilling the standard criteria will be out rightly rejected.
6. Bidder may specify particulars of the other statutory payments, if any. If the bidder doesn't quote for the other statutory payments, then responsibility of such payments will be borne by the bidder himself and NABARD will not be responsible for the same and will not entertain any claims thereon in this regard.
7. The Bids where price quote is not given against any of the items or having NIL charges will be treated INVALID.
8. Documents need to be submitted- Self-attested copy of the PAN card, Self-attested photocopy of a cheque, Contractor's Licence, GST certificate, Any other relevant documents.
9. Wherever the cost/price not defined, NABARD will arrive at pro-rata cost based on prevailing market price which will be binding on the bidder.
10. For any clarification, bidders may contact Shri S N Roy, AGM, DPSP. (Contact No. : 0674-2374-306)

Sd/-
(SN Roy)
AGM DPSP

ANNEXURE - III

INDEMNITY BOND

(On Rs.100/- Stamp Paper)

KNOW all men by these presents that I, Shri.....of
M/sdo hereby execute Indemnity
Bond in favor of National Bank for Agriculture and Rural Development (NABARD),
having their quarters at 1-1-61, BDA Colony, Chandrasekharpur, Bhubaneswar -
751016 and M/s..... having
their office

at on this day of2023.

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

THIS DEED WITNESSETH AS FOLLOWS:-

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

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

IN WITNESS WHEREOF THE M/s..... has set his/their hands
on thisday of2023.

SIGNED AND DELIVERED BY THE

AFORESAID M/s IN THE PRESENCE OF

WITNESS:

(1)

(2)

PRE-CONTRACT INTEGRITY PACT

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

Between

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

And

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to

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

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

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He/ she reports to the Chairman, NABARD.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to

come to an agreement to their original intentions.

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

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

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

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

Place

Date

Witness 1:

(Name &Address)

Witness2:

(Name &Address)