



**Annual Maintenance Contract for Maintenance of Telephone lines and Data cable of Direct Telephone and EPABX and Network Cabling installed at NABARD Head Office, BKC, Mumbai-400051**



**Head Office**

**Department of Premises, Security and Procurement  
Plot No.C-24, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051**

Date of issue of tender document	21 <sup>st</sup> November 2024
Pre-Bid Meeting with bidders	29 <sup>th</sup> November 2024 at 11.00 am
Due date for submission of tender	12 <sup>th</sup> December 2024 by 2.00 pm
Date and time of opening of technical bid	13 <sup>th</sup> December 2024 at 3.00 pm
Date and time of opening of Price bid	To be communicated later

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Ref. No. NB. DPSP.HO/54436/ Telephone & Data Cable lines- AMC/2024-25

Date: 19<sup>th</sup> November 2024

M/s

Dear Sir,

**निविदा आमंत्रण सूचना**  
**1. NOTICE INVITING TENDER**

**Notice inviting tender – Annual Maintenance Contract for Maintenance of Telephone lines and Data cable of Direct Telephone and EPABX and Network Cabling installed at NABARD Head Office, BKC, Mumbai-400051 for the period 01.01.2025 to 31.03.2026.**

NABARD intends to undertake the work of “**Annual Maintenance Contract for Maintenance of Telephone lines and Data cable of Direct Telephone and EPABX and Network Cabling installed at NABARD Head Office, BKC, Mumbai-400051 for the period 01.01.2025 to 31.03.2026.**” and therefore, invites offer from the contractors/firms dealing same type work. The bidder shall submit two separate E-bids for the work - Technical Bid and Financial Bid. The same can be downloaded from the website of [CPPP \(https://eprocure.gov.in/eprocure/app;\)](https://eprocure.gov.in/eprocure/app;) and [NABARD Website www.nabard.org](http://www.nabard.org).

**1. Invitation for works :-**

- The tenders are invited by NABARD for **Annual Maintenance Contract for Maintenance of Telephone lines and Data cable of Direct Telephone and EPABX and Network Cabling installed at NABARD Head Office, BKC, Mumbai-400051 for the period 01.01.2025 to 31.03.2026** as indicated below. The contract is renewable for another 2 years after expiring of contract period, subject to the satisfactory performance of the contractor and meeting other terms and conditions of the contract.

Locations	Required nos. of Experienced/Qualified Technician in the field of Maintenance of Telephone/Network lines
NABARD Head Office Building, Bandra Kurla Complex, Mumbai	2

- The interested bidders should upload their bids along with duly signed scanned copies of all relevant documents etc., in support of their technical & financial bids on the website [of CPPP](http://www.cppp.gov.in) only within the prescribed time limit. The evaluation of Tender will be based on online bids submitted by the tenderers.
- The tender document is available on NABARD website [www.nabard.org](http://www.nabard.org) and CPPP Portal for download. No physical copy shall be provided by NABARD and submitted to NABARD.
- Earnest Money Deposit (EMD) of Rs. 40,000/- (Rupee Forty Thousand only) amount shall be payable.
- The EMD amount shall be directly credited to NABARD account as detailed below –

Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK NAME	NABARD
BRANCH NAME	HEAD OFFICE, MUMBAI
IFSC code	NBRD0000002
Account Number	NABADMN07

- Counterfoil/ receipt/transaction detail for the same must be enclosed with the tender. The Tender without EMD shall be rejected outright. No interest is allowed on the EMD/RMD.



7. MSE registered vendor are exempted for EMD. For this they need to submit valid MSE registered certificate.
8. Properly filled tenders as Technical Bid (Part-I) and Price Bid (Part-II) shall be uploaded online, duly furnishing all the required information.
9. It may be noted that it will be a 02 bid system tendering wherein the 1st bid will be 'Technical Bid' and 2nd bid will be the 'Price Bid'. Tenderers are advised to submit e-tender (e-bids) through e-Procurement portal (<https://eprocure.gov.in/eprocure/app;>) only, after carefully following the instructions related to systems and procedures as indicated in CPPP. In case of any further guidance, help and support is required during submission of e-bids, **Mr. Harshal Chabukswar** appointed as a Facility Management Personnel for facilitating e-tendering services on CPPP portal may be contacted. The contact details are mentioned as under:

**Contact details for online e-tendering support –**

<b>Name of Person</b>	<b>Contact no./E-Mail</b>
Mr. Harshal Chabukswar	022-26539464/ 7507852901 e-Mail : fmp.cppp@nabard.org

10. Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login to CPPP.
11. **Technical Bid (Part-I) i.e.** shall contain;
  - a. Notice Inviting Tender
  - b. Form of Tender
  - c. Pre-qualification criteria
  - d. Technical Conditions and Scope of work
  - e. General Scope of Works
  - f. Special Conditions of the Contract
  - g. Information to be furnished by bidder
  - h. Safety Code
  - i. Contractor Liability and Insurance
  - j. Termination of Contract
  - k. Articles of Agreement
  - l. Undertaking
  - m. Pre-contract Integrity Pact
  - n. Integrity pact – The bidder must submit the Integrity pact at his own cost on Rs.200/- non judicial stamp paper as per the format given to become eligible to participate in the tender. Bank has appointed Independent Monitor **Dr. Jagdeep Kumar Ghai, P&TA, FS (Retd.)** (hereinafter referred to as Monitor) for this consultation with the Central Vigilance Commission.
12. After the opening of the Technical Bid (Part-I), if any required documents are found to be missing during the scrutiny, the office may request the bidder to submit the missing documents. This request will be made only once, through the CPPP Portal, and the bidder must submit the documents within the specified timeframe. Failure to do so will result in the rejection of the bid.
13. **Price Bid (Part-II) shall contain:**  
Duly Priced Schedule of Quantities
14. **Technical bid** will be opened as per schedule given in the CPPP or on any other date as intimated to the bidders through online portal.
15. **Price bid -**
  - a. It should not contain any conditions whatsoever and any conditional bids shall be rejected.
  - b. It will be opened on a suitable date, after opening of technical bid and its scrutiny, it will be communicated later.
16. **Before filling up the tenders, the bidders may note the following:**
  - a. Validity of the tender shall be 90 days from the date of opening of Price Bid.



- b. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.
17. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper within 14 days from the date of issue of work order failing which the bidder's EMD may stand forfeited.
18. A pre-bid meeting has been scheduled at the Ground Floor, 'A' Wing, DPSP NABARD Head Office, Bandra Kurla Complex, Mumbai – 400051, as per the date and time mentioned above. The meeting will be attended by Bank officials who will provide guidance on the scope of work and address any questions from prospective bidders. Contractors are strongly encouraged to participate in this pre-bid meeting. Additionally, they are advised to conduct a site survey to assess the feasibility of the work. Any clarifications sought prior to the pre-bid meeting may be submitted in writing to our office or emailed to **dpsp@nabard.org** at least two working days before the meeting date. All clarifications discussed during the pre-bid meeting will be considered part of the tender document and will be uploaded on the website.
19. NABARD reserves the right to revise the Price Bid or any other documents following the pre-bid meeting, if necessary. Any such revisions will also be uploaded to the website.

**Sd/-**  
**R.K.Agrawal**  
**(Dy. General Manager)**

## **2. FORM OF TENDER**

To,  
 The Chief General Manager,  
 Department of Premises, Security and Procurement  
 National Bank for Agriculture and Rural Development  
 Head Office, Mumbai – 400051

Date:

Dear Sir,

**Notice inviting tender – Annual Maintenance Contract for Maintenance of Telephone lines and Data cable of Direct Telephone and EPABX and Network Cabling installed at NABARD Head Office, BKC, Mumbai-400051 for the period 01.01.2025 to 31.03.2026.**

- a. Having examined the tender document relating to the works specified in the Memorandum hereinafter set out, having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the Price Bid; in all respects of the tender and with such materials as are provided for, in accordance with such conditions in so far as they may be applicable.

**b. MEMORANDUM**

<b>Subject</b>	<b>Details</b>
Description of work	<b>Annual Maintenance Contract for Maintenance of Telephone lines and Data cable of Direct Telephone and EPABX and Network Cabling installed at NABARD Head Office, BKC, Mumbai-400051 for the period 01.01.2025 to 31.03.2026.</b>
Location	NABARD Head Office, BKC, Mumbai
Earnest Money	Rs. 40,000/-. However, MSE (registered in respective field) are exempted from submission of EMD.
Duration of the AMC	Up-to 31 March 2026, extendable for two more year, subject to satisfactorily performance of the work.
Security Deposit (RMD)	5 % of work awarded value including GST.
Earnest Money Deposit	2% of value of accepted tender value (including GST). EMD will be adjusted in RMD.
Statutory Deductions	Statutory Deductions such as Income Tax and GST, TDS etc. shall be deducted from bills as per applicable rates.
Terms of payment	Payment shall be on monthly basis on rendering satisfactory services as per terms and conditions of contract & tender.
Additional information	The Head office EPABX System is under warranty/CAMC by (Coral India Pvt Ltd) and the same will be maintained by them, however maintenance of telephone lines and intercom lines, Network lines, MDF, Hub-Rooms and all internal telephone/network wiring etc. are to be maintained by the tenderer.
Variation in nos. of items	Quantity mentioned in the BoQ may increase and decrease as per the requirements.

- c. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions or the said Conditions of the tender annexed hereto in so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions.

Our Bankers are:

- i) ..... Bank, ..... Branch, ....., Mumbai



ii) ..... Bank, ..... Branch, ....., Mumbai

iii) Type of account: Savings / Current account

iv) Bank Account No. :

v) IFS code of Bank and branch :

The names of partners of our firm are:

i)

ii)

iii)

Name of the partner of the firm

Authorized to sign:

OR

Name or person having Power of

Attorney to sign the contract

(certified copy of the Power of

Attorney should be attached):

Yours faithfully,

Signature of Tenderer with stamp

### 3. PRE-QUALIFICATION CRITERIA

The contractor shall fulfil the following eligibility criteria for participating in the tender:

S.No.	Description
1.	<p>The bidder should have experience of providing maintenance and similar type of work in the last 5 years as on 31.03.2024. Work Experience details, service provided to Government Departments /PSUs/Autonomous Bodies (set up by ministries /departments of Govt. of India) (Copies of Purchase Orders and completion certificates received) during each of the last five years should be enclosed / uploaded with clearly indicating the amounts of the contract/payment made to the bidder.</p> <p><b>Following documents should be submitted:</b></p> <ol style="list-style-type: none"> <li>1. Copy of work order (s) /Contract document (s).</li> <li>2. Completion Certificate (s) OR Copy of duly certified bill (s) / Invoice from client.</li> </ol> <p><b>Definition of Similar Works:</b> “Similar works” for the purpose of qualification: Providing AMC services and work related to maintenance and providing &amp; laying of new Telephone lines &amp; Network line shall only be considered.</p>
2.	<p>Bidders’ Experience of having successfully completed Similar works during last 5 years (ending 31.03.2024) should be either of following:</p> <ol style="list-style-type: none"> <li>a. three similar completed works whose individual work value is costing not less than Rs. 8.00 lakhs.</li> <li>b. two similar completed works whose individual work value is costing not less than Rs. 10.00 Lakhs.</li> <li>c. one similar completed works whose individual work value is costing not less than Rs. 16.00 Lakhs.</li> </ol> <p><b>Definition of Similar Works:</b> “Similar works” for the purpose of qualification: Providing AMC services and work related to maintenance and providing &amp; laying of new Telephone lines, Network line, EPABX system shall only be considered.</p>
3.	<p>Proof for the presence of Office set-up in Mumbai, Maharashtra. The bidder should have direct support office in areas of municipal corporations of Mumbai Metropolitan Region (MMR). /Thane/Navi-Mumbai. Proof of address of office and the relevant work order/contract document.</p>
4.	<p>Minimum Average Annual Turnover of the bidder (For 3 years) - Rs. 06.00 lakhs (Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid)</p>
5.	<p>The contractor shall submit copies of balance sheet / Profit &amp; Loss a/c of the firm for the last three years (ending 31.03.2024). Latest audited final accounts of the business of the contractor duly certified by a Chartered Accountant/certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.</p>
6.	<p>Valid MSE/Udyam Aadhar certificate against the Works if seeking exemption from EMD</p>
7.	<p>EMD amount of Rs. 40,000/- in case not seeking exemption.</p>
8.	<p>Registration Certificate as per existing norms (indicating the legal status – Company / Partnership firm/ Proprietorship Concern, etc.)</p>
9.	<p>Copy of GST Registration Certificates</p>
10.	<p>Copy of PAN Card</p>
11.	<p>Copies of Income Tax Return filed for last three financial years ending 31.03.2023</p>
12.	<p>Copies of Annual Turnover details in Rupees at for last three Financial Years ending 31.03.2023 including audited balance sheet and Profit &amp; Loss Account.</p>
13.	<p>Integrity pact – The tenderer must enter into the Integrity pact at his own cost on Rs. 200/- non judicial stamp paper with Bank as per the format given to become eligible to participate in the tender.</p>
14.	<p>Bidder should have office in Mumbai Metropolitan Region. Documentary evidence must be uploaded.</p>





15.	Bidder should not have been blacklisted / any criminal case registered by any State / Central Government Department or Central / State PSUs / Police or Globally during the last 3 years as on 31.03.2024.
	<b>Note: Any false and/or inadequate information may result in rejection of the tender.</b>

#### 4. Technical Conditions and Scope of work

### Annual Maintenance Contracts for Maintenance Direct telephone lines, Electronics intercom system , Telephone lines & data Cables at Bank's Head Office Building in Mumbai for the period 01.01.2025 to 31.03.2026

Technical Conditions and Scope of work under AMC are as under:

Number of intercom/direct lines installed at office:

<u>Sl. No.</u>	<u>Description</u>	<u>Intercom Points</u>	<u>MTNL Direct Lines Points</u>	<u>TATA Direct Lines Points</u>	<u>Network Points</u>	<u>PRI Lines</u>
1	Main office(having approximate built-up area of 300000 Sqft. In 8 floor and lower/upper basement)	1680	60	80	2472	4 (MTNL-3, TATA-1)
2	EPABX system	IP Based EPABX cum Unified Communication System consisting of dual redundant Core Servers, Software, Media gateway, System redundancy in 1 +1 hot standby mode etc. Wherein IP Phones have been given to Chairman's, DMD's and CGM's and Analog phones have been given to all other employees.				
		<b><u>M/s Coral Telecom Pvt. Ltd. has CAMC of EPABX system till 31<sup>st</sup> December 2031</u></b>				

1. Providing 2 Nos. Experience/Qualified Technician in the field of maintenance of Network/Telephone lines for all working days or as per the requirements of NABARD with all the required material and carrying out maintenance, service/repairs and laying of new lines if required EPABX lines, MTNL direct lines, Tata Lines, Dedicated telephone cable pairs, MDF boards, etc. installed at Head Office Building under this Annual Maintenance Contract.
2. The Annual Maintenance Contract is for the maintenance, service/repairs to EPABX lines, MTNL direct lines, Tata Lines dedicated telephone cable pairs and cleaning of all telephone instruments, removing/relocating/shifting of telephone lines, cleaning of Telephone instruments, cleaning of all MDF boxes, providing, marking, sticking, identification of telephone lines and all EPABX extension lines inside the MDF/Junction boxes.
3. The maintenance services include testing of defective line from field MDF to instruments located at various places and rectify the defects. In addition to that, required to co-ordinate with the MTNL/TATA representative for smooth operation of the telephone lines.
4. EPABX - Extension lines, MTNL direct lines, Tata Lines, Dedicated telephone/lines etc.) No. of lines including direct lines and extensions: 1800 approx. (which may also decrease / increase by up to 20-30 lines during the year) Frequency of servicing: weekly Cleaning of Telephone Instruments with console & other accessories No. of Instruments:1200, approx. (which may also decrease / increase by up to 20-30 instruments during the year).
5. The maintenance services include testing of defective line from field MDF to instruments located at various places and rectify the defects. In addition to that, required to co-ordinate with the MTNL/TATA representative for smooth operation of the telephone lines.
6. The AMC will also include shifting of extension lines and direct lines within premises and repairing all telephone instruments. Krone models, etc. excluding spares. Cost of spare parts will be paid by the bank separately.
7. Complaints regarding malfunctioning of the telephone system could be registered by the Bank either verbal, over phone, fax or through a letter to the contractor.
8. The contractor shall depute technician as per terms and conditions of Tender, well conversant with telephone wiring, color coded wiring, krone modules, junction boxes, etc. to attend to the complaint on the same working day during the Banks working hours viz. **from 09.30 am to 5.30 pm or as on when required on all working days/holidays as on when required.** They shall test all junction line of EPABX board in the morning before 10.00 am and give a list of defective lines to the Banks & sort out the problems.
9. The repairs/maintenance work will have carried out by the contractor at the site. The Bank will allow the defective parts to be removed and taken away by the contractor.
10. Preventive Maintenance shall be carried out once every month.

11. If the defect is attributable to mishandling or negligence, the contractor will not be liable to repair the systems under the contract. The contractor under such circumstances shall charge extra for spares required and services rendered. If any attempt is made to carry out the repair by any unauthorized persons, the contractor will not be liable for the repair and shall charge extra for required spares and services rendered.
12. To minimize the downtime of the system and to ensure proper operation of the system, the contractor will undertake a thoroughly checking of the telephone lines.
13. During such preventive maintenance visits the contractor undertake to carry out checking of the telephone instruments and cables for physical damage and unusual wear, etc.
14. **The contractor shall arrange for the external cleaning of telephone instruments, machines, MDF boxes etc., installed in Bank's Main Office Building every fortnight to telephone instruments/accessories - by dusting, using cleaning gel/liquid etc., The first cleaning period beginning from 1<sup>st</sup> to 15<sup>th</sup> of a month and the second cleaning between 16th and 30th /31st of the month.**
15. The successful tenderer shall also supply to each workman the tools and equipment's for successfully undertaking the works.
16. No extra claim of any kind shall be entertained by the Bank and the Bank's liability will be limited to paying the contract amount as and when the same becomes due as per the terms of payment to the contractor.
17. Lodge complains and follows up with EPABX vendor for rectification/restoration of the system and scheduled preventive maintenance of the EPABX system.
18. The Contractor must depute following staff with experience technician and helper on all working days in a week or as per the requirement of NABARD:

Timings (Shifts)	Staff
	Experienced/Qualified Technician
<b>Bank's Head Office Building, BKC</b>	
General Shift 9:30 AM to 5:30 PM (on all working days) or as advised by the NABARD	2

19. The Successful **bidder** should visit the Bank's Office and meeting may be held with the concerned authority at least once in a Month or as & when required to sort out the problems faced by the Bank/Successful Tenderer/Staff.
20. The **bidder** should take the appropriate insurance policy for the actuals no. of Technician to be deployed at site in the joint names (Bank's name should be mentioned first) before commencement of work. Bank shall not be responsible for any claims.
21. Bank will not be responsible for any additional claim i.e. Taxi/insurance charges/any charges raised due to accident/mishap/or any other activities.
22. **Successful contractor shall furnish bio-data documents along with police verification of all technicians deployed on duty is compulsory to the Bank before commencement of contract.**
23. The Bank reserves the right to ask **bidder** to supply additional manpower as required by the Bank depending upon site requirement for execution of the work mentioned in the scope of work at the same rate as regular technician.
24. **Bidders** are advised to quote their rate after the Bank's office premises visit confirming to the conditions and detailed scope of work of part-I & part-II tender.
25. The scope of the services contract shall include **preventive maintenance servicing at quarterly intervals** and ANY NUMBER of breakdowns calls on day to day basis. The firm will itself arrange for all required tools set etc.
26. The contractor should arrange all spares/ material required for day-to-day maintenance with prior approval of Bank's Engineer/Officer. The Bill will be settled on actual verification and measurement of work.
27. If the Bank is not satisfied with the maintenance, the services of the contractor can be terminated without any notice.
28. Liaisoning work for obtaining permits, licenses, approvals from the local administration/government bodies, BSNL or any private firm shall be responsibility of the contractor.
29. The Bank shall not be liable for any loss or damage arising out of fire, electric short circuit and accidental handling while attending the faults.
30. Maintenance of all the telephones MDF and lines (direct and intercom lines) in the Bank's office Building.
31. The contractor shall employ two experienced workers (telephone technician) on a daily basis from Monday to Friday at NABARD, HEAD Office, B.K.C or as advised by NABARD.
32. Bank will not provide any tools e.g. Krone tool, pliers etc. required to do the work. Contractor **must** arrange for himself.
33. Complaints should be attended promptly.
34. Deputed mechanic will report to the Bank's Engineer/Officer on a daily basis and remain available in telephone exchange from 09.30 am to 5.30 pm.
35. The contractor will have to keep all the MDF data and list of intercom and direct lines installed at different departments of the NABARD Head Office and update the same if required and submit the list to the Bank's Engineer/Officer.

36. The contractor **must** supply the passport size photograph of the persons deployed for the work and also their detailed postal addresses. In case of absence of regular technician, the alternate persons shall be authorized by the contractor to carry out the maintenance work in the office with the contractor's signature duly authenticated.
37. In the event of addition of any new department or addition/ alteration/ modernization of any department/section on account of administrative exigencies, which results in increase in the installed number of intercoms and direct lines, shifting of existing lines will be carried out by laying new telephone lines or shifting of existing lines. The expenditure on account of this activity shall be borne by the Bank and will be paid to the contractor upon satisfactorily completed the work over and above the AMC charges for laying additional telephone lines/ wires, on submission of the requisite bill and service report for work done, duly certified by the concerned officer.
38. A register shall be maintained by the contractor for routine/preventive maintenance work daily. The register shall be produced to the Bank's Engineer/Officer in-charge weekly.
39. The Bank's decision in all matter of dispute arising on the work shall be final and binding on the contractor.
40. On contractor being declared insolvent by competent court of law. During the notice period for termination of the contract, in the situation contemplated above the contractor shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person creates any disruption / hindrance / problem of any nature to the Bank.

**I/We hereby declare that I/we have read and understood the above conditions and the same shall remain binding upon me/us in case the work is entrusted to me/us.**

**Place:**

**Signature and Seal of the Contractor**

**Date:-**

**Phone/Mobile No.:**

## **5. General Scope of works**

The following works are to be done under AMC for the captioned work by deploying experienced technician at Officer as detailed given below:

- i Providing all equipment like e.g. Krone tool, pliers etc. required to do the work.
- ii Any work not done properly shall be re-done to the satisfaction of NABARD, for which no extra payment is admissible.
- iii In case of failure to complete a job within specified time, the same may be got executed through another agency at the contractor's risk and cost without giving further notice.
- iv The Contractor shall indemnify and keep indemnified the NABARD against:
  - a) Any claim arising out of third-party loss/ damage to life or property caused by/during execution of the work.
  - b) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
  - c) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.
- v The Technician must report to the NABARD Officer as designated for taking any instructions from NABARD.
- vi Compulsory presence of contractor on the days of important meetings, functions at NABARD & as & when informed by the Head Office.
- vii Providing of all safety equipment's and all essential tools to his staff for day- to-day maintenance & emergency.
- viii The Contractor and his staff shall strictly follow the Standard Industrial Safety & Security Norms.
- ix The Contractor shall be fully responsible and shall compensate NABARD 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 workers. The decision of NABARD in this regard shall be final and binding.
- x The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law and any other such taxes and duties leviable by local/State/Union Government from time to time.
- xi The Contract can be terminated by NABARD on 30 days' notice if services are found to be unsatisfactory and if there is no improvement even after issue of three notices to the contractor.
- xii Upon successful award of work, contractor **must** execute the Agreement on 'Non-judicial Stamp Paper' and deposit the 5% Security Deposit upon award of work till the contract period. No interest shall be paid on Security Deposit.

### **Important instructions:**

- a) The deployment of persons for the purpose of the work shall be the sole prerogative/obligation/responsibility of the Contractor. The contractor shall furnish list of his/ her employees to be deployed at the Bank, along with their qualifications, experience, address, photos, etc. Any change in personnel would be done with due intimation to the Bank. However, the Bank reserves the right to reject any particular workman/ staff placed/ employed by Contractor under the contract with NABARD.
- b) 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.
- c) Before deployment of staff, their bio-data/ competence shall be verified by the Bank's officials in the beginning of AMC as well as changing the staff/labour.

- d) 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.
- e) The contractor **must** give satisfactory services for all works of AMC and bank reserves the right to remove/delete any particular work from the awarded AMC. The contractor **must** submit one monthly/quarterly bill, as the case may be.
- f) The contractor will comply with Labour Laws requirements. The contractor shall submit the necessary information/data to the concerned statutory authorities in the desired format.
- g) **For pro-rata deduction, the total no. of days in a month will be taken as 30 days.**
- h) Quoted rate should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required. Rates should include all Taxes, Duties, Octroi, Levies, GST, etc., in accordance with various statutory enactments and should be firm for the entire Contract Period. Statutory deductions shall be made as per the rules.
- A. Rates should include all Taxes, GST, etc., in accordance with various statutory enactments and should be firm for the entire Contract Period. Contractor are required to comply with labour laws and any other statutory requirements.
- B. 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.
- C. **Monthly** payments will be made in the case of AMC works based on the bills submitted by the Contractor and certified by the concerned NABARD Officials 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 **must** get the Signature of the NABARD Officials after completion of the respective works on the formats enclosed/given for respective work and should submit all these with the bill.
- D. Any discrepancy in settlement of bills may be brought to the notice of NABARD within a period of one month of the settlement of the Bills. **NABARD will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.** Contractor is requested to adhere with this instruction. Failure, NABARD shall not be responsible.
- E. Income Tax, GST and other taxes, as applicable, will be deducted from total payment due to the Contractors.
- F. 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.
- G. 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.
- H. 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.
- I. The contractor shall make any statutory contribution/payment in respect of the personnel deployed by them in NABARD.
- J. The contractor will be responsible for timely payment to its personnel deployed in the premises and compliance of all statutory provisions 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 etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor. The contractor shall liaise with Labour Dept. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.

- K. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
- L. 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.
- M. The following requisites are to be fulfilled by the contractor:
- Time schedule of works
  - Presence of required number of the persons at the site as per contract
  - Maintain desired quality of the work as per specification.
  - The penalties for not complying with the above are indicated in Terms & Condition of contract.
- V. ***The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labor Legislations in respect of personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970.***
- W. NABARD shall not be responsible for any penalty on failure on the part of contractor to comply with any Labor Regulations.
- X. 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 labor legislations. Receipt of any complaint in this regard shall be viewed seriously.
- Y. No additional payment shall be made if contractor keeps more staff at site for completing the pending work or if contractor is not able to perform satisfactorily as per the contract provision.
- Z. The Contractor or his authorized representative should visit the site as per requirement and meet NABARD's Officer with prior appointment for any clarifications and to receive instructions, etc. at the site.
- AA. 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, Age Proof, 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.
- BB. 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.

- CC.** 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.
- DD.** "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."
- EE.** The venue of the arbitration shall be at Mumbai. The language of arbitration shall be English.
- FF.** 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.
- GG.** 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.
- HH.** 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.
- II.** The work should be carried out with minimum inconvenience to the occupants. The workers 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.
- JJ.** 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.
- KK.** The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD's residential/Office premises.
- LL.** The engaged staff shall also undertake other specific work related with/without this works and other works during working hours as per instruction of NABARD Officer, if required.
- MM.** ***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:
- 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



- The contractor commits a breach of any terms and conditions of this agreement and/or
- 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
- for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
- 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.

*PP.* 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.

*QQ.* In case the Contractor desires to terminate the Contract, he may do so by giving the Bank a notice period of three months.

*RR.* 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.

*SS.* The Contractor shall provide necessary Tools & Plants materials or any other equipment, materials, labor, etc. and no payment in this regard will be made by NABARD.

*TT.* 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.

*UU.* 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 labors with the settlement of his bill by NABARD. Further, bidders are at all times advised to keep revolving funds from their own sources equivalent to 2 Months' salary for smooth functioning of works.

*VV.* 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 liaisoning 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.

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

*XX.* 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/ISD may stand forfeited.

*YY.* Additional Terms and Conditions, Special conditions, Safety conditions as stated in attached sheets.

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

Place :

Date :

Address :

Name and Seal:

Signature of the Tenderer:

## 6. SPECIAL CONDITIONS OF THE CONTRACT

- A. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
- B. Contractor shall maintain a proper Record/ Register indicating reasons for not attending to any particular work 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:

<b>Nature of work</b>	<b>Time of completion</b>	<b>Penalty for delay</b>
All items indicated in scope of works based on their periodicity	As given in scope of works	Rs. 200 per day

- C. The minimum nos. of labor, as per the scope of works, shall be deployed for undertaking the maintenance works. The same should be strictly followed.
- D. The responsibility of engaging and maintaining sanctioned strength of Technician lies with the Contractor in view of timely attention and completion of the routine works within the given period.**
- E. The property will be handed over to the Contractor for Maintenance works on 'as is where is' basis and the contractor shall be required to carry out pending works and continue to ensure proper service to a reasonably satisfactory level.
- F. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.

### **Declaration by the Contractor**

We / I have read and understood the Scope of Work and special terms and conditions for the AMC works in the entire Office premises (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.

Place :

Date :

Address :

Name and Seal :

Signature of the Tenderer :

**7. Information to be furnished by the Bidder:**

1	Name, registered address and phone numbers	Attach documentary proof
2	Addresses and phone numbers of Branches in India	use separate sheets as attachment
3	Organizational set up of the firm including names, qualifications and experience of partners/Associates and staff and Electrical license	Details to be furnished in the prescribed proforma (Statement I)
4	Whether Registered as a contractor to any Govt. / Private Body? Mention the registration Number and year of registration.	Attach documentary proof.
5	Experience as contractor (give number of years)	
6	Important major contracts completed (value of the contracts having individual value of Rs. 08.00 lakhs and above only). The full postal address of the clients including their contact telephone numbers.	Details to be furnished in the prescribed proforma (Statement II)
7	Important major contracts (value of the contracts having individual value of Rs. 08.00 lakhs and above only) on which the firm is engaged at present. The full address of the clients and their contact telephone numbers shall be indicated against each assignment.	Details to be furnished in the prescribed proforma (Statement III)
8	Turnover of the firm during last 3 years (ending 31.03.2024).  Copy of IT return for the last 3 years may be furnished.	
9	PAN No.	
10	GST No.	

Signature of the applicant with full address and office seal

**Note: Statements I, II & III are enclosed.**



**STATEMENT - I**

**List of professional staff with the contractor, giving their qualification, experience, including that in the present organization\***

Sr. No.	Name	Age	Qualification	Experience	Nature of works handled	Name of the assignments handled	Date from which employed in the present organization
1	2	3	4	5	6	7	8

**\* Use separate/additional sheets as per the requirement**

Signature of the applicant with full address and office seal

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**Note:** Indicate other points (including clients' certificates), if any, relating to your technical and managerial competency which you would like to bring to our notice.

**STATEMENT - II****List of important contracts executed by the contractor \***

Sr. No.	Name of the Work including name of the building and location.	Nature of work involved in the contract.	Name of the owner and indicate whether it is a State Govt./ Govt. of India undertaking or Pvt. body with full address and telephone numbers. ***	Completion Period		Value of the work ** (Rs in lakh)	
				Stipulated	Actual		
1	2	3	4	5	6	7	

\* Use separate /additional sheets as per the requirement

\*\* Mention the assignments where value of works costing Rs. 08.00 lakhs and above only.

\*\*\* Attach client's certificates, Copy of work order, Scope of work etc.

Signature of the applicant with full address and office seal

**STATEMENT - III****List of important contracts ON HAND being executed by the contractor\***

Sr. No.	Name of the Work including name of the building and location	Nature of work involved in the Contract.	Name of owner and indicate whether it is a State Govt./ Semi- Govt./ Govt. of India Undertaking or Pvt. Body with full address and telephone numbers.***	Stipulated date of completion	Expected date of completion	Present stage of work with reasons if the work is getting delayed	Value of the work ** (Rs.inlakh)
1	2	3	4	5	6	7	8

\* Use separate /additional sheets as per the requirement

\*\* Mention the assignments where value of works costing Rs. 08.00 lakhs and above only.

\*\*\* Attach client's certificates

Signature of the applicant with full address and office seal

## 8. SAFETY CODE

1. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
2. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
3. No portable single ladder shall be over 8 meters 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.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one meter.
5. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
6. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
7. During the work execution necessary fire safety measures shall also be taken.
8. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
9. Electrical power cables/wires used shall not have any joints and shall be properly rated.
10. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
11. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
12. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
13. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hour.
14. 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.

**Place:** \_\_\_\_\_ **Signature and Seal of the Contractor**

**Date:** \_\_\_\_\_ **Phone/Mobile No.:** \_\_\_\_\_

### **Declaration by the Contractor**

We / I have read and understood the Safety code for the 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 :

## 9. CONTRACTOR'S LIABILITY

1. The contractor shall indemnify and keep indemnified the Employer against all losses and claims, damages or compensation under the provision of Labor laws/Statutory provisions.
2. The Contractor shall at all-time indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and or rehabilitation/repair and during the defects liability period and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of and in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Employer and the Consultants and their property by or in the course of the execution of the works.

**Place:**

**Signature and Seal of the Contractor**

**Date:**

**Phone/Mobile No.:**

### **Declaration by the Contractor**

We / I have read and understood the terms for the works in the entire Office premises (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 :



## 10. Termination of Contract

**After acceptance of offer, a contract agreement shall be entered into on a Non-Judicial stamp paper of Rs.200/- (Rupees Hundreds only).** The cost of the same shall be borne by the successful bidder.

After completing the work and with approval of NABARD, the successful bidder shall submit his bill. Nothing will be paid to the successful bidder for any unfinished work for which NABARD's written consent to start has not been obtained. In the event of foreclosure of the agreement at any stage, the successful bidder shall not have any claim for the unfinished work except already finished, accepted and approved by NABARD.

In case of any default or failure on successful bidder'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 successful bidder and/or by taking recourse to appropriate recovery proceedings. The successful bidder shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the successful bidder so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the successful bidder 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 successful bidder to NABARD or any person authorized by NABARD, on demand. Further, the successful bidder 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.

(a) "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."

(b) The venue of the arbitration shall be at Mumbai.

(c) The language of arbitration shall be English.

(d) Work under the contract shall be continued by the successful bidder 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.

**Place:** \_\_\_\_\_ **Signature and Seal of the Contractor**

**Date:** \_\_\_\_\_ **Phone/Mobile No.:** \_\_\_\_\_

### Declaration by the Contractor

We / I have read and understood the terms for the works in the entire Office premises (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

**11. करार के अनुच्छेदों का प्रारूप / ARTICLES OF AGREEMENT**  
**ARTICLES OF AGREEMENT**  
**On Non-judicial stamp paper of Rs. 200/-**

<p>करार के ये अनुच्छेद .....2024 माह के ..... वें दिन एक पक्ष के रूप में राष्ट्रीय कृषि और ग्रामीण विकास बैंक (जिसे इसके पश्चात "नियोक्ता" कहा जाएगा) और दूसरे पक्ष के रूप में .....  ..... (जिसे इसके पश्चात " ठेकेदार " कहा जाएगा) के बीच निष्पादित किए जाते हैं.</p>	<p>ARTICLES OF AGREEMENT made this ..... day of .....2024 between the National Bank for Agriculture and Rural Development (hereinafter called "the Employer") of the one part and ..... (hereinafter called "the Contractor") of the other part.</p>
<p>यतः नियोक्ता मुंबई में प्रधान कार्यालय बिल्डिंग _____ का कार्य निष्पादित करवाना चाहता है.</p> <p>तथा यतः, ठेकेदार मूल्य बिड में दी गई शर्तों और इस करार में आगे दिए जा रही शर्तों (इन सभी को इसके पश्चात "उक्त शर्तों" कहा जाएगा) के अधीन उक्त तकनीकी विनिर्देशनों, और मूल्य बिड में शामिल संबंधित दरों इसमें आगे निर्धारित की जाने वाली राशि अथवा कोई अन्य देय राशि (इस राशि को इसके पश्चात "उक्त ठेका राशि" कहा जाएगा) पर उक्त कार्यों को निष्पादित करना स्वीकार करता है.</p>	<p>WHEREAS the Employer is desirous of getting executed _____ at Bank's Head Office Building in Mumbai.</p> <p>AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as "the said contract amount").</p>
<p>अब एतद्वारा निम्नानुसार स्वीकार किया जाता है :-</p>	<p>Now it is hereby agreed as follows :-</p>
<p>1. इसमें आगे उल्लेख किए जाने वाले प्रतिफल पर ठेकेदार, अनुबंध में दी जा रही शर्तों के अधीन कार्य करेगा और संविदा में दर्शाए गए, मात्राओं की अनुसूची और उक्त शर्तों में वर्णित अथवा निर्दिष्ट कार्यों को पूरा करेगा.</p>	<p>1. In consideration hereinafter mentioned, the Contractor will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.</p>
<p>2. नियोक्ता ठेकेदार को उक्त निविदा राशि अथवा समय-समय पर देय हाने वाली राशि का उक्त शर्तों में विनिर्दिष्ट तरीके से भुगतान करेगा.</p>	<p>2. The Employer shall pay the Contractor the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.</p>
<p>3. उक्त शर्तों और उनके साथ के अनुबंधों तथा इसके साथ लगे निविदा दस्तावेजों / कार्य आदेश को इस करार के ही एक भाग के रूप में पढ़ा जाएगा और उसका अर्थ भी उसी प्रकार निकाला जाएगा तथा दोनों पक्ष उक्त शर्तों का ससम्मान पालन करेंगे और तथा उक्त शर्तों और इसके साथ लगे दस्तावेजों को स्वीकार करेंगे और उनके अनुसार अपनी-अपनी ओर से इस करार का निष्पादन करेंगे.</p>	<p>3. The said Conditions and Appendix thereto and the Tender documents / Work Order attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.</p>
<p>4. यह करार और इसमें उल्लिखित निविदा दस्तावेजों / कार्य आदेश इस संविदा का आधार बनेंगे.</p>	<p>4. This Agreement and Tender Documents / Work Order mentioned herein shall form the basis of this contract.</p>

<p>5. यह संविदा पूरे कार्य हेतु मद दर संविदा है जिसके अंतर्गत दरों की अनुसूची में दी गई दर पर अथवा उक्त शर्तों में दिए गए प्रावधानों के अनुसार कार्य स्थल पर आवश्यक इन्स्टालेशन करने पर भुगतान किया जाता है.</p>	<p>5. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.</p>
<p>6. ठेकेदार नियोक्ता द्वारा नियुक्त अन्य ठेकेदारों के सभी कार्यों में सहयोग प्रदान करेगा तथा ऐसे कार्य समाप्त होने के पश्चात् दीवारों, फर्शों इत्यादि को हुई किसी भी हानि को ठीक करेगा.</p>	<p>6. The Contractor shall afford every reasonable facility for carrying out of all works of other Contractor employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.</p>
<p>7. इस संविदा पर बिना प्रतिकूल प्रभाव डाले नया कार्य जोड़कर अथवा कार्य की कोई मद्दे हटाकर अथवा इसी कार्य को भागों में करवाने द्वारा इस कार्य की प्रकृति को बदलने का अधिकार नियोक्ता अपने पास सुरक्षित रखता है.</p>	<p>7. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.</p>
<p>8. समय इस संविदा का सर्वाधिक महत्वपूर्ण तत्व होगा, तथा ठेकेदार एतद्वारा यह स्वीकार करता है कि वह कार्यदिश मिलने के दसवें दिन के भीतर उक्त शर्तों में दिए गए अनुसार कार्य/ काम शुरू कर देगा और कार्यदिश प्राप्त किए जाने की तारीख से गणना करते हुए समय को बढ़ाए जाने का प्रावधान होते हुए भी नीचे विनिर्दिष्ट समय सीमा के भीतर पूरा कार्य खत्म कर देगा.</p>	<p>8. Time shall be considered as the essence of this contract, and the Contractor hereby agrees to commence the work/ job within the tenth day of receipt of the work order as provided for in the said conditions and to complete the entire work within the time period prescribed below reckoned from the date of receipt of such work order subject nevertheless to the provision for extension of time.</p>
<p>9. नियोक्ता द्वारा इस संविदा के तहत किए जाने वाले सभी भुगतान सिर्फ मुंबई में ही किए जाएंगे.</p>	<p>9. All payments by the Employer under this contract will be made only at Mumbai.</p>
<p>10. इस करार के संबंध में उठने वाले अथवा इससे किसी भी प्रकार से संबंधित सभी विवाद मुंबई में ही उठे विवाद माने जाएंगे और मुंबई स्थित न्यायालयों को ही उक्त के संबंध में निर्णय लेने का क्षेत्राधिकार होगा.</p>	<p>10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have the jurisdiction to determine the same to the exclusion of all other courts.</p>
<p>11. कि ठेकेदार द्वारा इस संविदा के विभिन्न भागों को पढ़ा और ठेकेदार द्वारा पूरी तरह समझ लिया गया है.</p>	<p>11. That the several parts of this contract have been read by the Contractor and fully understood by the Contractor.</p>
<p>इसके साक्ष्य के रूप में नियोक्ता ने अपने विधिवत प्राधिकृत अधिकारियों के माध्यम से इन विलेखों पर हस्ताक्षर किए तथा ठेकेदार ने इन विलेखों और उक्त दो डूब्लिकेट प्रतियों पर इस दस्तावेज़ में सबसे पहले लिखे गए स्थान और वर्ष व तारीख के दिन अपने हस्ताक्षर किए और अपनी कॉमन सील लगाई. (यदि ठेकेदार कोई कंपनी है तो).</p>	<p>IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written. (If the Contractor is a company).</p>
<p>हस्ताक्षर खंड नियोक्ता</p>	<p>Signature Clause Employer</p>
<p>राष्ट्रीय कृषि और ग्रामीण विकास बैंक की ओर से अधोलिखित के हाथों हस्ताक्षरित और सौंपा गया श्री</p>	<p>SIGNED AND DELIVERED by the National Bank for Agriculture and Rural Development by the hand of Shri</p>

(नाम व पदनाम)	(Name & Designation)
उपस्थिति में  गवाह सं.1 हस्ताक्षर : नाम : पता : गवाह सं.2 हस्ताक्षर : नाम : पता :	In the presence of:  <u>Witness #1</u> Signature: Name: Address <u>Witness #2</u> Signature: Name: Address:
ठेकेदार	Contractor
..... ..... की ओर से अधोलिखित के हाथों हस्ताक्षरित और सौंपा गया श्री (नाम व पदनाम) गवाह सं.1 हस्ताक्षर : नाम : पता : गवाह सं.2 हस्ताक्षर : नाम : पता :	SIGNED AND DELIVERED by the ..... by the hand of Shri (Name & Designation)  Witness #1 Signature:  Name: Address  Witness #2 Signature: Name: Address

## **12.UNDERTAKING**

Date:-

**Name of work : Annual Maintenance Contract for Maintenance of Telephone lines and Data cable of Direct Telephone and EPABX and Network Cabling installed at NABARD Head Office, BKC, Mumbai-400051 for the period 01.01.2025 to 31.03.2026.**

Sir,

I/We hereby agree to undertake the above work unconditionally in accordance with the Terms & Condition of your tender document Ref no: NB.DPSP.HO/ /AMC-telephone/2024-25/ dated \_\_\_\_\_ I/We agree that if at any stage any information / documents submitted by us are found to be false, we shall be liable for any appropriate / legal action by NABARD.

Yours Sincerely,

(Signature)

Name & Title of the Authorized Signature  
Name of the firm  
Address  
Office/Agency stamp

(Note: This undertaking to be submitted on the letterhead of the bidder along with requisite documents.)

### 13. PRE CONTRACT INTEGRITY PACT

(to be submitted On Rs. 200/- Non-judicial stamp paper)

Between

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

And

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

#### Preamble

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

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

#### **Section 1 - Commitments of the Principal**

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

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

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

#### **Section 2 - Commitments of the Bidder(s)/Contractor(s)**

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

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

- e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

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

### **Section 4 - Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Retention 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  
Dr. Jagdeep Kumar Ghai  
Flat 1032, A Wing, Vanashree Society,  
Sector 58 A&B, Palm Beach Road,  
Nerul, Navi Mumbai, Pin 400 706.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest,



unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

**Section 10 - Other provisions**

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

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

\_\_\_\_\_  
(For & On behalf of the Bidder/Contractor)  
(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





Witness 2:  
(Name & Address)

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**14. Proforma of EMD credit details**

**Annual Maintenance Contract for Maintenance of Telephone lines and Data cable of Direct Telephone and EPABX and Network Cabling installed at NABARD Head Office, BKC, Mumbai-400051 for the period 01.01.2025 to 31.03.2026.**

**(EMD details to be filled by bidders)**

लेखा का नाम NAME OF THE ACCOUNT	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
बैंक का नाम BANK NAME	NABARD
शाखा का नाम BRANCH NAME	HEAD OFFICE, MUMBAI
आईएफएस कोड IFS CODE	NBRD0000002
खाता संख्या ACCOUNT NUMBER (वैन VAN)	NABADMN07

Name of depositor	
Mode of transfer – Online (NEFT / RTGS)	
UTR No.	
Transaction date	
Amount deposited	
<b>** Attach Bank Statement showing amount debited from account, on or before last date of submission of NIT.</b>	

Date:

Place:

Signature with seal:

### 15. Pro-forma of furnishing the Payment details

**Annual Maintenance Contract for Maintenance of Telephone lines and Data cable of Direct Telephone and EPABX and Network Cabling installed at NABARD Head Office, BKC, Mumbai-400051 for the period 01.01.2025 to 31.03.2026.**

Name of the Agency		
Contact Details	Name	
	Email	
	Phone No	
PAN details (enclose copy of PAN)		
GST Number (enclose copy of GST registration)		
Address of principle place of business in the state as per GST registration certificate	Address	
	City	
	PIN	
	State	
Bank account number		
Account Name		
Type of the account		
Name & Address of Bank		
IFSC Code <b>(enclose copy of cancelled cheque)</b>		

Name of the Agency:

Date:

Place:

Signature with seal: