Request for Tender

Annual Maintenance Contract for Electrical/Electromechanical works At Office Premises & Staff/Officer’s Quarters at Naya Raipur For the Year 2021-23

NABARD

Name of the tenderer: ____________________________________________

Address: _______________________________________________________

_________________________________________________________________

NABARD

Department of Premises, Security and Procurement Regional Office,

Plot No. 01, Sector – 24,

Opposite Central Park, Atal Nagar,

Naya Raipur, Chhattisgarh, PIN: 492101

Email: raipur@nabard.org

Date of issue of tender document: 11:00 hrs. on 19 February 2021

Pre Bid Meeting with bidders: 11:00 hrs. on 26 February 2021

Due date and time for submission of tender: 14:00 hrs. on 12 March 2021

Date and time of opening Technical bids: 15:30 hrs. on 15 March 2021
PART - I TECHNICAL & COMMERCIAL

NABARD

Department of Premises,
Security and Procurement
Regional Office,
Plot No. 01, Sector -24, Opposite
Central Park, Atal Nagar, Naya
Raipur, Chhattisgarh, Pin:
492101

Email: draipur@nabard.org

Proposal for Annual Maintenance Contract for Electrical/Electromechanical works
At Office Premises & Staff/Officer’s Quarters at Naya Raipur For the Year 2021-23
NOTICE INVITING TENDER

Ref No. NB. DPSP/Tenders-1/2020-21 19 February 2021

Madam/Dear Sir,

Tender – Annual Maintenance Contract for Electrical / Electromechanical Works at Office Premises & Staff/Officer’s Quarters at Naya Raipur, Chhattisgarh, pin: 492101, for the year 2021-23.

1. Sealed tenders are invited in the prescribed forms in two bid system and as per following details:-

<table>
<thead>
<tr>
<th>Description of work</th>
<th>Annual Maintenance Contract for electrical/electro-mechanical works at office premises &amp; staff/officer’s quarters at Naya Raipur, Chhattisgarh, pin: 492101</th>
</tr>
</thead>
<tbody>
<tr>
<td>Place of work</td>
<td>Sector -24, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101</td>
</tr>
<tr>
<td>Estimated cost</td>
<td>Bidders have to submit the price after visit of the site.</td>
</tr>
<tr>
<td>Pre-requisite experience</td>
<td>The tenderer should have carried out similar work for Central / State Government / PSU / Autonomous body / Bank/Corporate as indicated on Sl. No. 1 of Pre bid qualification criteria.</td>
</tr>
<tr>
<td>Earnest money</td>
<td>If the estimated cost of tender is up to Rs.5,00,000/-, then the EMD amount to be submitted will be 2% of the tender amount. However, if the estimated cost of tender is above Rs.5,00,000/-, then the EMD amount to be submitted will be Rs.10,000/- plus ½% of the amount exceeding Rs.5,00,000/- (Subject to maximum of Rs.50,000/-).</td>
</tr>
<tr>
<td>Tender form availability</td>
<td>The tender document shall be available on all working days (Monday to Friday) from 19 February 2021 to 12 March 2021 (till 14:00 hrs) During office hours between 10.00 hrs. to 17.00 hrs. Tender document can also be downloaded from <a href="http://www.nabard.org/tenders.aspx">http://www.nabard.org/tenders.aspx</a> (NABARD website).</td>
</tr>
<tr>
<td>Pre-Bid Meeting</td>
<td>At 11:00 hours on 26 February 2021 at NABARD Regional Office, Plot No. 01, Sector -24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101</td>
</tr>
<tr>
<td>Date of submission of tender</td>
<td>The last date for submission of tenders shall be up to 14:00 hrs. of 12 March 2021</td>
</tr>
<tr>
<td>Place of submission of tender</td>
<td>The tender shall be dropped in the tender box kept at reception at ground floor of NABARD Regional Office</td>
</tr>
<tr>
<td>Date of opening of technical bids</td>
<td>At 15:30 hrs. On 15 March 2021 at the above address.</td>
</tr>
</tbody>
</table>
2. It must be noted that unsealed tenders and / or tenders not accompanied by EMD shall be rejected.

3. The tender should be submitted in a sealed envelope which shall clearly state the subject mentioned herein in bold capital letters in dark ink. The price bid may be sealed in a separate cover and be placed in same envelope.

4. The Technical and Financial Bid should be put in separate envelopes superscripted as technical bid and financial bid respectively and sealed. The Financial Bid of only those who qualify in terms of eligibility criteria will be opened.

5. NABARD reserves the right to reject or accept any tender without assigning any reason and NABARD's decision in all such matters shall be final and binding on all tenderers.

6. The tender is not transferable.

7. The tender shall not include any conditions whatsoever. In case any conditions are included in the tender, the same shall not be taken into consideration and the tender in such cases is liable to be rejected.

8. The agency must be registered and complying with all statutory requirements.

9. Tenders received after the above time and date will not be accepted.

10. NABARD, Raipur does not bind itself to accept the lowest or any tender and reserve the right to reject, negotiate any or all the tenders received and also to split the work without assigning any reason.

11. The tenders shall be valid for at least 06 months from the date of opening of the tenders.

12. Rates in the price bid must be quoted both in the words and figures and in case of discrepancy, rates quoted in words will prevail.

13. The tender documents should be signed on each page by the quoter or his duly authorized representative. Any overwriting, correction or cancellations should be duly authenticated with seal. Tender documents should be accompanied by a certified true copy of an absolute power of attorney in favour of signatory to the documents.

14. Any discrepancies, omissions, ambiguities or conflicts in contract document or any doubts as to its meaning should be brought to the notice of the bank. The bank will review these and where information sought is not clearly indicated or specific, will issue a clarifying bulletin to all quoters which will form part of the contract documents.

15. The contract shall be binding on the quoter as soon as the acceptance of the Tender is communicated to the quoter by the Bank.
16. The EMD (as derived above) is required to be deposited through NEFT to the following account:
   Name of Account: National Bank for Agriculture and Rural Development Bank: NABARD
   Branch Name: Head Office, Mumbai
   Account No (VAN): NABADMN39
   IFSC Code: NBRD0000002
   After depositing the EMD amount, the tenderer is advised to send an email to dpsp.raipur@nabard.org with the details of the transaction.

   Regards

   -Sd-

   (P K Mishra)

   Deputy General Manager
I-  General Instruction to the Tenderer

1. The Tenders may be submitted after visiting the site and conducting survey of the existing conditions so as to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.

2. The envelope containing the Tender document complete in all respects, duly signed by the tenderer and sealed as necessary, should be dropped in the Tender Box kept in the Ground floor before 14.00 hours on 24/02/2021.

3. The Contractor selected for award of the Annual Maintenance Contract will have to remit an amount of """" (to be calculated by vendor as per formula provided in Notice Inviting Tender). This amount shall be retained by NABARD as Retention Money Deposit (RMD) till expiry of the Contract and will not carry any interest.

4. NABARD reserves the right to accept or reject any tender, either in whole or in part without assigning any reasons for doing so and is not bound to accept the lowest or any Quotation.

5. Tenders containing tenderer's own conditions are liable to be rejected.

6. Special Terms & Conditions as indicated in I

7. General Terms & Conditions are indicated in II.

8. Scope of work are as indicated in III

9. Agreement as indicated in IV

10. Pre Bid Qualification Criteria, Information to be furnished by vendor, Bank Account particulars of tenderer, Statement I & II in V as indicated in Annexure V

11. Instruction for filing Price Bid

12. Calculation Sheet as indicated in VI

13. Format for Quoting the rates for Office and Staff Quarters (Price Bid) as indicated in VII

14. Integrity Pact

15. NABARD reserves the right to divide and distribute the work to more than one Contractor at its sole discretion. The tenderers are advised to ensure strict observance of commercial aspect of this Tender and also the following points:

   ▪ The Contract will be awarded to the agency only if the performance of the agency is found to be satisfactory during the initial three months.

   ▪ The Contract period will be for a period of 24 months, from 01 April 2021 to
31 March 2023.

- Validity of offer should be 90 days from the last date for receipt of quotation.

16. The rates may be quoted in the Price BID Annexure VI & VII, The Price BID will be opened on a date that will be informed to the selected contractors/vendors/agencies after scrutiny of the technical bid.

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

<table>
<thead>
<tr>
<th>SI No</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NABARD Office and Officer Quarters, Naya Raipur, Atal Nagar, Chhattisgarh-492101</td>
</tr>
</tbody>
</table>

Signature of the authorized signatory of the contractor / Tenderer
Annexure-I

Special Terms and Conditions

1. Should have their own office in Raipur, Chhattisgarh. If the Contractor belongs to other city, a detailed write up on execution arrangements shall be submitted by the tenderer.

2. The bid shall be accompanied by a copy of each of the documents like (Mandatory):

   - Articles of Association/Memorandum of Association/ partnership deed/ any other relevant document showing composition of the firm/organization
   - PAN,
   - GSTN Registration
   - Employee State Insurance Act registration,
   - PF registration,
   - Particulars of bankers & Bank account details.
   - Details of work experience shall be supported by work orders and corresponding completion certificates.
   - Details of works on hand

If required, original certificates shall be produced for verification by the tenderer and will be returned after verification.

3. The tenderers should have applicable Tax registrations (PAN, GSTN TIN, TAN, etc.) and also registration with Provident Fund, ESIC, etc., supported with documentary evidence and licenses, permissions, approvals issued by Labour enforcement and other statutory authorities, wherever applicable (Please enclose copies of certificates/documents).

4. Tenderers should have a current bank account with a scheduled commercial bank.

5. NABARD reserves the right to verify any or all the documents furnished by the Tenderers with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof.

6. If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.

7. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies.

8. The firms which do not fulfil the requirements (terms and conditions) shall not be considered for selection and award of work.

9. The staff deployed by the firm at site should have adequate experience and knowledge in their respective works.

10. A bid that is not accompanied by EMD shall be rejected. The EMD of Rs.----- (to be calculated by vendor as per formula provided in Notice Inviting Tender) will be returned to the tenderer if his tender is not accepted by the Bank but without any interest thereon. The EMD paid by the successful tenderer shall be retained by NABARD as security (Retention Money Deposit) for execution and fulfilment of the contract. No interest shall be paid on this deposit. The EMD of the successful tenderer will be forfeited if he fails to comply with any of
the conditions of the Contract /Tender Document.

11. The EMD of Rs.------- (to be calculated by vendor as per formula provided in Notice Inviting Tender) of successful tenderer shall be retained by NABARD towards Security Deposit (SD). **The quantum of security deposit shall be 5% of the annual contract amount.** The successful tenderer has to submit the balance amount of security deposit within 10 days of issue of work order. Security Deposit will be refunded after the expiry of the contract period. SD will not bear any interest.

12. The National Bank for Agriculture and Rural Development does not bind itself to accept the lowest or any bid and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
14. If a bidder / tenderer quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered”.

15. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.

16. The work slip/orders for carrying out works which are not covered under monthly charges for maintenance works will be issued by NABARD and such additional works shall be paid for extra.

17. The cost of replacements wherever applicable shall be paid for only on sanctioned work slips issued by NABARD to the Contractor. If any replacement is done without proper sanction, the same will not be considered for payment.

18. Need for replacement of any particular item shall be decided by Bank's representative and the Contractor should carry out the work without any dispute.

19. Whenever particular items of materials, fittings etc. are replaced at Bank's cost, the Contractor shall deposit such items like old fittings etc. with the ACT/CT of the colony till the settlement of the bill of extra items. All such removed old materials should be stacked safely at the specified location within the premises. After settlement of the bills, the contractor may take the old/scrap material. However, any useful materials like fittings, pipes etc., which could be used, may be used in the repair/maintenance works with the approval of Site Supervisor/Bank's Engineer and for such items, the cost will not be paid to the Contractor.

20. Necessary tools and minor items like adhesives, screws, nails, nut & bolt, washer, bracket, clips, grease, mobil, M-seal, rubber for stopper, rubber buffer etc. as well as item/work costing individually upto Rs. 100/- will be in the scope of the contractor.

21. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints will be as under:

<table>
<thead>
<tr>
<th>Nature of work</th>
<th>Time of completion</th>
<th>Penalty for delay (per complaints per day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outside work where scaffolding is required</td>
<td>5 days</td>
<td>Rs.100</td>
</tr>
<tr>
<td>Outside work where no scaffolding is required</td>
<td>3 days</td>
<td>Rs.100</td>
</tr>
<tr>
<td>Internal work</td>
<td>1 days</td>
<td>Rs.50</td>
</tr>
<tr>
<td>Other work</td>
<td>1 days</td>
<td>Rs.50</td>
</tr>
</tbody>
</table>
Annexure-II

General Terms and Conditions

1. Rates/Bids

1.1 Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate analysis in the format given in Annexure-VI for scrutiny of the rates by NABARD, if required.

1.2 Rates should include of all (i.e. all Taxes etc.) in accordance with various statutory enactments and should be firm for the entire Contract Period. **No increase in rates will be allowed during the entire Contract Period on this account, even in the extended periods of the contracts. The rates will be considered for revision only in case of (i) revision of minimum wages and (ii) revision of statutory taxes like GST to the relevant extent.**

1.3 The Calculation sheet (As per Annexure-VII for supply of manpower and minimum wages) is required to be submitted duly filled along with the Price bid/BOQ. Tenders/bids not complying with the minimum wages payment are liable to be rejected which will be ascertained on the basis of Annexure – VIII ; submitted by the contractor. Bank will ascertain whether the contractor will be able to pay the minimum wages and other components from Annexure III.

1.4 Rates should include all items pertaining to the Electrical/Electromechanical, cleaning the site thoroughly and unless the same is done to the satisfaction of the Bank’s representative, the bill will not be accepted. The rates should also include all costs (such as travel etc.) for attending the works at NABARD staff quarters.

1.5 The rate should include the discount (if any) also. There is no question of extra payment above the quoted rate under any circumstance for the tender item. In case of any variation in quantity or value, the same will not be made a matter of dispute by the Bidder / Tenderer.

1.6 The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tenders may be rejected without making any reference to the Tenderers.

1.7 Rates should be filled in the Tender neatly and no overwriting shall be made. Corrections, if any shall be authenticated by subscribing signature of the tenderer. 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, the following procedure shall be followed.

a) When there is a difference between the rates in figures and in words the rate that corresponds to the amounts worked out by the Contractor shall be taken as correct.

b) When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in
Figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.

c) When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.

1.8 The bidder must use only the Price Bid format issued by the Bank, to fill in the rates (given in Annexure-VII&VIII. Any addition/alteration in the text of the quotation letter made by the bidder shall not be considered. Such bids may be considered invalid by the Bank at its discretion.

1.9 All the pages of the Tender Document shall be signed by the Tenderer.

1.10 Bids submitted by unauthorised agents and FAX / Telegraphic bids shall not be entertained / considered.

2. **Statutory Compliances**

2.1 The Contractor shall be fully responsible and shall indemnify NABARD with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The decision of NABARD in this regard shall be final and binding.

The Contractor should arrange to obtain necessary insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD immediately after award of work.

The **CAR** policies are required to be at least for 1.25 times of the contract value.

NABARD will not be under any liability to pay any compensation to the persons deployed by the contractor if they sustain any injury etc., while discharging the duties in the said premises. The contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should take necessary Insurance cover at his cost for his persons employed at site. The contractor should arrange to obtain necessary insurance cover (Workmen compensation policy and Contractors All Risk Policy) for the work at his cost and should be responsible for the safety of persons, employed by him.

In case, no insurance policy is furnished before commencement of the work, NABARD will take the policy on behalf of the contractor and recover the amount of premium, interest on premium etc. from them. The decision of NABARD in this regard shall be final and binding. The insurance policy shall be work and site specific.
NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the contractor. No compensation shall be admissible for any loss suffered by the Contractor during the execution of the work. It shall be the Contractor’s sole responsibility to protect NABARD’s staff and his employees against accidents from any cause and he shall indemnify NABARD against any claims for damage on account of injury to person or property, resulting from any such accidents with necessary Insurance cover.

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.

2.2 The contractor shall pay the personnel deployed in NABARD premises, 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 by them in NABARD.

2.3 The contractor will be responsible for timely payment (by 05th of succeeding month) its personnel deployed in the premises and compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance, etc. in respect of the persons deployed by them in NABARD. The Contractor shall be responsible to fulfill all the obligations in connection with the workers employed by it for the purpose of the Contract and all the Statutory and other liabilities if any including minimum wages of Central/ State Govt. (whichever is higher shall be applicable), leave, salary, uniform, identity cards, ex-gratia, ESI, Provident Fund, Workman Compensation, if any, etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor. The contractor shall liaise with Labour Deptt. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.

2.4 The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into Maintenance Contract and the Bank will not in any way be liable or responsible for any default / irregularities / penalties on the Contractor’s part.

2.5 The contractor shall ensure that the payment is regularly credited to the bank account of the individual labour employed at Bank’s premises and payslips for respective payments are duly issued regularly. NABARD will ask for present/past payslips and payment records related to ESI/PF to be submitted along with the monthly bill. In extraordinary case of wages being disbursed in cash, the same may be done in the presence of authorized representative of NABARD as required as under relevant law.

2.6 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

2.7 The Contractor should have valid license relating to his Contract as per the existing laws and the workmen employed by the Contractor should also have the experience in their trade.

3. Staff to be deployed by contractor

3.1 The contractor shall always retain experienced staff at site at least to the extent of strength as given in Annexure III (scope of work).

3.2 The manpower deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations.

3.3 The workers / staff employed should wear colour code uniforms displaying contractor firm's name. The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations under this Contract. Any indecent behavior / suspicious activities of the staff employed shall be viewed seriously and a suitable penalty shall be imposed on contractor. The contractor is also required to submit the list of workers with photo ID, educational qualification, address proof, etc. before deputing the workers. An attendance register shall be maintained at site indicating number of persons deployed for the inspection by NABARD officials/representative.

3.4 The contractor will provide uniform (dress, shoes etc.) to his/her staff deployed.

3.5 Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to levy damages or fine and / or even terminate the Contract forthwith, if necessary.

3.6 No additional payment shall be made if contractor keeps more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provision.

3.7 The personnel deployed by the Contractor can use the common facilities such as drinking water, toilet, etc. if any, provided at the premises. However, it should be ensured that the same should be kept in hygienic condition.

3.8 Before deployment of staff, their bio-data/ competence shall be verified by the Bank's representative in the beginning of AMC as well as replacement the staff/labour. You will provide plumbers, carpenters and helpers whose identity is duly verified by the Police, to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank.
4. Settlement of bills

4.1 Monthly/Quarterly/Periodical payments will be made in the case of Civil, plumbing and carpentry AMC works based on the bills submitted by the Contractor and certified by the concerned ACT/Bank's Engineer to the effect that the works/complaints recorded in the registers/software are attended and rectified as per the scope of the work. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/Caretaker) after completion of the respective works on the formats enclosed/given for respective work and should submit all these with the bill.

4.2 Any discrepancy in settlement of bills may be brought to the notice of NABARD within a period of one month after the settlement of the Bills. NABARD will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.

4.3 Income Tax and other statutory deductions, as applicable, will be made from total payment due to the Contractors.

4.4 No advance shall be paid towards mobilisation and cost of materials etc.

4. Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.

5. Execution of work and complaints

5.1 Materials used should conform to relevant BIS Codes. BIS and CPWD Specifications and method of measurements shall be followed as applicable. However, in the absence of the same, the decision of NABARD will be final.

5.2 All works, complaints/instructions given by the respective authorities covered under the Annual Maintenance Contract are to be attended on the same day. In case of delay in attending the work in time, NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD.

5.3 The Contractor or his authorised representative should visit the site as per requirement and meet Bank's representative with prior appointment for any clarifications and to receive instructions, etc. at the site.

5.4 The Contractor's workmen should report to ACT/Security & Protocol officer as per timings mentioned in the Price bid/Bill of Quantities. A register will be kept at site on all the locations showing attendance on day to day basis and which will be countersigned by the security guard on duty the time when contractor's worker arrives & signs at site. The same shall also be signed by ACT & the same or copy shall be presented along with the Contractor's monthly bill.

5.5 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.
5.6 The work should be carried out with minimum inconvenience to the occupants. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants, etc.

5.7 The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required, in accordance with this Tender. The Contractor should obtain approvals, if any, necessary for the work from the Statutory Bodies on behalf of the NABARD. The Contractor shall assist the NABARD fully in respect of any liaison with the Municipal or any other Authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to the NABARD.

5.8 The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD’s residential/Office premises.

5.9 The engaged staff shall also undertake other specific work related with/without Civil, plumbing and carpentry works and other works during working hours as per instruction of ACT/Bank’s representative, if required.

5.10 On site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of the NABARD. NABARD will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD. If any statutory charges are required to be paid for erection of sheds, the same should be borne by the Contractor.

5.11 The Contractor shall provide necessary Tools & Plants materials or any other equipment, materials, labour, etc. and no payment in this regard will be made by NABARD. The Contractor shall supply, fix and maintain all the scaffoldings, jhulla, T&P, etc., at his cost during the execution of any work and remove them as soon as the work is completed, without causing any damage to NABARD's property.

5.12 The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD. But he can engage various licensed agencies/agencies for carrying out different works.

5.13 While submitting the monthly bill for AMC, the contractors have to submit all the required documents / statements as desired by NABARD. Contractor will not link payments to his labours with the settlement of his bill by NABARD.

5.14 It is the contractor’s responsibility to coordinate with other service providers viz. companies, municipality etc. for completion of the work, if required and attending to the work along with liaising with local bodies including making payments to statutory bodies. Bank shall reimburse the payments for such works on production of valid receipts. No other charges for such works shall be payable.

5.15 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. The contractor undertakes from the date of allotment of tender, at all times and from time to time to remain solely responsible to defend NABARD and to hold and keep NABARD and its officers harmless and indemnified against all actions, costs, expenses, damages, claims, suits or demands, or any loss or liabilities of whatsoever nature arising directly or indirectly and also for and against all or any action whether by way of labour or legal
proceedings or otherwise which may be brought against the NABARD by any of the person employed by contractor or any other authority, arising out of execution of the contract including claims for all damages, costs, charges, expenses which NABARD may incur in respect thereof. Safety conditions as stated in attached sheets.

6. Termination of Contract and disputes

6.1 Any dispute or difference whatsoever arising on any matter concerning this contract between the parties out of or relating to the services, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any modification thereof. The arbitration shall be conducted by sole arbitrator appointed by NABARD and the award made in pursuance thereof shall be binding on the parties.

6.2 The venue of the arbitration shall be at Raipur. The language of arbitration shall be English.

6.3 Work under the contract shall be continued by the contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

6.4 Termination of agreement: “If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 30 days, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period if

(a) in the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or

(b) the contractor commits a breach of any terms and conditions of this agreement and/or

(c) the contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of contractor and/or

(d) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or

(e) there is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.

6.5 In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

6.6 In case the Contractor desires to terminate the Contract, he may do so by giving a notice period of three months to Bank with proper reason and justification.

6.7 In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to
Contractor and/or by taking recourse to appropriate recovery proceedings. The contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to NABARD or any person authorized by NABARD, on demand. Further, the contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.

7. Other terms and conditions

7.1 Validity of Offer : 90 days from the date of opening of the Tenders.

7.2 The successful bidder shall execute an agreement with NABARD at his cost on non judicial stamp paper as per the prevailing rates in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which bidders EMD may stand forfeited.

7.3 The working hours as mentioned in price bid includes one hour lunch break.

7.4 The Contractor shall make necessary arrangement for watch and ward of his materials at his own risk and cost.

7.5 If last date of receipt of Tender and opening date is any holiday, then submission and opening of Tenders / Quotations shall be shifted to next working day without change of time and venue.

7.6 The Contractor shall monitor the on-going works or satisfactory completion of works or redressal of complaints through his staff.

7.7 Notwithstanding anything stated above, NABARD reserves the right to assess the Tenderer's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.
7.8 The decision of NABARD in awarding the work shall be final. NABARD reserves the right to accept / negotiate / reject any Tender either in whole or in part without assigning any reasons therefor whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and undisputable.

7.9 NABARD also reserves the right of supersession of any of the conditions stipulated in the Tender Document.

7.10 No prohibitive things/banned chemicals will be used, which are harmful to human life.

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

Signature of the Tenderer :

Name and Seal :

Place :

Date :

Address :
Annexure-III

SCOPE OF WORKS

NABARD, Chhattisgarh Regional Office, Raipur

Annual Maintenance Contract for Electrical / Electromechanical works at Office Building

Scope of work and Terms & Conditions

1) The contractor shall provide the services of Three electricians at Office Premises and for Staff Quarters having valid license and who will look after day to day complaint during the duty hours and and provide maintenance services in 8 hour shift on all working days of the week and in saturdays in the Office Building. The contractor shall arrange for all necessary tools, ladders, drilling machines etc., required for the quality maintenance of the work. The contractor shall provide necessary screws, batten clips, fuse wires, insulation tapes etc., required for the repair works within the quoted rates. The contractor shall also provide and maintain all required tools, tackles and measuring instruments at site at his own cost.

2) The Electrician shall attend the duty timings as decided by the Bank. He shall collect complaints from the Assistant care taker or from the complaint book and attend the same on the same day and in any case within next 48 hours

3) All complaints shall be attended to immediately on receipt of the complaints / information. No complaint shall remain unattended for more than 24 hours. If any complaint is likely to take more time for its resolution, the same will be immediately brought to the notice of Assistant Caretaker / Bank’s Engineer/ Security and Protocol officer. The complaints of complicated nature and beyond the scope of work shall be reported back immediately to Bank’s Engineer.

4) The electrician/ wiremen deputed by the contractor shall be capable of minor repairs of all electrical gadgets like fans, exhaust fans, fittings, heaters, geysers, wiring, cabling, luminary fittings and related items. He should have primary knowledge of functioning / operation / repair of H.T. Lines, transformers,DG sets, H.T. OCB, ACB, L.T. Panels including AMF panel, PFC, DG set, AC systems (Central / Packaged / Ductable AC Units & Window AC) including microprocessor panels and solar panels.

5) The contactor shall make his own arrangement for providing substitute mechanics / wiremen / electrician and helper (as and when needed) in the event of absence of his regular staff. In case of major failure, the contractor shall provide the required number of electricians / helpers / supervisors to rectify the fault immediately on receipt of written / oral communication from the bank.

6) The contractor shall remove from work, any worker, who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of the Bank.

7) All type of Electrical Maintenance works including repairs / preventive maintenance works shall be carried out by the electrician/wiremen on duty. This shall also include cleaning of all the electrical installations including meter boards, switch boards, staircase / compound area bulbs, tube lights, fans and fittings etc. in such a manner that all these equipment are thoroughly cleaned at least twice a year.
8) The testing of electrical installations shall be carried out as per the instructions of the Technical Officer of the Bank.

9) The contractor will provide experienced staff / workers in the eventuality of breakdown in the power system. He should restore the supply in the shortest possible time. It shall be the duty of the contractor to do liaison work with CSPDCL as and when necessary and required. No additional payment of any kind shall be made for such an eventuality.

10) Cost of items required to be replaced during the course of maintenance contract will be paid separately to the contractor on submission of bills. For this purpose, contractor shall furnish to us rates of normal / routine items which are required on day to day basis as per Annexure I. Spare parts replaced shall be of standard quality and manufactured by leading brands and should have ISI mark certification. These rates will hold good for entire period of contract. No request for enhancement in the approved rates will be entertained under any circumstances during the currency of contract.

11) The work shall broadly include the following:
   i. Maintenance of Electrical Installations including geysers, fans, tube lights, heaters, blowers etc. The rates also include cleaning of fans, tube lights and other electrical installations on half yearly basis.
   ii. Maintenance of Electrical Installations in Bank’s Office Premises including lights in compound, pump house, staircases, computer centre, lifts, etc. and maintenance of electric Sub-station which comprises of 11kv transformer, main panel, cables, indicator bulbs, ACB switches, lighting in sub-station including oiling, greasing, cleaning of HT OCB, transformer, main panel, cable alleys etc, oil level in HT OCB & transformer, maintaining a log book for maintenance operations (fortnightly basis) for each unit i.e. for cleaning, oil levels in OCB / transformer BDV, oil testing or from laboratory for its mandatory tests as per ISI standards etc. complete. The rate should include cost of changing minor parts viz. lubricants, nuts, bolts, cleaning materials, etc.
   iii. Running and Operation of Package Unit Air Conditioning system installed at Bank’s Office Premises including maintenance of log book. The electrician/wiremen posted at site should be capable of handling minor defects/repairs in the microprocessor controller.
   iv. Maintenance of pump sets, with complete electrical installation including starters, switches, cables etc. installed in Office Premises for various purposes. This includes monthly servicing of the motors like oiling, greasing, cleaning, replacement of worn out glands rubber bushes etc. This shall also include repair/servicing of the same. It will also include repair and replacement of wheel valve, non return valve and foot valve inside the pump house. The same needs to be attended on top priority basis as the same affects water supply system.

The above list of items/works is illustrative only and the maintenance contractor is supposed to carry out all the jobs related thereto.
Award of work will be finalised on the basis of rates furnished for maintenance of electrical installations and supply of spare parts.

12. All repair work to be attended on priority, maximum within three days from date of issue of work-slip for routine repairs and five days for major repairs. Sufficient quantity of spares, commonly issued materials should be stored at site by contractor for expeditiously attending of work. Delay in attending work beyond stipulated time will attract penalty of `100/- per day for complaint delayed.

13. **Penalty clause**: In case of absence of workers (minimum specified in the scope of work, the amount will be deducted as below:

   If the contractor fails to deploy the number of manpower as required under the agreement/ tender and such absence of manpower in each category of workmen exceeds 15% or more of total man days in a month, then a penalty of Rs. 650.00 per day shall be imposed on the contractor for all absent days including 15% of absences during the month. The amount of penalty shall be adjusted from the amount payable to the contractor and shall not be deducted by the contractor from the wages payable to workmen.

   **Additional Penalty**: If the contractor continues to fail to engage sufficient workers and does not show sufficient progress in attending to the works, NABARD may, after issuing written notices, levy additional penalty at its discretion, which will be recovered from the Contractor’s bill.

   The deduction from the monthly payment will be made based on the absence of labours and also as per the penalty clause in Special Terms and Conditions.

14) Payment for additional works and replacement/repair works not included in monthly maintenance charges shall be paid on the basis of current Rate Contract/Schedule of Rates (SR) as adopted by the Bank.

15) Payment for the additional/payable items, not covered as above, will be made as per Rate Analysis based on the market prices supported by documentary proof with 15% towards contractor’s overhead profit plus applicable taxes, etc. as applicable or from the quoted rates of lowest tenderer who has executed similar work recently. The rates of the items will be finalized by NABARD.

16) Contractor shall follow the prescribed formats/procedures for receiving complaints, receiving the work slips duly sanctioned and preparation of bills etc. as stipulated by NABARD from time to time.

17) Contractor shall maintain a proper Record/ Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank’s decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints will be as under:
<table>
<thead>
<tr>
<th>Nature of work</th>
<th>Time of completion</th>
<th>Penalty for delay (per complaints per day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outside work where scaffolding is required</td>
<td>5 days</td>
<td>Rs.100.00</td>
</tr>
<tr>
<td>Outside work where no scaffolding is required</td>
<td>3 days</td>
<td>Rs.100.00</td>
</tr>
<tr>
<td>Internal work</td>
<td>2 days</td>
<td>Rs.50.00</td>
</tr>
<tr>
<td>Other work</td>
<td>2 days</td>
<td>Rs.50.00</td>
</tr>
</tbody>
</table>

18. The responsibility of engaging sufficient skilled/semiskilled/unskilled works lies with the Contractor for maintenance works, subject to minimum of labours mentioned in the Price Bid/BOQ and Annexure III in view of timely attention and completion of the routine works within the given time frame.

19. In case of emergency work, no extra payment for working in odd hour will be made.

20. The contractor has to give satisfactory services for all works of AMC and bank reserves the right to remove/delete any particular work from the awarded AMC.

21. The monthly maintenance charges shall cover all sundry works and replacement of related minor materials for proper maintenance of the buildings and related services to the reasonably satisfactory level and the cost of each replaced item of work as per amount/details mentioned in the respective Scope of Works and Bill of Quantities at one location for work will not be considered for extra payment, subject to provisions in the scope of works during the repair/replacements. The cumulative cost of such items shall be covered under amount quoted in maintenance charges. The decision of Bank is final in this respect and not disputable. However, works costing more than the stipulated ceiling shall be paid extra and decision of NABARD in this regard shall be final and binding.

22. The property will be handed over to the Contractor for Electrical/Electromechanical works on ‘as is where is’ basis and the contractor shall be required to carry out pending works at his cost and continue to ensure proper service to a reasonably satisfactory level.

23. In case the Contractor is asked to remove the garbage that has been collected on account of other activities not belonging to contractor, the removal charges shall be paid separately.
24. The minimum requirement of staff to be deployed by contractor is as under-

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Requirement of staff</th>
<th>Number</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Electrician</td>
<td>03</td>
<td>Skilled</td>
</tr>
</tbody>
</table>

NABARD reserves to change scope of work or the number of labours during the contract period.

**Declaration by the Contractor**

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

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

Signature of tenderer/bidder

Name

Organization

Place

Address

Seal
SAFETY CODE

The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilised dressings and cotton wool.

An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.

No portable single ladder shall be over 8 metres in length. The width between the side rails shall not be less than 30 cm. Clear and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.

It is entirely the responsibility of the contractor to follow the safety procedures such as using safety belts, life lines, helmets, rubber gloves etc. depending upon the nature of works. Contractor is free to approach NABARD for any suggestion in this regard. However any lapse in this regard will be viewed seriously.

A penalty of Rs. 1,000.00 shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of Rs. 2,000.00 shall be levied if violation is repeated.

Penal action will also be taken if the contractor's supervisors and workmen do not wear the uniforms and photo identity cards issued by the contractor and thus pose a security risk to the safety of the Bank's establishments, its officers and the families of its officers residing in flats. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.

An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work.

Declaration by the Contractor

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

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

Draft ARTICLES OF AGREEMENT
On Non-judicial stamp paper

AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

THIS AGREEMENT is made at Raipur on this ...... day of ______

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Head office at C-24, ‘G’ Block, Bandra-Kurla Complex, Bandra(East), Mumbai-400051, and NABARD Raipur regional Office, hereinafter referred to as “NABARD” (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the ONE PART

AND

M/s. ........................., a firm/society/company registered/incorporated under the......... and having its registered office at................hereinafter referred to as the ‘Contractor’ which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, liquidators, administrators and assigns) of the OTHER PART.

(NABARD and the Contractor are collectively hereinafter referred to as “the parties”)

WHEREAS

(1) NABARD, being desirous of outsourcing the works relating to Annual Maintenance contract for civil, plumbing and carpentry Services (hereinafter referred to “the said works”) of its premises at NABARD Regional Office building at Sector 24, Naya Raipur and in its staff/officers’ quarters located at sector 27,Naya Raipur hereinafter collectively referred to as “the said Premises”) for the period ................. to ........................., had, vide its letter No. ..................dated .............., issued a “Notice Inviting Tender” (hereinafter referred to as “the NIT”) inviting bids for providing the said works at the said Premises. A copy of the NIT is annexed herewith as “Annexure 1” and to be read as part and parcel of this Agreement.

(2) The Contractor had, vide its letter dated ................., submitted its Tender for undertaking the said works at the said Premises.

(3) NABARD, vide its Letters of Intent No. ..................dated .............. had selected the Contractor for carrying out the said works at the said Premises.

(4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.
NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The contract shall commence from 01.04.2021 and shall continue till 31.03.2023 unless it is curtailed or terminated by NABARD owning to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc.

NABARD shall pay a sum of Rs. ..........for a period of Two Year to the Contractor for carrying out the said works in the office Premises and Rs.................for a period of two year for Office Premise and Staff/Officers quarters as per the details given in Annexure VII&VIII. The rate will remain fixed throughout the entire period of contract i.e. till .......... and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled/semiskilled/unskilled labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/Central Govt. whose rates are adopted. NABARD will make payments only after the satisfactory completion of the periodic services on monthly / quarterly basis as indicated in the tender document.

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

2. The contract may be extended for further period/s after the expiry of the initial period i.e. .......... as indicated in the tender document. NABARD shall, in that event, make a request in writing in this behalf to the Contractor one month prior to the expiry of the current contract/extended contract and upon such request, the Contractor shall provide the said works at the said Premises, on the same terms and conditions or with some addition/deletion/modification, for a further specific period, mutually agreed upon by the parties.

3. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.

4. The Contractor should make discreet inquiries about the character and antecedents of the persons whom they are deploying in NABARD. The Contractor shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.

5. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by:-

i) List of individuals deployed

ii) Bio-Data containing educational qualifications and previous experience/s, date of birth, etc.

iii) Identity Cards bearing photograph.

6. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in Annexure I of the tender document. No additional
payment shall be made if the contractor keeps more staff for completing the pending work or if minimum staff strength is not able to perform satisfactorily as per the contract provision. All deployed manpower shall wear Identity card/s provided by the office every day during working hours. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.

7. The said works at the said Premises, which will be entrusted to the Contractor from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.

The Contractor shall, for all intents and purposes, be the “Employer” within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him and deployed in NABARD shall remain under the overall control and supervision of the Contractor. The persons deployed by the Contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD.

The Contractor’s personnel shall not claim any benefit/compensation/absorption/regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

9. The Contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required for carrying out the said works in the said Premises in accordance with this Agreement. The Contractor shall also inform and assist NABARD in procuring any registration, permissions or approvals, which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act 1970 and the Rules and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Agreement.

10. All persons deployed by the Contractor in NABARD will be subjected to security check by the NABARD while entering and leaving the premises. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.

11. The Contractor shall attend to complaints relating to the said work received from the employees of the NABARD and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.

12. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.

13. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions/duties, or for payment towards any compensation.

14. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABARD or its employee is made party and is
supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to NABARD or any person authorized by NABARD, on demand. Further, the Contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.

15. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD. It will be the responsibility of the contractor for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.

16. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.

17. The Contractor, wherever and whatever material is provided by NABARD, shall use it properly. Any improper use leading to wastage / pilferage shall be made good by the Contractor to NABARD.

18. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed by the Contractor if they sustain any injury etc., while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD. The CAR policies are required to be at least for 1.25 times of the contract value.

19. The Contractor’s personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, administrative/organizational matters as all are of confidential/secret nature.

20. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.

21. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.

22. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank’s decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.
23. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/conflict of interest/improper conduct.

24. In case, the manpower deployed by the Contractor commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD, remove him/them from the said Premises.

26. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in the State of Chhattisgarh/GoI, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.

27. The Contractor, as a taxable service provider, must be registered with Central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans should be serially numbered and it should contain the Name and address of Service Provider & Service Receiver, Description of service, etc.

28. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are released before the 5th day of the following month in the presence of NABARD's representative, irrespective of receipt of payment from NABARD.

29. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.

30. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the
concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

31. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to NABARD or any other authority under law.

32. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees /agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

33. The Contractor will have to deposit a security amount of Rs.........(Rupees.........) for NABARD in the form of DD from a commercial bank covering the period of this Agreement. In case, the Agreement is further extended beyond the initial period, the security deposit would be retained.

34. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.

35. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Contractor, to the extent of the loss or obligation in monitory terms. If the adjustment is not possible, then the same may be recoverable from the contractor.

36. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.

37. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.

38. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.

39. If the services of the contractor are not found satisfactory, the contractor will be given one month notice to improve his services. If the contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the
said notice period. However, the contractor firm can terminate the agreement by giving three months notice in advance. If the Contractor fails to give such three months notice in writing for termination of the agreement, then the Security Deposit will be forfeited. Notwithstanding anything contained in this Agreement, the Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till the date of termination this agreement.

40. On the expiry or early termination of the Agreement, the Contractor will withdraw all its personnel without in any way causing any damage to the said premises and the property therein and clear their accounts by paying them all their legal dues. The persons deployed by the contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in NABARD.

41. Resolution of disputes

41.1 This Agreement shall be governed by and construed in accordance with the laws of India.

41.2 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD’s representative and the Contractor’s representative.

41.3 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:

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

41.4 The venue of the arbitration shall be at Raipur.

41.5 The language of arbitration shall be English.

41.6 Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

42. Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by e-mail transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

43. This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures
will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

44. This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.

45. The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies.

46. Disclaimer Clause

a) The tender/RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their bids/offers.

b) The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

c) The purpose of this RFP is to provide the bidders with information to assist the formulation of their bids/proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and, wherever necessary, may obtain independent advice.

d) Bank makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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

Signed, sealed and delivered

By Shri _____________________  by ___________________

DGM/ GM

For & on behalf of NABARD  the duly authorized signatory for & on behalf of the Contractor

In the presence of  In the presence of

1........................... 1...........................

2........................... 2...........................
## V- Pre Bid Qualification Criteria

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Criteria</th>
<th>Supporting document to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Successfully completed at least three similar works whose value is not less than 40% of the estimated cost, ie., Rs.--.-- lakh, or two similar works whose value is not less than 50% of the estimated cost, ie., Rs.----lakh or one work whose value is not less than 80% of the estimated cost, ie, Rs.--- lakh of Annual Maintainance Contract for (UPS, DG Set, IP PBX, Access Control System, Public Address System &amp;Conference System, CCTV Surveillance System and Building Management System(BMS) as detailed elsewhere in this tender document for the Private/Government/ Semi-Government/ Government of India Undertaking, during last 03 years ending 31 March 2020.</td>
<td>Work orders and completion Certificate.</td>
</tr>
<tr>
<td>2</td>
<td>Turnover of the firm during last 03 years (year – wise): Annual turnover of the firm during each of the last three years should be at least 50 % of the estimated cost of the tender.</td>
<td>Attach a separate neatly typed sheet on Letter head of Chartered Accountant.</td>
</tr>
<tr>
<td>3</td>
<td>Work Experience</td>
<td>the firm should have experience of similar works during the last 3 years</td>
</tr>
<tr>
<td>4</td>
<td>Name and registered address along with date of incorporation of the firm</td>
<td>Document issued by Government body such as service tax, shop Act license, Company Registration, etc.</td>
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</table>
# Information to be furnished by the Vendor

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<table>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Name and Registered address</td>
</tr>
<tr>
<td>2</td>
<td>Organizational set up of the firm including names, qualifications and experience of partners / Associates and staff</td>
</tr>
<tr>
<td></td>
<td>Details to be furnished in the prescribed proforma (Statement I)</td>
</tr>
<tr>
<td>3</td>
<td>Whether Registered (If yes, please enclose copies of relevant supporting documents)</td>
</tr>
<tr>
<td>4</td>
<td>Experience (give number of years)</td>
</tr>
<tr>
<td>5</td>
<td>Important large projects executed/On hand during last three year by the firm together with approximate cost of the individual Project. The full postal address of the clients for whom the works have been executed shall also be given.</td>
</tr>
<tr>
<td></td>
<td>Details to be furnished in the prescribed proforma (Statement II)</td>
</tr>
<tr>
<td>6</td>
<td>Important large projects, if any, completed by the partners prior to joining the firm (these projects shall not be included under 5 &amp; 6 above, but shall be shown separately).</td>
</tr>
<tr>
<td>7</td>
<td>Name and address of the Banker/s of the firm</td>
</tr>
<tr>
<td>8</td>
<td>Proforma for electronic payment</td>
</tr>
</tbody>
</table>

**Note:** Please enclose copies of relevant supporting documents, wherever necessary.

Signature of the applicant with
Full address and Office Seal.
**Bank Account Particulars of the tenderer**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>1</td>
<td>Name of Firm</td>
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<tr>
<td>2</td>
<td>Address of firm</td>
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<tr>
<td>3</td>
<td>Name of Bank Branch and Address</td>
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<td>4</td>
<td>Bank Code &amp; Branch Code</td>
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<td>5</td>
<td>IFS Code of Bank Branch</td>
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<tr>
<td>6</td>
<td>Type of Account</td>
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<tr>
<td>7</td>
<td>Account Number</td>
</tr>
<tr>
<td>8</td>
<td>PAN of firm</td>
</tr>
<tr>
<td>9</td>
<td>Service Tax Registration No.</td>
</tr>
</tbody>
</table>

Signature of the applicant with Full address and Office Seal.
STATEMENT - I

List of technical personnel, giving the technical qualification, experience, including that outside the present organization

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name</th>
<th>Age</th>
<th>Qualifications</th>
<th>Work Experience</th>
<th>Nature of works handled</th>
<th>Name of the projects handled</th>
<th>Date from which employed in the present organization</th>
<th>Indicate special experience, if any</th>
</tr>
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</tbody>
</table>

Mention other points, if any, to show technical and managerial competency to indicate any important point in your favor.

Signature of the applicant with
Full address and Office Seal.
### STATEMENT - II

List of Important Projects executed/ ON HAND by the Organization during the last three years costing Rs. ---------and above (strictly complying with Pre bid qualification criteria, Sl.No.1.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the Project and location</th>
<th>Nature of work involved in Contract (eg. residential Office, etc.)</th>
<th>Name of the owner, also indicate whether Govt./Semi-Govt./Govt. of India Undertaking or Pvt. Body with full Address</th>
<th>Project cost in lakhs of Rupees</th>
<th>Completion Period Stipulated</th>
<th>Actual</th>
<th>Any Other relevant information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tr>
</tbody>
</table>

Signature of the applicant with Full address and Office Seal
VI - Instructions for filling the Price bid

1. Quoted rates should be workable and reasonable and should include:
   a. Payment to all the contract workers engaged by contractor on site as per minimum wages as notified by Labour Commissioner from time to time. The minimum wages must cover Central Government wages as indicated by Central Labor Commission.
   b. ESI & PF benefits (Employer's contribution towards ESI & PF). EPF/ ESI has to be paid to worker considering the base full amount of applicable minimum wages prescribed by the Labour Commissioner from time to time.
   c. Cost of equipment/machinery, if required
   d. Allowance for maintenance of two sets of uniform, gloves, broom, mops, mask, bucket, ladder, sheet etc
   e. Incidental expenses and all overheads and profits

2. The contractor should furnish Rate Analysis, along with the price-bid, for the rates quoted by him/her in this tender as per the format given in Annexure-VII for rates quoted.

Rates shall have to be quoted in both words and figures

Signature of the authorized signatory of the contractor
/ Tenderer
Annexure-VII

**Calculation Sheet**

*(Per Month Calculation as per applicable category)*

To be enclosed with price bid/s only. The Annexure should be separate for each price bid.

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Description</th>
<th>For one Skilled worker</th>
<th>Total for 4 skilled workers</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Minimum Wages (as per Central Govt./Chhattisgar Govt., whichever is higher)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>inclusive of special allowance/VDA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>EPF (Employer % portion)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>ESI contribution</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Bonus</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Other charges/statutory payments ***</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Sub total (A + B + C + D + E)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Add- Contractors Profit, overheads and eligible material cost for consumables etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Total (F + G)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>GST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>Grand Total (H + I)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*** - 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.
**Declaration by the Contractor**

We / I have read and understood the Scope of Work, all terms and conditions and requirements of NABARD as detailed in this document for the Civil, plumbing and carpentry AMC works in the entire Office premises / Staff Quarters (both inside and outside) and we / I have taken into account the above while quoting the rates.

We / I accept all the above points (scope of work and terms & conditions of NABARD and other conditions of work as detailed in NIT, Annexure-I, II, III, IV, V and VI) without any reservation from our / my side, in all respects.

Signature of Authorized Signatory

Name

Designation

Name of Organization

Address

Date

Seal
Annexure-VIII

Format for quoting the rates (Price Bid)

Annual Maintenance Contracts for Electrical/Electromechanical Services at Bank’s Office Building and Staff/Officer Quarters at Naya Raipur, Sector-24 for the period from ..................to...................

Tender Ref No. : .........................dated........................

Name of Agency : .................................

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Description of Work</th>
<th>Rate per month (Amt. in Rs.) inclusive of all</th>
<th>Amount for 02 (one) year (Rs.) inclusive of all</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>For Electrical/Electromechanical works by keeping 03 electricians as per requirements of the site on all days of a month with 01 weekly off in 8 hour shift with necessary tools and minor items such as adhesive, drill machine, nails, nut-bolt, washer, clips, grease, m-seal, rubber for stoppers/stoppers etc. as well as items costing individually upto Rs. 100/- inclusive of insurance cost etc. The contractor and his/her staff will coordinate with Asst. Care Taker (ACT)/Caretaker of the Bank/Bank’s Engineer/Security and Protocol Officer for effective execution of the works.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Rates quoted

Total rates quoted (Amt. in words)
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 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 cartelisation 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.
The Independent External Monitor appointed for NABARD is

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

(Office Seal) (Office Seal)

Place __________________________

Date __________________________
Independent Monitors

Name: Shri Pramod Kumar Sangewar, IRSS(Rtd.)
Address: H. No. 12-5-65/1, Flat No. 10 Sri Harsha Sethuram Unique Vijayapuri Colony, South Lalaguda Secunderabad 5000 17 Telangana State

Signature of the authorized signatory of the contractor / Tenderer